

Central Florida Tourism Oversight District



November 15, 2023
9:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
November 15, 2023
9:30 a.m.

1. CALL TO ORDER

2. OPENING INVOCATION

3. PLEDGE OF ALLEGIANCE

4. SAFETY MINUTE

5. PUBLIC COMMENT PERIOD

6. CONSENT AGENDA

- 6.1** September 27, 2023 Meeting Minutes – *Page 6*
- 6.2** Proclamation for Andrew Heithaus – *Page 129*
- 6.3** Proclamation honoring veterans – *Page 131*

7. REPORTS

7.1 Management Report

- Employee Awards
 - Daniel Bollone: Certification Acknowledgment
 - Nicole Seipp: Certification Acknowledgment
- Acknowledgement of Excellence for Erin O'Donnell
- Retirement Acknowledgement of Andrew Heithaus
- Acknowledgement of NeoCity

8. NEW BUSINESS

8.1 Contract Approvals

8.1(a) Contract# C006397: Bridge expansion joint and pedestal repairs with SEMA Construction Inc. for the cost of \$715,500 – *Page 133*

8.1(b) Contract# C006465: One-year term for Lynx bus services with the Central Florida Regional Transportation Authority for Routes 56, 306, and 350 at the cost of \$541,953– *Page 386*

8.1(c) Amendment to Contract# C006465 to add new Lynx Route 307 at the annual cost of \$603,093 – *Page 407*

- 8.1(d)** Contract# C006412: Three-year term for district-wide roadside litter control services with Kings Service Solutions LLC in the amount of \$657,351.51 – *Page 432*
- 8.1(e)** Contract# C006440: Three-year term for A1 (Orange), A2 (Lime), A3 (Grapefruit) parking garage operations with Lanier Parking Meter Services LLC with an expenditure of \$5,926,051.10 – *Page 479*
- 8.1(f)** Contract# C006441: Three-year term for security services at District properties with Fidelity Security Agency LLC with an expenditure of \$5,803,574.35 – *Page 559*
- 8.1(g)** Contract# C006489: One-year contract with Motorola Solutions Inc. for Astro P25 911 dispatch radio system maintenance and services in the amount of \$521,494.20 – *Page 625*
- 8.1(h)** Contract# C006379: Five-year term for Class I waste disposal using the A.C.M.S. Inc., d/b/a Heart of Florida landfill with an approximate expenditure of \$10,358,250 – *Page 641*
- 8.1(i)** Contract# C006415: Five-year term for Class I waste transport with Walpole, Inc. with an estimated expenditure of \$7,972,875 – *Page 664*
- 8.1(j)** Contract# C006399: Three-year term for tank wagon fueling services with Lynch Fuel Company LLC with an estimated expenditure of \$3,425,964.07 – *Page 715*
- 8.1(k)** Contract# C006450: Two-year contract for polymer wastewater treatment chemicals using Polydyne Inc. with an expenditure of \$845,680.50 – *Page 800*
- 8.1(l)** Contract# C006451: Two-year contract for ferric sulfate wastewater treatment chemicals using Kemira Water Solutions Inc. with an expenditure of \$939,667.73 – *Page 837*
- 8.1(m)** Contract# C006452: Three-year term for compactor and baler annual maintenance utilizing PTR Baler and Compactor Company with an estimated expenditure of \$1,142,253 – *Page 896*

8.2 EPCOT Low Temperature Hot Water Distribution System Phase 1

- 8.2(a)** Establish and Approve the Project Budget of \$12,000,000 – *Page 955*
- 8.2(b)** Design/Support Services estimated at \$450,000 – *Page 957*
- 8.2(c)** Contract# C006384: Low temperature hot water distribution construction services with Harper Limbach, LLC for \$9,361,843 – *Page 958*

8.3 Collective Bargaining Agreement – B-Unit 2024-2026 – *Page 1196*

9. PUBLIC HEARINGS

9.1 Resolution No. 656 – A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING THE AMENDED BUILDING AND SAFETY DEPARTMENT FEE SCHEDULE; ADOPTING AND AMENDING BUILDING PERMITS, PLAN REVIEWS, PLAN REVISIONS, STATE OF FLORIDA SURCHARGE FEES, TEMPORARY STRUCTURES, MANUFACTURED BUILDINGS AND TRAILERS, BUILDING RELOCATIONS, ELEVATOR, ESCALATOR, MATERIAL AND DUMBWAITER PERMITS, CERTIFICATE OF OPERATION FEES, ANNUAL REGISTERED ATTRACTION INSPECTION FEES, STRUCTURE DEMOLITION, SERVICE CALL TECHICIAN RESPONSE, ALTERNATIVE MATERIALS AND METHODS REQUESTS, TEMPORARY CERTIFICATE OF OCCUPANCY, CERTIFICATE OF OCCUPANCY, CONTRACTOR REGISTRATION, INVESTIGATION FEE, SPECIAL EQUIPMENT, REINSPECTION FEE, CHANGE OF CONTRACTOR FEE, RENEW EXPIRED PERMIT FEE, AND OTHER FEES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. – *Page 1301*

9.2 Resolution No. 657 – A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT UPDATING REFERENCED CODES AND STANDARDS WITHIN THE EPCOT COMPILATION CODES, 2018 EDITION AND INCORPORATING REFERENCES INTO THE 2018 EPCOT BUILDING CODE, 2018 EPCOT ELECTRICAL CODE, 2018 EPCOT FUEL GAS CODE, 2018 EPCOT MECHANICAL CODE, AND 2018 EPCOT PLUMBING CODE AS ENFORCED WITHIN THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. – *Page 1311*

10. UNFINISHED BUSINESS

11. OTHER BUSINESS

12. ADJOURN

APPEALS: All persons are advised that, if they decide to appeal any decision made at a Board of Supervisors hearing, they will need a verbatim transcript of the record of the proceedings. It is the responsibility of every party-in-interest to arrange for a transcript of the proceedings, which must include the verbatim testimony and evidence upon which the appeal is made.

AMERICANS WITH DISABILITIES ACT: The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with disabilities who wishes to attend or participate in public meetings. Anyone with a disability who requires a reasonable accommodation should contact the Clerk of the Board, by telephone at (407) 934-7480 or via email (currently at DistrictClerk@rcid.org), no less than one business day (i.e. Monday through Friday, excluding legal holidays) in advance of the applicable meeting to ensure that the District has sufficient time to accommodate the request.

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.1

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
September 27 th 2023 Meeting Minutes	
Requested Action	
Transcript of meeting.	
Staff Report	
Additional Analysis	
Fiscal Impact Summary	
Exhibits Attached	

In The Matter Of:
Central Florida Tourism Oversight District

Board of Supervisors Meeting
September 27, 2023

Legal Realtime Reporting
622 E. Washington Street
Suite 200
Orlando, Florida 32801

Original File 9-27-23 Meeting.txt

Min-U-Script® with Word Index

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS MEETING

* * * * *

Location: Central Florida Tourism Oversight
District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

Date: September 27, 2023

Time: 5:05 p.m. to 7:30 p.m.

Reported by: Tara K. Slocum, CRR, RPR,
California Certified Court
Reporter and Notary Public
State of Florida

1 PRESENT:

2
3 BOARD MEMBERS: Martin Garcia, Chairman; Charbel Barakat,
4 Vice Chairman; Brian Aungst, Jr., Ron Peri and Bridget
Ziegler

5 SPEAKERS: Pastor Jim Book, Kissimmee Christian Church; Eddie
6 Fernandez, CFTOD Operational Safety Consultant; Debbie
7 McDonald, Eric Ferrari, Fire Chief; Mike Rickabaugh; Wendell
8 B. Gaertner, Senior Managing Director of PRAG; Thierry
Boveri, V.P. of Raftelis; Chris Ferraro, Director of RCES;
Susan Higgenbotham, Chief Financial Officer; Tanya Naylor,
Director of Security and Emergency Management

9
10 CFTOD EMPLOYEES PRESENT: Glenton Gilzean, Jr., District
11 Administrator; Paula Hoisington, Chief of Staff; Kurt
12 Ardaman, Acting Counsel for CFTOD; Susan Higginbotham, Chief
13 Financial Officer; Rocky Haag, Executive Assistant to the
14 District Administrator; Tanya Naylor, Director of Security
15 and Emergency Management; Yenni Hernandez, Chief Information
16 Officer; Katherine Luetzow, Planning and Engineering
17 Manager; Jason Middleton, Chief Human Resources Officer;
18 Eric Ferrari, Acting Fire Chief; Sherri DeSorcy, Executive
19 Assistant to Paula Hoisington; Brandy Brown, External
20 Affairs; Erin O'Donnell, Public Records Administrator; Ron
21 Zupa, IT Service Delivery Manager; Samarth Thomas, Systems
22 Administrator; Mike Crikis, Director Environmental Sciences;
23 Associate; Michele Dicus, Director Human Resources; Joel
24 Edwards; Eryka Washington Perry, Director-Communications;
25 Mary Balliet, Human Resources; Danielle Lawyer, Building &
Safety; Jennifer Johnson, Permitting; Eddie Fernandez,
Internal Risk Manager Human Resources; Doreen Johnson,
Environmental Sciences

P R O C E E D I N G S

* * * * *

CHAIR GARCIA: So it's 5:05. I am going to call the meeting to order.

Welcome to everyone. Thank you for being here. Thank you for your interest in the work of this Board, and thank you for your interest in the District. Let's begin with the invocation, Mr. Gilzean.

MR. GILZEAN: At this time, I would like to introduce Pastor Jim Book, the lead minister of Kissimmee Christian Church. Pastor Book has served in his role for 12 years, and is also the president of Advanced Center For Ministry Training. He is married to his lovely wife Janet for over 32 years. Together they have three lovely daughters, Emily, Macy and Mandy.

Pastor, will you lead us in prayer?

PASTOR BOOK: Thank you so much for this opportunity to ask God's blessing on our meeting tonight. Would you bow with me in prayer.

Father in Heaven, as the Board here discusses tourism and providing the quality infrastructure for those who visit, I am

1 reminded of the words in Jeremiah, 29th
2 Chapter where you encouraged and commanded
3 Israel as they were in exile in Babylon to
4 build their houses, to plant gardens, take
5 their wives, have grandkids, and you said that
6 they may increase and not diminish, and you
7 asked your people even in exile to seek the
8 peace of the City.

9 This Board, Father, has a huge
10 responsibility to provide so much for so many
11 people coming in, into the hotels and tourist
12 areas, and then providing the quality
13 infrastructure to make sure those who live here
14 are cared for, so I am asking for wisdom on
15 behalf of this Board, and the number of
16 organizations that are represented in this room
17 this afternoon. And I ask simply this, in our
18 efforts to provide the best experience we can
19 for folks as they make their way into Central
20 Florida, that we too will, as you commanded
21 your people, even in exile to seek the peace of
22 the City. That's what we want to do. We want
23 people coming here to experience that. So in
24 order to do that, we speak for wisdom and
25 guidance, and you concluded those words by

1 saying you will be carried away, pray to the
2 Lord for its peace for if the city has peace,
3 then we will have peace, and may that be our
4 desire, even now in Jesus's name we pray, amen.

5 CHAIR GARCIA: Pastor, thank you so much
6 for the blessing and for those wise words.

7 Next let's honor this great nation with
8 the pledge of allegiance. Please stand.

9 ATTENDEES: I pledge allegiance to the
10 flag of the United States of America and to the
11 republic for which it stands, one nation, under
12 God, indivisible with liberty and justice for
13 all.

14 CHAIR GARCIA: Okay. Our safety
15 procedures, please.

16 MR. FERNANDEZ: Good afternoon. Thank
17 you, Mr. Chairman.

18 To our guests and visitors, this meeting
19 is in the afternoon, different from our morning
20 meetings, so I would like to start by saying in
21 the event of evacuation, we would normally have
22 employees in the District that would don a
23 safety vest and meet you at the ends of the
24 parking lots. There are no employees this
25 afternoon. They have all gone home for the

1 day, but please follow that same procedure. If
2 we do need to evacuate, make your way out the
3 nearest exit. There is an exit in the front of
4 the building where you entered. There is also
5 one through these two doors that will talk you
6 and lead you out through the back of the
7 building. Make your way to the ends of the
8 parking lot so that we can take attendance.
9 Make sure everyone is exited, and then we can
10 wait for emergency responders to tell us when
11 it's safe to come back in. If we do need an
12 AED or a First Aid kit, we have those available
13 at the security desk, and we will get those and
14 bring them in to provide care for whoever needs
15 it.

16 Thank you very much, and enjoy the
17 meeting.

18 CHAIR GARCIA: Thank you. And next up,
19 public comments. We have one public comment
20 from Ms. Debbie McDonald.

21 Welcome back, Ms. McDonald. And just for
22 the record, indicate whether you are here in a
23 representative capacity.

24 MS. McDONALD: Just me, thank you.

25 CHAIR GARCIA: Thank you.

1 MS. McDONALD: I am here today to remind
2 the Board to please focus on their job and stop
3 stirring up controversy and chaos.

4 Dissimilating political news the Board is
5 making are generating negative publicity,
6 costing taxpayers millions in legal fees.

7 The employee turnover that this
8 unnecessary chaos has caused is alarming. The
9 chief of public works, the chief of facilities,
10 and the fire chief have all resigned to retire
11 early, along with countless employees.

12 Mr. Classe, the previous administrator,
13 was escorted out of the building after he was
14 dismissed.

15 And, Mr. Gilzean, your assistant also has
16 resigned after being here for many, many years.

17 If this chaos continues, there will be
18 many more essential employees who leave because
19 they feel silenced and intimidated.

20 Ultimately your primary job is to run a
21 special district, in which there are hundreds
22 in Florida. I live in a special district, as
23 well. Also down the road are seniors that live
24 in the Villages up the road. These districts
25 have many needs, including infrastructure,

1 disaster preparedness, and long term planning
2 for growth. Everyday District needs should be
3 the focus on this Board. Instead it appears
4 this Board was assembled to create chaos
5 through controversial news that don't benefit
6 anyone. The only beneficiary of this
7 manufactured chaos is Ron DeSantis and
8 apparently the Republican Party of Florida, and
9 I am not sure how that is going.

10 I want to remind the Board and this
11 audience that legal fees are piling up in the
12 millions, and they are eating away at the
13 budget that could be helping build
14 infrastructure and employees in a time of high
15 inflation and much more.

16 In the end, people often voted for
17 Republicans because they want the government
18 out of the way. Instead, we see a government
19 that is being recognized as creating a
20 political revenge at all of our expense,
21 especially the employees who work for this
22 District. These are nice people. They have
23 families, and they are very, very loyal.

24 People who move to Florida for freedom
25 want to live in a place where public

1 institutions are enriched by a small
2 well-connected group of people to carry out an
3 agenda. I urge the Board to engage longterm
4 thinking, and challenge them to stay out of the
5 process and actually govern this District.
6 Again, please consider a compromise, Mr.
7 Eisner. Thank you.

8 MR. AUNGST: Mr. Iger.

9 MS. McDONALD: Iger, sorry. Thank you
10 very much.

11 CHAIR GARCIA: Thank you for your
12 comments.

13 And now we will go to the consent agenda.
14 Is there anyone that wants to pull any items
15 from the consent agenda?

16 MR. AUNGST: Mr. Chairman, I would like to
17 have a discussion on item 6.3, please.

18 CHAIR GARCIA: Okay. Will we have
19 discussion now?

20 MR. GILZEAN: Yes, sir, at this time, I
21 would like to bring up our acting fire chief to
22 give a presentation on 6.3.

23 MR. FERRARI: Good afternoon, Mr. Gilzean,
24 and Members of the Board. I am Eric Ferrari,
25 the acting fire chief here to present to you

1 the proposal for the purchase of two class a
2 pumpers, the fire engines we use in our fleet.

3 So we are proposing a purchase from
4 Sutphen, extreme-duty trucks. We currently own
5 one Sutphen. It's the first in our fleet. We
6 took the liberty of Sutphen just a few months
7 ago, along with a competitor just behind it
8 from Pierce, and these are the two competing
9 bids for this purchase.

10 We operate four Frontline engines in our
11 jurisdiction, one in each fire station. And
12 Frontline fire engines have approximately a ten
13 year service life, but typically not more than
14 15 years, and there are a lot of factors that
15 affect the refresh cycle, wear and tear, hours
16 on the pump, maintenance issues. And then if
17 there is a significant change to the standard
18 that the engines are built to, a safety change,
19 might prompt an earlier change-out of an
20 engine. So for us, our Frontline engines after
21 approximately ten years go into reserve status,
22 and we will keep them in reserve status for
23 up-staffing purposes, and also while the
24 Frontline engines are being serviced, we can
25 put a reserve engine in that is beyond that

1 ten-year life cycle and still continue to be
2 maintained. We typically will not run a piece
3 of apparatus beyond 20 years, that is a good
4 benchmark to retire it. And then this purchase
5 that we are proposing would replace Frontline
6 units Engine 31 and Engine 11, so these
7 Sutphens would be expected to be delivered
8 sometime in FY2027. We are targeting
9 February '27 due to production delays and
10 resource availability. That's the latest they
11 will deliver the unit. There is a potential
12 they could deliver a few months earlier, which,
13 of course, we would welcome.

14 So as I mentioned before, we previously
15 purchased from Sutphen and Pierce. They are
16 two competing companies and manufacturers.
17 When you place them side by side in the bid
18 cycle, Sutphen came back a little bit higher.
19 However, that really was an apples-to-oranges
20 comparison. And fortunate for us, we took
21 delivery of these two units brand new and were
22 able to physically put them side by side and
23 compare them. And just to take you back a
24 little bit, we purchased these two units during
25 -- coming out of Covid based on availability.

1 They had very limited availability in fire
2 apparatus, and there was not much choice, we
3 needed to get apparatus here, and these two
4 manufacturers could have them delivered on
5 time, and that's how we ended up with them.
6 But when you put them side by side, the Sutphen
7 has increased water capacity. All fire engines
8 carry water onboard. So you have a 750-gallon
9 versus 500-gallon tank onboard, and then
10 significant storage space on the Sutphen,
11 enhanced storage capability. In fire service,
12 we like to pack a lot of equipment on the
13 engine, get as much as we can on the scene, and
14 the Sutphen is definitely more accommodating to
15 that need.

16 And when you look at the build of both
17 units, both acceptable. We are happy with both
18 units. However, the Sutphen by far is in a
19 league of its own.

20 And the last, when working with fleet,
21 they have a local representative that can be
22 onsite here quickly for Sutphen. Pierce they
23 are up in Sanford, not a huge difficulty, but
24 definitely more convenient to have a local
25 representative onsite should we need them.

1 So this purchase will be funded through
2 FY2025, the operating account 5609506, and will
3 pay half \$902,040, and the remainder in FY2026,
4 \$902,040. So we are asking your approval for
5 this purchase.

6 And I will entertain any questions.

7 CHAIR GARCIA: Any questions?

8 MR. AUNGST: Thank you, Mr. Chair.

9 I just wanted to point out that when I
10 first met with the men and women of our fire
11 department, in particular, the fire unit, the
12 first thing I heard wasn't about compensation.
13 It was about life safety and the age of the
14 vehicles, and particularly the Frontline
15 vehicles.

16 And, Chief, I just wanted to confirm, is
17 it my understanding when this Board was
18 appointed, that we had several Frontline
19 vehicles that were over 15 years, and maybe
20 even one or two that were over 20 years old?

21 MR. FERRARI: That's correct. We
22 definitely had an aging fleet, and then coming
23 out of Covid, we were really, really in a bind.
24 Now with the two new engines that we took
25 delivery on with this year make and model, and

1 then the other one I mentioned around the 2015
2 mark, so our fleet has definitely now taken a
3 leap forward.

4 MR. AUNGST: I just wanted to thank this
5 Board and Mr. Gilzean, and thank you for your
6 leadership and the fire unit and all the men
7 and women, our first responders for bringing
8 this issue up and getting us back on that
9 10-year Frontline, 15 to 20-year reserve and
10 replacing those vehicles as they should be
11 replaced in the best practices. So I
12 appreciate it. Thank you.

13 MR. FERRARI: Yes, sir, we are in much
14 better shape today than we were two years ago,
15 without a doubt, both on the Frontline engine
16 and also on the rescue ambulances that we order
17 and maintain.

18 CHAIR GARCIA: Any other questions or
19 comments from fellow Board members?

20 Chief, thank you very much for that very
21 informative report. We appreciate that.

22 MR. FERRARI: Yes, sir.

23 MS. ZIEGLER: No, I just wanted to
24 highlight because I think I heard in the public
25 comments, and I have heard this before, again

1 this Board being a very unique setup, we had to
2 start from ground zero almost to put it in
3 place for best practices, one being the
4 procurement policy we just put in place, I
5 think it's really important with a lot of
6 people watching the intent is to be transparent
7 and have good systems in place to have this run
8 as an efficient government operation, so I just
9 wanted to highlight that.

10 Thank you Mr. Garcia and Mr. Gilzean.

11 CHAIR GARCIA: Thank you for those
12 comments.

13 Any other questions or comments from the
14 Board? No? Hearing none.

15 Thank you again, Chief, for that very
16 informative report.

17 Let me ask Mr. Ardaman, so this has been
18 pulled from the consent agenda. Do we vote on
19 that separately?

20 MR. ARDAMAN: You can go ahead and
21 consider the entire consent agenda in its
22 total. It was just a discussion about all the
23 items. You are fine approving the consent
24 agenda in toto.

25 CHAIR GARCIA: Okay. Perfect. With that

1 explanation, is there a motion we approve the
2 consent agenda?

3 MR. AUNGST: So moved.

4 CHAIR GARCIA: Is there a second?

5 MR. BARAKAT: Second.

6 CHAIR GARCIA: All in favor indicate by
7 saying aye.

8 THE BOARD: Aye.

9 CHAIR GARCIA: Any opposed? Let the
10 record reflect, the vote passed unanimously.

11 Okay. Next reports, management reports,
12 Mr. Gilzean.

13 MR. GILZEAN: Thank you, Mr. Chair,
14 Members of the Board.

15 During our meeting today, we have several
16 acknowledgments, including our first employee
17 excellence award. Along with the celebration
18 of my good friend, retired Mr. Mike Rickabaugh,
19 we are grateful for all of our employees, and
20 we want to publicly acknowledge their
21 dedication and sacrifice. Simultaneously the
22 District will be implementing new programs to
23 increase transparency operations, including the
24 new procurement processes we just alluded to a
25 second ago by our Board member, which allowed

1 for the adoption of contracts on today's
2 agenda. We have also started union
3 negotiations with B unit, and lastly we
4 finalized our fiscal year '24 budget and
5 addressed the annual pass program that's been
6 in the news.

7 I want to take a moment to discuss each of
8 these in detail, beginning with our beloved,
9 good friend Mike Rickabaugh. I would like to
10 acknowledge the retirement of the legendary
11 Mike Rickabaugh. Mike retired from our
12 building and safety department after 20 years
13 of service. Although Mike did retire at the
14 beginning of this month, he was so gracious to
15 return here today with his beautiful bride, so
16 that way we can honor him and recognize him.

17 For those who don't know Mike, he is an
18 institution in the District. He has brought so
19 much joy to capitalist families across the
20 world. I know he had a lot to do with the
21 Expedition Everest rollercoaster ride in Animal
22 Kingdom and many other beloved favorites for
23 generations of families. His contributions to
24 hotels and attractions across the District are
25 an incredible testament to his abilities. He's

1 always emphasized pride in ownership, which is
2 reflected in the quality of his work. More
3 than that, Mike is just an overall good guy.
4 He supports his team and always goes the extra
5 mile to get the job done. In fact, I have a
6 piece of correspondence from Mr. Rob Wagner,
7 the senior VP of construction for the Drury
8 Development that highlights Mike's remarkable
9 character. Mr. Wagner writes, "It has been
10 great working with you, Mike, over the last few
11 years. As many have told you, my first
12 impressions of you were one of a hardline, no
13 compassion, no flexibility government building
14 official. Boy was I wrong. The evening you
15 turned around for me while sitting in traffic
16 was one that I will never forget. I think I
17 teared up when you agreed to do so. The simple
18 act of human kindness showed me that you were
19 invested as much as I was to get our project
20 open for business. I would have done anything
21 you asked after that point. It really had a
22 big impact on me. Every time I pull up to our
23 hotel, I think about the evening and the guests
24 is that when I was no longer a Drury employee,
25 I will always think about the gesture as I pull

1 up to this hotel. Please note that our last
2 hotel project you helped us complete was a
3 difficult one, but wonderful, and you have made
4 our hotel much better, and you have made our
5 hotel process much better, and for that I am
6 forever grateful."

7 Mike has set the example not just for our
8 team but for our taxpayers. We appreciate his
9 dedication. Although I know Kenny and Ryan are
10 holding down the effort, Mike, we will miss
11 you.

12 At this time, I would like to call Mike up
13 to the front so we can do a photo and
14 celebration further.

15 I don't know if you have a couple remarks,
16 do you? Of course you do. If you have a
17 couple remarks, come up and say them, and then
18 we will take a photo.

19 MR. RICKABAUGH: Well, thank you, Mr.
20 Gilzean, for the amazing comments, and thank
21 you for having me back.

22 I have a kind of a history of saying
23 something that after I say it, I think about I
24 shouldn't have said that. What I wanted to say
25 was since April -- yeah, September 8th this

1 is the first time I have had long pants on. It
2 feels a little different.

3 But really the first thing I really want
4 to say is I miss you. I can't tell you how
5 much I miss you, and that's the toughest part
6 in this whole thing is missing everybody every
7 day, and the interaction that we have had, the
8 impact we had on this District.

9 But I want to thank Mr. Gilzean again,
10 Paula, for the nice retirement party that I
11 had, but it was all made great by the employees
12 and all the effort that was put forth. Since I
13 left, since I had that party, I watched the
14 video. I look at all the gifts, and I live it
15 over and over and over, and it's just -- it
16 will never stop, and I can't tell you how much
17 that means to me.

18 But I will quickly say that in August of
19 1979, I accepted my first building official
20 position in an energy boomtown in Wyoming. I
21 took that job from an architect who had it
22 prior to me. I didn't know what was going to
23 be ahead of me in my career. I could never
24 have imagined it. But to end up here after 20
25 years of providing safe environment, a built

1 environment for the tens of millions of people
2 that come here is incredible.

3 I became the building official here after
4 an architect also. I started that way, and I
5 ended that way. And for some reason, in my
6 mind it's like, well, that's amazing. In the
7 building department, in the professional team
8 that we have in the building department, I
9 always said we are the silent defenders. We
10 are the people that are behind the scenes
11 making sure all the life safety elements of the
12 building are there for the workers and guests
13 for us, and I can't ever be able to quantify
14 the respect that I have for the Department and
15 those that work there. They are highly
16 professional.

17 And what comes to mind is the first six
18 months of this year, at least 182 times the
19 inspection team modified their daily work
20 schedule to come in early and work over a
21 weekend to accommodate safe inspections for the
22 user and the guests. We were successful
23 because we had a common goal with the taxpayers
24 and owners within the District, and that was
25 safety, safety in the building environment, so

1 I am proud of that, and I thank you for all
2 this. Thank you.

3 (Applause.)

4 (Photograph taken.)

5 MR. RICKABAUGH: I'm sorry, I forgot to
6 mention that my granddaughter flew in today
7 just for this. No, no, she came here to have a
8 vacation at Disney World.

9 MR. GILZEAN: Mike, you have to
10 acknowledge your wife. Come on.

11 MR. RICKABAUGH: Well, you already
12 acknowledged her. It is one of those things.

13 MRS. RICKABAUGH: Only 53 years of that.

14 MR. RICKABAUGH: So forget what she just
15 said. We have been married 53 years this
16 month.

17 (Applause.)

18 MR. GILZEAN: Over the last several
19 months, I have been listening to and addressing
20 employee concerns via my outreach and open-door
21 policy. I have taken these concerns to heart,
22 and I am very grateful for the team and will do
23 everything possible, and take a little moment
24 of today's meeting to show it. With that in
25 mind, we have a few more promotions to announce

1 and awards to grant.

2 We will start with the promotions. For
3 those who are unaware, Ms. Tanya Naylor was
4 recently promoted to director of security and
5 emergency management. Tanya has worked within
6 the bounds of the fire department. But given
7 our new emphasis on public safety in the
8 District, she's been recently elevated to
9 director, and reports directly to me.

10 For those who -- for those who know -- for
11 those who missed the last Board meeting, Tanya
12 has led the charge for hurricane response, and
13 did so with precision and excellence.

14 Tanya's career started at Walt Disney
15 World in 1996 and was on the opening task force
16 for Hong Kong Disneyland. She joined the
17 security team in 2007 as a frontline leader in
18 the parks resorts and communications center
19 before joining management in 2010. As an area
20 security manager, Tanya was responsible for
21 background department, labor and scheduling.
22 She ultimately took over the area management
23 position at the communication and emergency
24 operations center in 2011. Tanya joined the
25 District in 2014 as the first emergency

1 manager. She served with us for almost ten
2 years. Tanya works around the clock to ensure
3 all taxpayers, guests and employees stay safe.
4 She jokingly calls herself the doom and gloom
5 because if it can go wrong, she has already
6 considered it, and has an action plan to either
7 prevent disaster or respond to mitigate and
8 minimize any issues.

9 Thank you, Tanya, for worrying so we don't
10 have to. We appreciate everything you do to
11 keep us safe.

12 The second promotion announcement is that
13 of Michele Dicus. Michele was recently
14 promoted to director of human resources earlier
15 this summer, but has yet to be properly
16 acknowledged, which is why we are doing this
17 today.

18 Michele's career started in the District
19 in 2006. In fact, she was recently celebrating
20 her 17-year anniversary on Monday.

21 Congratulations, Michele.

22 Although, many know Michele for her
23 working the benefits area, she has a much
24 larger impact on the entire District. She has
25 always been involved and volunteered for

1 events, recently becoming the chairperson for
2 the employee engagement committee. She also is
3 a member of the national and local HR benefits
4 and compensation organizations locally.

5 Michele is an exceedingly pleasant person who
6 sets the tone for her department and the
7 District as a whole. We truly appreciate
8 Michele's commitment to our employees while
9 being in public service.

10 Michele, you are already thriving in your
11 position, and we wish you the best as you
12 continue in your new role.

13 Let's congratulate both Tanya and Michele.
14 We appreciate you both.

15 (Applause.)

16 MR. GILZEAN: All right. So the next
17 segment of business, which is one of my
18 favorite, I am excited about bringing this
19 effort forward, it has been a function that
20 went defunct for the past couple years, and we
21 are re-enhancing it, brought it back and
22 enhanced it and made sure we can analyze, but
23 more importantly recognize our colleagues, and
24 we are always going to do that at Board
25 meetings going forward. So here we are.

1 Let's see, earlier this month everyone in
2 the District should have received a
3 correspondence announcing a new employee
4 incentive program, the excellence awards, which
5 recognize the exceptional work our employees
6 undertake each and every day. The award
7 program consists of four levels, bronze,
8 silver, gold and platinum, which allow
9 employees to earn up to \$2,000 for their
10 outstanding contributions for the District.

11 I would like to, once again, acknowledge
12 Michele, our director of human resources.
13 Michele is the first recipient of the employee
14 excellence award. For those who are unaware,
15 Michele was a strategic leader who stepped
16 outside her duties to collaborate and launch
17 the first ever summer youth internship program
18 in conjunction with Neo City Career Source. We
19 know there were other colleagues that supported
20 her, but she allowed this program and allowed
21 the local students to learn more about the
22 District and how it functions while providing
23 real world experience to high school students
24 in fields such as accounting, science,
25 construction and emergency management. While

1 she worked collaboratively with other
2 departments to establish this program,
3 Michele's leadership and followthrough allowed
4 these students to thrive. She went above and
5 beyond her role by undertaking the
6 responsibilities in lieu of her supervisor.

7 Her contribution included attending job
8 fairs to help interview the students for her
9 program, establishing a new student
10 orientation, and became an instrumental mentor
11 for the students during their time here. She
12 also ensured students had transportation to and
13 from their individual assignments. Michele
14 helped periodically with feedback sessions from
15 the students, which provided suggestions for
16 future classes in the internship program.
17 Michele's effort helped create and support a
18 new facet of our workplace culture. By
19 building on our positive respectful working
20 environment, Michele also created opportunities
21 which offered valuable life lessons that will
22 shape the leaders of tomorrow.

23 Ultimately her efforts outside the scope
24 of her standard work directly tie into the
25 contribution of our strategic goals as a

1 District. For that, we commend her. Thank you
2 Michele for going the extra mile.

3 At this time, I would like to call Michele
4 to the front to receive her award.

5 (Applause.)

6 MR. GILZEAN: All right. Now we will move
7 on to the financial discussions of the day.
8 First to the contract. As I previously
9 mentioned, we are moving forward with efforts
10 to bolster transparency across the District.
11 The Board publicly examined the contract for
12 the District as a direct result of our new
13 procurement policy. This public examination
14 allowed for everyone to review the business of
15 the District in the sunshine. Under our
16 guidelines, the contracts authorize a single
17 dollar amount that I can approve as
18 administrator. As such, we brought them before
19 the Board for an approval. I want to thank the
20 Board and our procurement staff for diligently
21 completing these contracts.

22 We are also in the process of advancing
23 our bi-local agenda opening new opportunities
24 to local vendors and veteran-owned vendors, and
25 encouraging them to apply. I hope to have more

1 robust update of the progress of these projects
2 in our October Board.

3 The second element of extensive financial
4 discussion. I want to alert the Board and the
5 public that the second union contract
6 negotiation is underway. Our chief of staff
7 always intended the CFO, Susan Higginbotham,
8 have begun contract negotiation for the B unit.
9 They have met on September 19th and 20th.
10 Negotiations are progressing smoothly. With
11 temporary agreements reached on roughly 25
12 articles, we will resume talks on
13 October 6th, the B unit current contract
14 expires on December the 31st. I am confident
15 that we will be able to complete this
16 negotiation before the deadline. I appreciate
17 everyone's diligence to ensure we achieve this
18 goal.

19 And last -- we have a couple more things.
20 So now moving on to our reports from our
21 partners PRAG. At this time, I would like to
22 call up Wendell Gaertner, the senior management
23 director of PRAG to provide an overview of this
24 project. Following Mr. Gaertner's
25 presentation, Mr. Thierry Boveri, the vice

1 president of Raftelis will come up and share a
2 report on the utility rates.

3 Mr. Gaertner, you are recognized.

4 MR. GAERTNER: Thank you.

5 Later this evening the Board will be
6 presented with the and has to approve the
7 utility budget for fiscal year 2024 that will
8 include the setting of rates. And I know you
9 understand this or know this, but I just
10 thought it would be helpful to highlight a
11 couple points to consider.

12 First the District owns and operates a
13 complicated utility that provides multiple
14 utility services. After the next guest service
15 payment next week, the District will have
16 \$139 million of debt outstanding secured by the
17 net revenues of the utility system.

18 The Board has an obligation under that
19 trust indenture to set rates that are
20 sufficient to operate and maintain the system,
21 fund all reserves, and pay that service. The
22 Board also has an obligation under the trust
23 indenture to adopt a budget annually by the end
24 of the fiscal year for the ending fiscal year,
25 which is what you will be doing this evening.

1 Under the trust indenture, the utility is
2 a closed system. We said that before. It
3 means all the revenues of the utility system
4 have to remain in the benefit of the system.
5 They can't be used for any other general fund
6 purpose.

7 And finally, pursuant to the labor
8 services agreement, the operations of the
9 utility, including budgeting, is the
10 responsibility of Reedy Creek Energy Services,
11 or RCES, a wholly owned affiliate of the Walt
12 Disney World Company.

13 Because of this unique structure, early in
14 our engagement we recommended that the District
15 engage a utility rate consultant to review
16 RCES's procedures and policies as they develop
17 a budget for you. We made this recommendation
18 to provide you, the Board and staff, a level of
19 comfort that it was meeting its legal
20 obligations under the trust indenture, and we
21 are also to provide comfort to the users of the
22 utility.

23 Under the terms of the trust indenture,
24 the District is requiring to engage a
25 consulting engineer to produce an annual report

1 at the end of the fiscal year, reviewing the
2 operations, maintenance and performance of the
3 District. Those reports prepared by the
4 engineering firm, Leidos, are a historical
5 review. Leidos's reports can be consider a
6 report card.

7 For fiscal year 2022, the most recent, the
8 report stated, nothing has come to our
9 attention during the period the District has
10 failed in any material way to perform or comply
11 with the covenants and agreements contained in
12 the indenture clause.

13 Raftelis's focus is really in the
14 practices and procedures used to develop the
15 upcoming budget. You will hear the report
16 next, and I want to stress again that their
17 analysis really focuses on reasonableness.
18 There is no perfect budget, especially for a
19 utility. A significant amount of fixed cost
20 and variable costs will be impacted by demand
21 and consumption throughout the year. Last
22 month you heard Raftelis's report on the
23 reasonableness of the labor service agreement,
24 which is a significant component of the budget,
25 and today's presentation will take that

1 analysis a step further.

2 After Raftelis's report, you will have the
3 details proposed in the budget by RCES.

4 And some final thoughts to keep in mind;
5 first you have flexibility. Unlike the millage
6 setting what you do for your general fund
7 budget, you have the opportunity to amend the
8 utility budget during the year as conditions
9 change, and that has happened frequently in the
10 past.

11 Second, you do have to consider the future
12 as part of this year's budget. Part of your
13 obligation to bond holders is to maintain the
14 system so that it can continue to generate
15 revenues to provide high quality service and
16 pay debt service. Utilities are capital
17 intensive, and historically utilities borrow
18 money every few years, three to five years on
19 average, most recently in 2018 and 2021.

20 The budget that you will be presented does
21 contemplate a bond issue later this year.
22 Given the age of the utilities assets, the
23 potential need for debt doesn't appear
24 unreasonable, but you are not being asked at
25 this time to approve any borrowing. Any

1 borrowing would happen later in the year, and
2 it would be presented once staff has reviewed
3 it, we reviewed it, and the project cost and
4 that structure finalized and presented for you.
5 Approving this budget does not obligate you to
6 approve the debt.

7 And finally, I want to stress that PRAG
8 participated in Raftelis's review. We reviewed
9 the major documentation. We participated in
10 the meetings with Raftelis staff and RCES, and
11 we discussed the findings with Raftelis and
12 staff. We agree with Raftelis's findings and
13 their recommendations for future enhancements,
14 and recommended an option proposed budget.

15 I will be available to address any
16 questions.

17 MR. GILZEAN: Thierry.

18 MR. BOVERI: Good evening. Thank you,
19 Members of the Board.

20 For the record, my name is Thierry Boveri
21 from Raftelis. Here with me this evening is
22 Amanda Gucci who provided work on the Electric
23 and Natural Gas Foundations & System.

24 I have a bridge presentation that touches
25 on the key findings of the evaluation, details

1 of our analysis and report, which is included
2 in your package.

3 Just a little bit about our firm, we are
4 about 160 consultants around the country, and
5 we pride ourselves on being one of the largest
6 firms that practice in the specialized area of
7 utility financial management and consultation.

8 So the key objectives included six
9 elements that fall under overall general
10 element, which was to provide utility rate
11 consulting services, value reasonableness of
12 utility operations and finances. I will talk a
13 little bit about our approach in the next slide
14 how we approach that.

15 The second objective and the third
16 objective combined together, overview of the
17 rates and financial planning for RCES as
18 relates to the District, followed by the review
19 of the power purchase agreement, which is still
20 currently ongoing, as we mentioned. And
21 finally the labor services agreement, which our
22 findings on that were previously presented last
23 month as Mr. Gaertner mentioned.

24 So our approach in the evaluation of this
25 study was to do a desktop review of all

1 relevant documentation. Mr. Gaertner touched
2 on several of those elements, including the
3 trust indenture, labor services agreement. We
4 worked with District staff, RCES staff to
5 identify any relevant policies as they relate
6 to business operations. We reviewed the
7 engineering reports as mentioned, the Leidos
8 report that is done annually with an onsite
9 review every three years. I believe the last
10 onsite review was performed in 2021, and we
11 also examined continued disclosure, files
12 reported to the rating agencies and disclosure
13 for the bond holders, as well as financial
14 statements, and we performed some desktop
15 evaluations of the financial conditions. I
16 will mention in a moment, but as Mr. Gaertner
17 said, there is a pretty substantial amount of
18 need for capital reinvestment identified in the
19 capital improvement plan over the next years,
20 probably going to require some issuance of
21 debt. Everything generally seemed reasonable
22 from our perspective. And one of the elements
23 in our report that we highlighted in the
24 systems overview was that the current
25 investment in utility infrastructure,

1 70 percent is accumulated appreciation at this
2 point. So a significant amount of utility
3 infrastructure is approaching or reaching its
4 service life and will require reinvestment, so
5 the capital improvement plan has been
6 identified to be able to support that. Mandy
7 touched on it a little bit in the budget
8 process. That was just one element of some of
9 the work that we did and kind of more detailed
10 to kind of validate and look at the
11 reasonableness of the budget and what was being
12 proposed.

13 Another element to our valuation beyond
14 the desktop valuation documentation was to do
15 some benchmarking. That benchmarking included
16 a review of rates, the comparability of those
17 rates. We performed our own benchmarking in
18 addition to the benchmarking that RCES does
19 through Leidos and engineering consultants, and
20 while we generally surveyed similar entities,
21 the end result was comparable, that generally
22 was reasonable.

23 Finally, the last aspect of our valuation
24 were staff interviews. Several multiple staff
25 reviews going over the annual AOP model, annual

1 planning model and longterm planning model to
2 assess its reasonableness and approach, which I
3 will touch on in a second.

4 So one of the things we talked about when
5 we developed this report with staff was trying
6 to provide an overview of the differences
7 between some terminology in our industry, cost
8 of service, revenue sufficiency, what is sort
9 of the difference between those things? And I
10 think that the easiest way to think about this
11 is revenue sufficiency is more like your budget
12 process. Do we have enough money coming in to
13 balance against money going out? Do we have
14 enough cash in the bank? And the utility
15 operations, as Mr. Gaertner mentioned, are
16 complex, and there are over eight different
17 utility services, which on the next slide will
18 present an overview of the revenues. And so
19 it's operated as one funding. The biggest
20 element we need to make sure is do we have
21 enough funds to continue operation, and have we
22 balanced our rate revenues against our
23 operating cost or debt service and our plan
24 worked in capital reinvestment.

25 The other element once we figured out the

1 overall rate review system needs for the
2 utility operations is cost of service
3 valuation. This is where we are allocating the
4 cost of the different utility operations. In
5 most cases, when RCES staff puts together their
6 strategic plans on this, annual strategic
7 plans, they have already identified what those
8 costs are and have separate accounting, and the
9 District has separate accounting for each of
10 the utility operations, and then that forms the
11 foundation for the individual system rate
12 revenue adjustments.

13 And the cost of service aspect takes that
14 a little bit of a step further and then
15 allocates those costs to the various rate
16 components and customer classes within the
17 system. That is an analysis that is typically
18 performed less frequently. So whereas the
19 revenue sufficiency to evaluate whether we have
20 sufficient revenues to cover cost and adjusting
21 our rates wholesale in that regard would be
22 done annually. Cost of service may be done
23 less frequently, three to five years, sometimes
24 ten years. Usually there is a trigger
25 mechanism for why you would want to look at

1 that, if you have a significant change in your
2 operations, your debt, things of that nature.

3 So RCES and the District have in the past
4 performed their revenue sufficiency task on an
5 annual basis. Currently process service is
6 being done on the solid waste system, and I
7 believe in talking with RCES staff, there are
8 intentions or plans over the next several years
9 to attack cost of service and other aspects of
10 the utility operations to maintain the
11 reasonableness of the rates.

12 So as I mentioned before, the District
13 operates eight utility services as an
14 enterprises fund, and similar in concept to the
15 close fund, the utilities must generate all the
16 revenue to fund operations from the service
17 fees themselves. Hence why we need to adjust
18 the rates annually to ensure sufficient
19 revenues to cover cost of service.

20 I apologize, the font is a bit small with
21 the table, but this was just to demonstrate
22 over the past couple years from the continuing
23 disclosure report the annual amounts of revenue
24 generated for each one the systems in operation
25 under the purview of the District.

1 As you can see, the electric system
2 represents about 55, 56 percent of the total
3 revenue. It is the majority followed by
4 wastewater system and the chilled water system.

5 The customer base for the utility, unlike
6 many of the other studies, we tend to do
7 studies which is predominantly commercial.

8 Many times we would perform these studies, the
9 residential mix is a greater representation.

10 But in this particular case, this is

11 effectively a commercial business operation.

12 And the other point to mention is that of the

13 services provided, the chilled and hot water

14 services are primarily for the Walt Disney

15 Company and its affiliates. As a consequence

16 of that -- and I think as mentioned before --

17 82 percent of the revenues that are generated

18 for the utility services are derived from Walt

19 Disney and its affiliates.

20 As far as objective one, as I mentioned

21 before, this is a general overview, you know,

22 and I touched a little bit about the capital

23 reinvestment, looking at the audited financial

24 statements, and gleaning some details of this

25 consulting engineer's report, as well. This

1 was where we determined that generally it
2 seemed like the utility is being operated in an
3 economic and efficient manner and reasonable.
4 That was one of the main findings of the
5 consulting engineer's report from 2022.

6 The other key finding for us was that the
7 utility continues to operate or maintain a high
8 investment great credit rating with the major
9 credit rating agencies, Moody's, Francesca's
10 and (inaudible.)

11 I have already touched on point three,
12 given the age of the infrastructure, recent
13 trends that the CFE appears reasonable. And as
14 mentioned, the rates of service are very
15 competitive within the region based on our
16 benchmarking comparisons.

17 And then the last point, and I just wanted
18 to kind of touch on this that we really
19 appreciate RCES and their staff and the
20 District staff and their assistance that they
21 provided us through the engagement. They were
22 very professional, and you know, it
23 demonstrates their skill and capability. And
24 in our report, we document some of the years of
25 experience of the key leaders of the RCES

1 utility staff responsible for the utility
2 operations. And at least half of them are 30
3 years or more. And many of them are at 20
4 years in their first year leading their
5 respective managerial roles within those
6 utility functions, so very strong management
7 team.

8 And in addition to that, as we presented
9 during the labor services discussion, that many
10 of the staff that is hired at the frontline
11 work level are also experienced staff members.
12 They don't hire brand new folks that don't have
13 a lot of experience. Everybody is generally
14 very experienced at all levels of the
15 operation.

16 So objectives two and three you can see
17 they are written out, relate to the value of
18 the reasonableness of the financial planning
19 and the rates. And as I mentioned before, the
20 way that we did a desktop review of all the
21 relevant documentation, but we also had an
22 opportunity, as I mentioned before, to sit down
23 with staff and review their financial models
24 they used to develop. And the process they go
25 through is generally consistent with procedures

1 that we see employed through the development of
2 financial planning for other utilities. There
3 are going to be differences because of the
4 unique characteristics of this utility
5 operation, as I mentioned before the commercial
6 aspect of that with the electric rates being
7 the No. 1 element, you can sometimes see
8 fluctuations and the need to adjust rates
9 because fuel costs are fairly volatile, so we
10 need to adjust the rates.

11 But if you look over the last several
12 years since 2019, the utility rate increases
13 have generally been inflationary in nature.
14 There was a need to bump them up a little bit
15 higher in the few years during Covid when there
16 was a pullback in demand in the system when we
17 evaluated, and then there was, of course,
18 reduction more recently in those rates. And I
19 believe for fiscal year 2024, the rates are
20 being on average generally held constant. Now,
21 within the individual systems themselves there
22 are some adjustments being made notably within
23 the solid waste system rates, as it will be
24 presented in the budget, and some of the
25 drivers for those cost increases, but overall

1 revenues are generally consistent from 2023 to
2 2024.

3 So the other element of our analysis, you
4 know, now that we touched on sort of our review
5 and what we have done is one of the key
6 findings was that it's recommended that the
7 District evaluate the feasibility of either
8 establishing a separate fund by utility service
9 or performing true-ups at the close of each
10 fiscal year. Because it was a one-point
11 system, if you don't do these true-ups at the
12 end of the year, you can build up some
13 differences among the different utility
14 systems. You know, I don't know if it's very
15 feasible to set up separate funds, and the
16 District already has separate accounting for
17 the utility, so probably a true-up would be
18 sufficient performed at the end of the year to
19 ensure the reasonableness of the rates, and it
20 is factored year after year. But generally
21 speaking, we didn't find anything that was a
22 major concern. This was just a recommendation.

23 The other element kind of in a similar
24 vein to that, item three under recommendations
25 for objective two and three is to recommend the

1 District do a true-up to the debt service
2 allocation after debt proceeds are spent for
3 each debt issue. Based on our discussions with
4 RCES staff, debt is always an issue. We may
5 refinance debt, but new debt isn't always
6 issued every year. When it does happen, there
7 is an assumption how we will spend that money
8 for the capital needs of the system, and you
9 know, they are estimates at that point. So if
10 we are funding multiple projects from different
11 utility systems, basically our recommendation
12 is just go back and review that at the close of
13 the construction of the project maybe two or
14 three years after all the proceeds are spent
15 and the projects are done, and ensure that the
16 allocation of that debt service among the
17 systems was consistent with how proceeds were
18 spent.

19 And then the final recommendation, as I
20 mentioned, before it is fairly customary to
21 look at the cost service for each one of the
22 utility systems periodically. There is no
23 science behind a three- to five-year
24 recommendation, or even a five- to ten-year
25 recommendation. I think that the most

1 important thing is to evaluate on an as-needed
2 basis. Once you set the cost of service, you
3 set the rate components, the cost recovery
4 among the systems. Evaluating it periodically
5 is always a good thing, but the main trigger
6 should be do we have a change in operations?
7 Has there been material changes and our cost
8 structure, things of those nature you can think
9 of trigger mechanisms for the need to do that.
10 I think that RCES recognizes that. As I
11 mentioned earlier, the rates overall are not
12 going up that much across the board. But you
13 will find that the solid waste system needs to
14 adjust base on the cost of service there fairly
15 substantially. And I think that that is
16 something where that sort of was a trigger
17 mechanism to, one, have RCES look at cost of
18 service. Hence why they are looking at that
19 now as an example.

20 So the next objective that we touched on
21 was examining the power purchase agreement, and
22 that included a review of all of the different
23 power generating infrastructure and agreements,
24 and that evaluation is still currently under
25 review. We are fairly far along near

1 completion on that, and we expect to be
2 complete by next month and can provide a report
3 on that. But nothing has come to our attention
4 at this time that would cause any concern
5 related to that objective and analysis.

6 And finally, objectives five and six I
7 have already been before the Board to present
8 on these at the August 23rd meeting, and it
9 was in response to the discussion about the
10 labor services agreement, which we effectively
11 concluded was generally reasonable, and the key
12 elements of that, and I already touched on
13 these points earlier, that RCES hires
14 experienced staff. There was a need to do some
15 adjustments based on some of the benchmarking
16 for the electric frontline professionals, the
17 proposed increase was generally reasonable, and
18 market and economic trends support the salary
19 actions that were proposed and subsequently
20 approved by the Board.

21 And with that, I would like to open up to
22 any questions you may have at this time.

23 CHAIR GARCIA: Any questions from my
24 fellow Board members?

25 MR. BARAKAT: I guess -- one question I

1 guess I might ask, obviously the last few years
2 we have seen some unprecedented, or at least in
3 the last several decades unprecedented cost
4 increases, rates of inflation. I mean, to what
5 extent when you talk about reassessing our
6 agreements every five to ten years, you know,
7 do we think about these things in these
8 unprecedented times?

9 MR. BOVERI: Well, I think based on our
10 discussions with the staff and review of
11 financial planning, what happened was a pretty
12 significant drop in demand, and that's what
13 drove the need to adjust the rates. I believe
14 that the inflation and the cost that has been
15 observed has been perhaps somewhat acute in
16 certain areas of the operation. When we think
17 about the electric, you have the fuel costs,
18 that increase and decrease, and those were
19 adjusted accordingly. So I think that through
20 the annual planning process, that can capture a
21 lot of that, the overall cost.

22 I think the issue would be is if the
23 relationship of the underlying cost changed
24 overall. And I think that when you looked at
25 the -- when you think about the solid waste

1 operations as a key area where you need to look
2 at the cost services, and RCES is already doing
3 that.

4 MR. BARAKAT: Thank you.

5 CHAIR GARCIA: Any other questions?

6 I have some questions. So if I understand
7 your presentation, we have got some capital
8 expense requirements that are coming up. Give
9 me a perspective of what the timeline is for
10 that and the process that is followed for the
11 Board to evaluate, and any capex proposals, and
12 then the funding of them, what the alternatives
13 and options are.

14 MR. BOVERI: Well, I have given that
15 opportunity for Mr. Gaertner to touch on that,
16 as well. However, I think that through the
17 budgetary process, and through the planning
18 process that we were privy to, the annual
19 process looks at the budgetary, more of the
20 operating needs. The long term plan that's
21 developed looks at the five-year capital needs
22 of the system, and that gets baked into that
23 financial planning. It really is more of a
24 function of on an as-needed basis. Utilities
25 are very capital intensive, and their life

1 cycles are sporadic in terms of when you need
2 to replace that.

3 So you know, as I mentioned before, you
4 know, the District and RCES, in particular,
5 employs a lot of planning studies and
6 monitoring condition assessments of the
7 infrastructure on an annual and regular basis.
8 And I believe through those, and they can --
9 Mr. Ferrari can probably speak to it better
10 than I can too, and will probably do so in the
11 budget presentation, but that work effort by
12 professionals that serve to evaluate the
13 infrastructure help guide the needs for the
14 capital reinvestment in the system that then
15 feed into the long term planning model and the
16 capital plan needs over the next five years.
17 Once that has been identified, then there is
18 the funding with that, and I believe that's
19 where Mr. Gaertner steps in and assists in
20 identifying the best and most fiscally
21 efficient way to do that with the cost of
22 capital and needs of the system.

23 And typically speaking, the decision about
24 whether you issue debt from our experience in
25 doing these studies is a function of is this an

1 asset that is really long lived? How much cash
2 reserves do we have? We want to maximize and
3 spend down the use of cash reserves before we
4 issue debt. And then we look to debt.

5 In this particular operation, it's pretty
6 tight in terms of the cash reserves that we
7 maintain. We are maintaining just what is
8 required for working capital and unexpected
9 allowances for reinvestment needs, maintenance,
10 unplanned work perhaps. And so these major
11 capital needs, as they arise, and as they've
12 been identified through these plan processes
13 are incorporated into this five-year plan, and
14 financing is identified from there.

15 I don't know, Mr. Gaertner, if you want to
16 add anything to that?

17 CHAIR GARCIA: My question is more direct
18 towards the process, and I understand that
19 there is a capex budget. There is an operating
20 budget. But I am more interested from the
21 Board's perspective of what the process that's
22 followed, and what timeline that we are dealing
23 with?

24 MR. GAERTNER: We are just starting that
25 process now. As part of the budgeting process,

1 RECS said we are identifying some capital
2 needs. They have estimated a \$20 million
3 potential need, but they have not presented
4 exactly what that is. So what we have done in
5 the budget is you will see a \$500,000 increase
6 in debt service, which equates to six months of
7 \$20 million, assuming five percent tax exempt
8 interest rate. So that gives the cushion in
9 there that if the need for debt is needed at
10 that level, it's within the budget. The
11 process would be for them to then come and
12 really show what they need, why they need it.
13 Does it add value? Which part of the utility
14 does it benefit? And then us, as your advisor
15 staff, Raftelis, would look at that, and would
16 bring forward a recommendation as to whether or
17 not it should be financed, or it should be
18 done, how should it be financed, should it be
19 financed shorter term, longer term, should we
20 use debt, cash on hand? We are expecting that
21 you are not going to hear much about the need
22 for debt for another five to six months.

23 CHAIR GARCIA: Okay. So the RCES
24 generates their own internal budget, and then
25 PRAG is going to evaluate the budget and make a

1 recommendation to the Board. And then so there
2 is the approval of the budget process with
3 PRAG's recommendation or blessing, and then the
4 next question is what are the options how to
5 pay for it? And will we also get an
6 independent third-party recommendation from
7 PRAG on that issue, as well?

8 MR. GAERTNER: Yes, we then make
9 recommendations on the issuance of debt, or not
10 to issue debt as part of our fiduciary duty to
11 you.

12 CHAIR GARCIA: Okay. Good. Thank you.

13 Any other questions?

14 MR. PERI: I am wondering if it was within
15 the purview of PRAG to look at the hardening of
16 our facilities?

17 MR. GAERTNER: That is something that we
18 look at the financial aspects of that. It is
19 something that a lot of utilities obviously
20 look at for obvious reasons. Typically when
21 every utility is investing new capital, they
22 are very cognizant of hardening. They are
23 looking at everything that is necessary,
24 whether it be elevation, whether it be
25 strengthening, whether it be location, whether

1 it be redundancy for that, that will
2 automatically happen at this level. What
3 hasn't been done is what would it cost to
4 retrofit and go back, and we haven't done that.

5 MR. PERI: One other question, and that
6 relates to technology. We are seeing now that
7 we are on the cusp of significant advances with
8 battery technology, companies like Elas
9 (phonetic) and so on, and that should change, I
10 would think, some of the financial
11 considerations, particularly if we are looking
12 at plans more than a couple years. Is that
13 something that you have examined at this point?
14 Is that something you see beyond the horizon?
15 How do you see that?

16 MR. GAERTNER: That is something right now
17 that is something we would be aware of.
18 Obviously that would have a major impact on
19 your utility system. Right now, as the report
20 indicated, a lot of your utility comes from
21 power purchase agreements if not generating our
22 own utility directly, and the generating assets
23 you have right now you are kind of keeping in
24 reserve. I think before there would be any
25 moving forward of capital regarding generation

1 facilities we would want to look at battery
2 options and others. One of the things we would
3 expect to see in the near future, Raftelis had
4 talked about a cost of an observed study. The
5 electric system is probably one we would want
6 to do in the next couple years because of that
7 shift that is happening from the generation
8 through solar, and that is changing some of the
9 cost basis, and that would be a trigger that we
10 would look at. I think to look at new
11 technology would be involved if we were looking
12 at new generation facilities, which really
13 isn't something the District looking at at this
14 point.

15 CHAIR GARCIA: Supervisor Peri's question
16 raises an issue with me too. You know, we, as
17 a District, are not really operating the
18 utility operations. They are being done by an
19 independent party. We brought in PRAG in the
20 right setting to come in and advise the Board
21 because we are not experts on the utility
22 business today. And so typically in the
23 business when you have technology, like
24 Supervisor Peri indicated, there is a strategic
25 plan in terms of what the longterm objectives

1 are, and is that something that PRAG is
2 evaluating as to whether RCES has the
3 appropriate strategic plan in place, and
4 whether they are implementing the appropriate
5 technology so if we are allocating capital to
6 something, it's not something that will become
7 obsolete, and those kinds of things?

8 MR. GAERTNER: That's part of what we are
9 doing right now as part of our overarching
10 analysis into the utilities. Obviously our
11 initial focus is how is it operating? Is it
12 operating reasonably? What is the reasonable
13 budget going forward, and then as more of a
14 strategic analysis of what is it going to look
15 like? What changes might be necessary? Some
16 of the things Raftelis recommended we do think
17 make sense. I think part of the analysis would
18 also be, as Raftelis said, even though it's a
19 combined system, how would each stand the
20 financing on its own? And to make sure that
21 the rate payers of one system are really paying
22 for what they are using, and there is not a lot
23 of bleed over. That's obviously a very
24 complicated analysis that will take some time
25 to do, and something we are starting.

1 CHAIR GARCIA: So I am just curious, do
2 you have other situations similar to ours where
3 you have a Board that has oversight
4 responsibility over an independent operating
5 utility operation that's really separate and
6 independent from the oversight Board?

7 MR. GAERTNER: We have some, and Raftelis
8 will probably add a little bit more, that has
9 some aspects that are more privatized and work
10 through that, and some of that is in the solid
11 waste. There are a number of our clients that
12 have waste energy facilities that are privately
13 operated, and the Board has oversight, but not
14 operations. And a lot of our clients in the
15 solid waste area contract for hauling, so they
16 will accept the contracts, but then the haulers
17 are doing it themselves. The magnitude which
18 you have here, your entire system is a little
19 bit different.

20 CHAIR GARCIA: And so we have the utmost
21 confidence in PRAG, but I just want to make
22 sure that we, as a Board, are following best
23 practices on how we evaluate this budget that's
24 going to be presented to us and our various
25 options, and as Supervisor Peri says, make sure

1 that there is a strategic plan in place for the
2 utility that is in best practices, and I don't
3 know what that process is because this is all
4 new to us, and so we are going to rely upon
5 PRAG to tell us that process. And if the
6 appropriate process requires a separate
7 workshop on this issue, then we would want to
8 have a separate workshop and make sure we cover
9 all the bases, and ask all the questions. This
10 is not something that we want to rubber stamp.
11 We want to be educated on it.

12 MR. AUNGST: Thank you, Mr. Chairman.
13 This is one of those pieces of the onion that
14 when you unravel, this one was going to take a
15 little longer, so I think we are just starting
16 on that process, and you guys are doing an
17 excellent job and giving us great information.
18 But I definitely think perhaps a work session
19 in the October/November time frame to talk
20 strategic planning going forward on a
21 going-forward basis.

22 One of the things that I am interested in
23 is enterprise funds. Planning cities have
24 those. Many counties have those. Gas
25 companies, for example, that provide services

1 outside their own jurisdiction. I have no idea
2 if that's feasible here. I have no idea if
3 that is something that we could do, but I want
4 to be holistic in our approach to this and our
5 understanding of it, so I don't expect you to
6 have some kind of response to that, but you
7 know, add it to your list of things to think
8 about, please, and look at what other
9 jurisdictions are doing processing; I am sure
10 you are all experts on that. Thank you.

11 CHAIR GARCIA: Just to follow up, I don't
12 want to be a dead horse, but we want to be
13 spoonfed. We want to make sure that we look at
14 everything, follow the most appropriate
15 process, and are very transparent and have all
16 the information. And if we have to spend a
17 half day or workshop doing this, we are willing
18 to do that.

19 MR. GAERTNER: I think that would be
20 helpful, and I think understanding kind of the
21 history of what -- because it is your utility,
22 but you are also impacted by the agreements you
23 have with all the surrounding areas.

24 I do want to point out that when we were
25 engaged, and almost as soon as we saw the

1 structured labor service agreement, we thought
2 that this is something that is so detailed we
3 wanted to bring Raftelis in, or somebody like
4 them, and I appreciate that the Board followed
5 that direction. Thank you.

6 CHAIR GARCIA: And it might be helpful,
7 can you present to Mr. Gilzean a timeline in
8 terms of when we have to make what decisions so
9 that we are not rushed on this?

10 MR. GAERTNER: Definitely.

11 CHAIR GARCIA: Thank you.

12 Any further questions or comment on this
13 subject?

14 MR. GILZEAN: Next, I would like to call
15 up Chris Ferraro, director of RCES, who will
16 provide a presentation from our utilities
17 division about their annual budgets and rates.

18 Chris, come forward.

19 MS. FERRARO: Thank you, Mr. Gilzean.
20 Good evening, Mr. Gilzean again and Members of
21 the Board. I am Christine Ferraro. I am the
22 director of Reedy Creek Energy Services, and I
23 really appreciate Thierry calling out my
24 30-plus years of utility experience.

25 Thank you so much, Thierry for providing

1 that information to the team. It's a pleasure
2 having the opportunity to share FY2024 Central
3 Tourism Oversight District utility rate budget,
4 and utility rate recommendations.

5 So our first slide, as Thierry described,
6 the first part of our process is to identify
7 cost in the upcoming fiscal year. For fiscal
8 year '24 utility costs are expected to be
9 \$192 million, which is a decrease of
10 1.3 million or .7 percent from the fiscal year
11 '23 budget. In the piechart, you will see that
12 there are five major components of utility
13 costs. We will start with the largest
14 component of those costs. I think Wendell, as
15 did Thierry, our purchase power and fuel
16 represents 41 percent of our budget. It is
17 represented by the darker blue color on the
18 piechart. Wonderful news in this area of the
19 budget.

20 Through the District's Enterprise Risk
21 Management Program that provides for hedging
22 agreements for purchases of natural gas going
23 forward, the District is 84 percent hedged for
24 the required volumes of natural gas for fiscal
25 year '24, and the weighted cost of that gas is

1 \$3.39 for M and BT for fiscal year '24, so it
2 is a pretty significant savings that creates
3 the opportunity to provide some inflationary
4 uplifts in the utility budget.

5 Labor support has two sources. Labor
6 support is the next largest component in purple
7 on the piechart at 18.7 percent of the utility
8 budget. In fiscal year '24, labor support is
9 increasing \$2.5 million or 7.6 percent. Two
10 pieces of that labor support, the first is the
11 RCES labor services agreement previously
12 approved by the Board for \$34.5 million. That
13 \$34.5 million was a \$1.9 million increase for
14 fiscal year '23, and it was a 5.7 increase.

15 Another key component of the utility
16 budget is support from the beautiful and lovely
17 and capable District admin team where we have
18 support on finance, facilities, contract and
19 procurement. That amount is \$1.5 million.

20 Operating expenses, as we talked about
21 inflationary cost increases are increasing at
22 an unprecedented rate for fiscal year '24 in
23 the utility business. There is a \$6.2 million
24 increase, and it's a 21 percent increase for
25 this year. \$5.1 million of that increase is

1 related to routine operating expenses.
2 Primarily driven by inflationary costs in
3 contract increases for fleet, labor and parts,
4 hauling disposal costs and chemical cost
5 increases. The other \$1.6 million of that
6 operating expense increase is for planned work
7 expense projects. Planned work expense
8 projects support overhauls of equipment and
9 also unplanned emergencies. It is an increase
10 in cost in a planned work category. We looked
11 at the historical trends and found that we
12 needed similar space in that and more headroom
13 in that budget and included in the annual
14 rates.

15 As Wendell mentioned, debt service reserve
16 increases half a million dollars in fiscal year
17 '24 related to a partial year payment of debt
18 service for a proposed \$50 million in
19 borrowing. Again, that is at the District's
20 consideration and discretion included in the
21 budget here just so we have rate adequacy to
22 cover that when the Board approves of that
23 decision to move forward.

24 For clarity, we have identified nine
25 separate projects and uses for that

1 \$50 million, and it is a number of items across
2 utilities, and we will continue to partner with
3 PRAG on what that looks like for your
4 information.

5 Capital reserve requirements are
6 increasing \$1.1 million or 8.7 percent. This
7 category is a combination of two things. It is
8 our planned work capital budget, so there are
9 two ways utility spends capital dollars. Some
10 of those are through financing, and some of
11 them are recovered through rates included in
12 the annual budget. Of that 13.9, 13 million is
13 capital for refurbishment of District assets,
14 including District facilities, buildings,
15 fleet, and then it is also specific projects
16 that renew operating assets of the utility
17 system. There is a half million dollar
18 increase in fiscal year '24 for our reserve
19 requirements, and we will talk a little bit
20 more about that as we get to the income
21 statement.

22 There is a note here that mentions items
23 that are excluded from this list. There are
24 net new budget items that are not included in
25 this list that we will go through in the income

1 statement. They include two things. It
2 includes uses of pre-collective or utility
3 reserve funds. They would be withdrawn from
4 reserves, and then they don't impact the
5 current utility rate. We will talk more about
6 that on the income statement.

7 And we also have neutral costs where we
8 have sales between utilities. The district
9 does operate separate utilities. An example of
10 a sale between them would be the use of
11 electricity at the wastewater treatment plant.
12 You have a large pump systems that utilizes
13 electricity heavily, and the electric utility
14 effectively sells to the wastewater utility,
15 and so it kind of nets out, so we pull that out
16 of the budget.

17 Did I get that right, Susan?

18 MS. HIGGINBOTHAM: Yes.

19 MS. FERRARO: After we talk about utility
20 costs, as Wendell and Thierry alluded, then we
21 start talking about revenue adequacy, right,
22 because the utilities need to come to zero, and
23 we need to cover all our costs through revenue.
24 So there is a breakdown of the revenue that is
25 expected in fiscal year '24 by utility provided

1 in the piechart. In fiscal year '24, the
2 electric utility is still bringing in utility
3 dollars at 49 percent. This warms my heart. I
4 am an electrical engineer by trade, and this
5 just makes me so happy, that's our largest
6 utility.

7 Sorry about that, Thierry.

8 I would like to draw your attention to the
9 table on the left to the two new utilities that
10 have dollar percent decrease in fiscal year
11 '24, particularly electric and gas, that's
12 really the result of those lower economy
13 prices, and the District's very effective risk
14 catching program for purchases.

15 Finally our rate recommendation, as it's
16 been previously described, decrease overall for
17 all utilities of .8 percent recommended from
18 fiscal year '23 to '24, a little bit of a
19 decrease. And there are separate rate
20 adjustments for each utility that are described
21 on the bottom of the page. When you think
22 about utility rates, we also think about sales,
23 and we do have some forecast sales increases in
24 utilities that benefit utility rates. We are
25 looking for increased consumption in the

1 electric utility, the chilled water utility,
2 and our reclaimed water system, so the rates
3 also benefit from additional sales.

4 The next six slides talk specifically a
5 little bit more about each utility and
6 variation of rates, the contribution of that
7 utility to the overall revenue of the system,
8 and then there is a cost comparison provided on
9 the right-hand side from a rate comparison for
10 our neighboring utilities, so we will begin
11 with electric. The electric utility is
12 proposing 8.1 percent reduction in costs
13 primarily by those lower commodity prices and
14 the increased consumption in sales. Again, the
15 electric utility is 49 percent of the revenue
16 base.

17 Just orienting this a little bit to the
18 graphic on the right. This is a cost
19 comparison starting from left to right. The
20 blue bar is the fiscal year '23 utility rates,
21 and the green bar is the proposed rate in
22 fiscal year '24. The two bars on the far right
23 are neighboring utilities, and that's a cost
24 comparison of January 2023 performed by the
25 District's external vendor Leidos. That kind

1 of puts us on an apples-to-apples basis with
2 our surrounding utility neighbors. So as you
3 can see, we are anchoring that back to fiscal
4 year '23 because that information is about a
5 year old now. So when you look at that
6 comparison, that's where we are at.

7 From an electric utility perspective, our
8 rates are very competitive and below our
9 neighbors. And I really would like to just
10 emphasize as we look at these rates, we talked
11 about, there were some questions about
12 hardening and system redundancy, the electric
13 utility here is about 98 percent underground.
14 We are a source of comfort as we have impacts
15 on both of our coasts. A lot of people come to
16 the District from across Florida, and we pride
17 ourselves in keeping those lights on, and
18 keeping people safe during a hurricane. So our
19 system is very robust, very resilient, and with
20 the underground nature, and the forward
21 thinking of the construction, some of that
22 hardening is baked in. So I am very happy to
23 say we do have a very cost effective price.

24 Natural gas system, also rates expected to
25 lower in fiscal year '24 due to commodity cost

1 decreases. Natural gas system is seven percent
2 of the overall utility revenue base. You can
3 see the cost comparisons for fiscal year '23
4 and '24 to some of our surrounding neighbors
5 there, a favorable rate structure at the
6 District.

7 Solid waste, I appreciate Thierry kind of
8 laying the ground for this conversation. Solid
9 waste in the last probably since Covid has been
10 very impacted by inflationary uplift. This is
11 very connected to hauling and disposal costs.
12 It is very heavily linked to fuel and labor.
13 We collect everything on capital District that
14 needs to be transported to the disposal
15 locations. So as uplift comes in and labor and
16 the CDL driver charge, the disposal costs have
17 increased significantly in solid waste, such
18 that we began -- I have two of my colleagues
19 here today, Brian Lamoud (phonetic) and Ms.
20 Mears, and they started a study of our solid
21 waste costs as we are anticipating a 43 percent
22 increase this year, and that revenue right now
23 is attributed to our Class I and Class III
24 waste collection. The District also has a
25 robust recycling collection program and is very

1 environmentally minded, and we need to look at
2 what those costs are, and how we allocate those
3 costs among those classes, yet still encourage
4 the environmental benefit where it makes sense
5 as a physical use as possible.

6 The solid waste revenues are nine percent
7 of the utility revenue base. As you can see,
8 the fiscal year '23 rates in solid waste were
9 favorable compared to our neighbors.

10 Definitely you can see the big cost increase
11 coming in fiscal year '24. In power stations
12 with Thierry and others, it looks like this is
13 an impact to the entirety of the industry, but
14 we will look for how we benchmark in fiscal
15 year '24. We will also complete our cost of
16 service study and make sure that we are
17 aligning that revenue to where the expenses are
18 coming in.

19 Water and sewer is bundled together, and
20 they are together having a 13 percent rate
21 increase, really driven by those higher
22 chemical costs. We also have a beneficial
23 reuse of all the biosolids from our wastewater
24 treatment plant. It sounds really fancy. It
25 is not that fancy of an experience in-person if

1 you would like to see it. We do have a
2 beneficial reuse, and they go to a composting
3 facility. It does a great job that actually
4 can be applied as fertilizer. But those costs
5 have been increasing, and the chemical costs
6 are increasing significantly, as well.

7 Water sales are four percent of the
8 overall revenue, and the sewer sales are
9 15 percent of the overall revenue. Rate
10 comparisons again even with that uplift in
11 rates still compare to our neighbors.

12 For the next three utilities, we do not
13 have a benchmark for our neighboring utilities.
14 It was not presented historically in the Leidos
15 comparison. We did contact them and asked them
16 if they could do something to speak to the
17 Board, but they were not prepared to meet that
18 timeline because it's quite a structured
19 process to do this comparison. We will make
20 sure the District has that information in the
21 next fiscal year. So you will see just a
22 comparison of fiscal year of '23 to '24 for the
23 next three utilities.

24 Reclaimed water is a very small part of
25 the utility revenue structure. It accounts for

1 one percent of all utility sales. There was
2 the expected increase in use for reclaimed
3 water, which rises up a little bit in the
4 decrease in the current rate. It's so
5 sensitive -- it's so small it is sensitive to
6 those additional sales. Across the District
7 reclaimed water is used for irrigation, for
8 cooling tower makeup in our chiller plants, and
9 it also has limited restroom usage, just
10 specifically toilet flushing. All uses are
11 within the Epcot Building Code.

12 Chilled water and hot water rates, so our
13 chilled water rate is going up 1.3 percent, and
14 our hot water rate is decreasing 6.9 percent.
15 Our chilled water rates are impacted and driven
16 higher based on some significant overhauls we
17 are doing in the energy plants, so the chillers
18 in our energy plants are 2,000 tons. So if you
19 think of a typical unit in your house, probably
20 five tons. We are at 2,000 tons, and those
21 overhauls are a part of required maintenance
22 within the life cycle of the unit, and they are
23 very costly, so there is an increase in rates
24 driven by those projects. Hot water is derived
25 from natural gas, and that's a lower commodity

1 cost with that heat generation. There is an
2 increase in chilled water sales expected also
3 in fiscal year '24.

4 So many parts of this overall income
5 statement have already been discussed, so I
6 will kind of just go quickly by line item and
7 welcome any questions about further details.
8 But this is our overall income statement
9 comparing fiscal year '23 to the proposal for
10 fiscal year '24. As we said before, we are
11 aligning our expenses and our revenue both at
12 \$192 million netting us to zero on the utility
13 budget.

14 Lines three and four net neutral items to
15 the budget. Inter department utility sales are
16 significant. You can see it is expected to be
17 \$16.5 million.

18 Among other uses of electricity, the
19 chilled water service here has electric-driven
20 chillers that are also energy consumptive, so
21 there are multiple sales across utilities, and
22 a lot of processes use water, and we have a lot
23 of uses across our systems.

24 There is a proposal to withdraw
25 \$6.9 million from the utility reserve or

1 pre-collected funds. A couple of primary uses
2 for that funding is proposed. We are proposing
3 \$1.7 million as a one-time payment to our
4 disposer of food waste collected from around
5 the property. Food waste is a tremendous
6 commodity to collect. It also becomes
7 fertilizer. But when people dispose of food,
8 they also sometimes throw in forks, knives,
9 spoons, and other things like that, so our
10 vendor needs to install some equipment to make
11 sure that contamination doesn't become part of
12 those compost throws.

13 We have some other utility equipment to be
14 decommissioned, that is proposed for uses.
15 Typically uses in our pre-collected funds are
16 one-time expenses that we don't expect to
17 continue. We want to make sure anything that
18 continues as a utility expense is provided for
19 in base rates and not from a reserve.

20 There is 2.5 million of that 6.9 million
21 also as a to-be-determined in case there is a
22 significant utility event or emergency that
23 needs to be supported and funded.

24 The expense items on lines five, six and
25 seven have already been discussed. That's to

1 purchase power and fuel and an 11.7 million
2 decrease, the 2.5 million increase in labor,
3 and the routine expense is going up \$5.1
4 million.

5 Landfill fees are flat from fiscal year
6 '23/'24. I expect that next month you will see
7 a contract for a rebidding of those landfill
8 fees and services. We had a significant uplift
9 request from our vendors on a CPI clause and
10 partnered with the District procurement team
11 and had a successful rebid of that contract
12 that enabled us to manage those costs to keep
13 that line item flat.

14 Gross receipts tax just follows revenue,
15 and there is a little decrease of \$.3 million.

16 Our planned work expense we spoke about is
17 \$3.1, a \$1.6 million increase accounting for
18 the line for historical spending.

19 Insurance, I am very proud of this.
20 Currently we are going down \$100,000 in our
21 insurance cost for fiscal '24.

22 Line 12 nets against line three. And that
23 is our inter-departmental utility use. We show
24 it as revenue, and we subtracted it as an
25 expense across the individual utility systems.

1 Moving into fund requirements, debt
2 service has been discussed. That is the
3 increase for potential additional financing of
4 half a million dollars in fiscal year '24,
5 again at the Board's additional approval and
6 discretion.

7 Renewal and replacement capital, that is
8 recovered for rates is about \$13 million per
9 year. If we will require additional funds,
10 that incremental capital spending could be
11 financed, but we will look forward -- we will
12 look for guidance on how we would pay for those
13 additional projects.

14 Cash flow increases slightly, I want to
15 make sure the utility has a sufficient cash
16 flow for operating reserves and a little bit
17 above that.

18 Use of pre-collected funds, \$6.9 million
19 that we spoke about under line item No. 4, net
20 income to zero.

21 The final line item in No. 17 in our
22 income statement it talks about the debt
23 services coverage. I think Wendell talked
24 about this a little bit. One of the key
25 metrics that we look for is we make sure the

1 adjusted revenue and expense as a ratio to our
2 debt service is at least 1.2, but right now we
3 are sitting at a little bit of increase, 1.51
4 for fiscal year '24 indicating the reserves
5 increasing, and that helps the utility division
6 keep a strong current rating and borrowing
7 aspect.

8 So that concludes the presentation. A lot
9 of information. I welcome any questions.

10 CHAIR GARCIA: Any questions from my
11 fellow directors?

12 MR. AUNGST: Yes, Mr. Chairman.

13 Thank you so much for that detailed
14 presentation. As I said earlier, I am just
15 starting to get into this in detail, and so I
16 really look forward to learning more about it
17 and understanding it better going forward, and
18 hopefully perhaps there is a work session
19 coming up, so I appreciate this information.

20 Do our rates have to be approved by the
21 Public Service Commission?

22 MS. FERRARO: No, sir, the rates are
23 approved by the Board of Supervisors.

24 MR. AUNGST: That's under the active
25 legislation; is that right?

1 MS. FERRARO: I will step over.

2 MR. GAERTNER: I believe that's correct.

3 I don't have the language here, though.

4 MR. AUNGST: So there is no regulation of
5 the Public Service Commission over the
6 District?

7 MR. GAERTNER: They have no regulation
8 over the municipal utility authorities. You
9 are considered a municipal utility authority.

10 MR. AUNGST: Do we provide any services to
11 customers that are not active taxpayers of the
12 District?

13 MS. FERRARO: So at the current time, we
14 have some wholesale agreements with the
15 neighboring utilities that were provided as
16 interim agreements until Orange County could
17 provide facilities to an area. They have
18 Sunset, and they end at Triggers. When our
19 adjacent utilities have their facilities
20 constructed, they will take back service from
21 the District at that time, but that's the
22 exception right now.

23 MR. AUNGST: And are those all included in
24 the projected sales in the budget?

25 MS. FERRARO: Correct. They are designed

1 at kind of a wholesale rate, and that rate
2 covers all the fixed and variable costs of the
3 utility.

4 MR. AUNGST: Do we have the capacity to
5 provide services to customers outside the
6 District?

7 MS. FERRARO: I can speak from the
8 operations of the systems. As to capacity in
9 the systems, I would have to partner to
10 understand what all the rules and regulations
11 would be that would apply to that.

12 MR. AUNGST: Okay. That's something I
13 would like to have on the list, particularly in
14 the enterprise fund discussion.

15 Then recycling, I know some jurisdictions
16 have struggled mightily with actually recycling
17 their recycle materials, do we recycle 100
18 percent of the material collected in the
19 District at a proper facility, or is any of
20 that mixed in with landfill, sanitation or
21 regular trash?

22 MS. FERRARO: So great question. As a
23 District, we really like to keep track of where
24 that product is disposed of. I have visited
25 personally the facilities that we contract with

1 that sort and dispose of those recycled
2 materials. There have been issues in some of
3 the plastic, commodities in particular, three
4 through eight, where there hasn't generally
5 been a market. I am happy to report that that
6 market is returning, and we got a check last
7 month from our vendor that the District came
8 into money last month with a check from our
9 recycler for the commodity, so it is a
10 commodity market, and it kind of comes and
11 goes, but right now we are on an upswing.

12 MR. AUNGST: And finally just to kind of
13 understand the relationship between RCES and
14 the District, and I will probably understand it
15 better after the work session, but does RCES
16 provide services for anybody other than the
17 District, any other entities or any other
18 customers, or any other utilities, do they
19 operate anything outside of what they are doing
20 for us?

21 MS. FERRARO: No, sir.

22 MR. AUNGST: Thank you, that's all I have.

23 CHAIR GARCIA: Any other questions or
24 comments from fellow directors?

25 MR. BARAKAT: Mr. Chair, couple questions.

1 First of all, ma'am, congratulations on 30
2 years of service. I assume that means you were
3 a child prodigy?

4 MS. FERRARO: Yes.

5 MR. BARAKAT: I wanted to ask you, and
6 really compliment you about what seems like a
7 very extraordinarily successful fuel cost
8 hedging program, and it seems like probably
9 some other utilities and maybe some airlines
10 could learn from what you all do. I wonder if
11 you might shine a little bit of light on that
12 success.

13 MS. FERRARO: Certainly. First I would
14 like to tip my hat to my peer in the business,
15 Ray Cox, who is not here today, but he leads
16 that side of the utility business for the
17 District.

18 So it's effectively a five-year program
19 where we forecast the needs of the natural gas
20 for the utility, and it's a -- we have partners
21 that are into the market, and are focused into
22 the market watching daily, and we also have
23 forecasting out into the future, and it is a
24 dollar cost averaging in approach to natural
25 gas purchases. So we are not trying to go into

1 the market at one time. We know the market is
2 volatile. If you fill your gas tank, you know
3 some days you are up and some days you are
4 down. So our approach really takes that
5 monitoring, and we go in in small tranches. We
6 will purchase five percent or ten percent in
7 the next five fiscal years so we get that
8 really great blended cost. And in the market,
9 sometimes you win when the commodity cost is
10 trading up, and then sometimes that stability
11 -- you need to ride out the market, but it
12 definitely takes that volatility and exposure
13 from the District.

14 I am also happy to announce the District
15 has entered into a third power purchase
16 agreement with a 75-megawatt solar facility in
17 Gilchrist County, a partnership with a
18 subsidiary of NextEra Energy. It is the third
19 District solar array, and it is -- I think we
20 are up to about 25 percent of the energy
21 supplied portfolio from that renewable
22 resource, and really need to honor my peer that
23 the price that they negotiated in that power
24 purchase agreement is very favorable. It is
25 probably more favorable than some of the other

1 fossil fuel resources.

2 MR. BARAKAT: One question about rates, it
3 sounds like our rates are pretty well in line,
4 reasonable sort of within the industry, but it
5 seemed like somewhat below the neighboring
6 utilities, and I guess I wonder if you could
7 sort of talk about that rationale a little bit
8 more to the extent you can, and whether that is
9 sort of in line with sort of the historic rates
10 within by the utility?

11 MS. FERRARO: Thierry, do you want to take
12 that, or I can take my shot at it?

13 So some of that comes from the fact the
14 District's customers are primarily commercial.
15 A lot of that has to do with the investments
16 and the infrastructure early on. A lot of the
17 expansions have been within the capacity of the
18 utility, so we don't have to spend District
19 capital funds to recognize those additional
20 sales and revenue.

21 Anything you would add, Thierry?

22 MR. BOVERI: I would just add too that the
23 process that we observed through the annual
24 planning process to adjust the rates as needed,
25 that has been done historically. That's not

1 something that utilities always necessarily do
2 because sometimes the political nature of
3 adjusting rates, specifically as it relates to
4 the residential services, as you can imagine,
5 and therefore adjusting the rates as needed can
6 keep you at a lower cost overall if you are not
7 deferring maintenance and things of that
8 nature.

9 MR. BARAKAT: Thank you.

10 Last question, it seems like the solid
11 waste costs were moving up significantly, and I
12 have heard -- and again, I am learning here, so
13 feel free to educate me -- it seems like there
14 is a lot of innovative uses of solid waste,
15 particularly in the converting into natural
16 gas. Is there any kind of -- what would that
17 look like? Is that something considered within
18 the District?

19 MS. FERRARO: So the District has
20 considered that before. We have a partnership
21 with an external entity, Harvest Power Orlando,
22 LLC, very effective partnership while in place.
23 Unfortunately they became financially insolvent
24 in 2020. They were up to that time handling
25 the disposal of District food waste and

1 biosolids, but the facility did not turn out to
2 be cost effective, and now the District is
3 managing those waste streams independently, but
4 we are open to additional partnerships.

5 MR. BARAKAT: Great, thank you.

6 CHAIR GARCIA: Any other comments or
7 questions from the Board?

8 I have some questions that is process
9 related.

10 So in understanding Thierry and Wendell's
11 presentation, you are recommending to the Board
12 that we approve this budget, and of course, we
13 are relying on you all because we don't have
14 any expertise in this area, but just for future
15 purposes from a Board governance policy
16 perspective, I think it really would be
17 appropriate when we get something that is this
18 comprehensive, that it be provided to the Board
19 in advance, and this was not part of our
20 material. And of course, we brought in Thierry
21 and Wendell's firm because you all are experts
22 in this, and we are going to be deferential to
23 you all, but I find it a little disrespectful
24 that something this comprehensive gets
25 presented to us at a meeting through a Power

1 Point presentation. So in the future, please
2 make sure that these types of budgets and
3 something this comprehensive is provided to the
4 Board in advance, okay?

5 MS. FERRARO: Yes, sir.

6 CHAIR GARCIA: I have no further
7 questions.

8 MR. GILZEAN: Now we will move on to the
9 Board's budget -- District's budget. I am very
10 proud of the budget product that we have been
11 able to deliver on behalf of our taxpayers,
12 guests and even voters. I would like to, once
13 again, thank our CFO Susan and her team's
14 diligence over the budget season. The finance
15 team is the real MVP.

16 I would also like to thank our Board
17 members for their care and concern for our team
18 members, and working diligently to ensure we
19 can get this budget over the finish line.

20 As I mentioned in prior meetings, our
21 budget emphasized public safety, fiscal
22 stewardship and a pathway to sustainable
23 growth. We successfully achieved these goals
24 with our final product. From our new emergency
25 equipment to fully funding our new union fire

1 contract, to reducing our millage rate for all
2 District taxpayers, and making massive
3 investments into water quality and drainage, we
4 continue to make strategic investment towards
5 the future of the District.

6 While we have several highlights,
7 including investments and public safety, which
8 I previously discussed, I would like to address
9 the immediate narrative that recently popped up
10 in the headlines that indicates our budget is
11 cutting 3.1 million into roadway repairs and
12 maintenance around Walt Disney World Resort.
13 Our budget spent 13 million this fiscal year --
14 this upcoming fiscal year on roads around the
15 District, including our investment of
16 2.7 million in Phase I of our guardrail project
17 to bring our guardrail up to Florida Department
18 of Transportation standards. Any budget
19 adjustments warrant cuts. Instead these are
20 elements due to the construction and
21 maintenance projects that we tangibly cannot
22 fill due to lingering effects of the pandemic
23 and global supply chain. We intend to continue
24 to regulate the maintenance schedule for fiscal
25 year '25 when those tools we need to undertake

1 these projects will become available. In the
2 meantime, we returned 3.1 million of those
3 dollars back to our taxpayers, and worked to
4 resume in the next fiscal year our continued
5 supply change disruption.

6 Additionally, our budget also resolved
7 some of the ongoing concerns related to annual
8 passes to Disney parks for our employees.

9 Over the last two months, we have
10 reached -- over the last two months, we
11 received a lot of construction -- constructive
12 criticism and worked diligently to enhance the
13 employee benefits. While we have more
14 extensive discussion surrounding annual passes
15 later in this meeting, I am pleased to announce
16 that our budget will include a \$3,000 stipend
17 per employee and retirees under certain
18 circumstances. Our collective intention is to
19 hold employees harmless during this continued
20 transition from Reedy Creek to Central Florida
21 Tourism Oversight District.

22 As the District leadership team, we have
23 made every effort to consider the concerns of
24 our teammates regarding the annual pass
25 program. Since the announcement of our program

1 adjustment in early August, we have met with
2 nearly all of you personally, the staff, to
3 discuss this topic ultimately directing
4 concerns with more than half of the District
5 staff. Our Board members have followed suit,
6 undertaking listening sessions with multiple
7 departments. Supervisor Aungst and Supervisor
8 Barakat was out today gathering employee
9 feedback following this announcement. Our team
10 shared that these passes were extremely
11 valuable, and in some cases, provided an
12 opportunity for our staff to do their job
13 duties here. With that in mind, we are doing
14 everything possible to enhance the annual pass
15 program, and this stipend is part of that
16 process. District leadership ultimately
17 determined that \$3,000 was the actual cost of
18 purchasing the equivalent pass benefits
19 currently held by most employees. Employees
20 have received correspondence from our chief of
21 staff, Paul Wizington, outlining the benefits
22 policy. These details of the stipend program
23 have been posted online along with the rest of
24 the board packet on page 85. The packet is
25 available on the District website, and the

1 program outline is as follows: For new
2 employees, including full-time hourly, salary
3 and non-exempt will receive an annual stipend
4 after 90 days of hire. For current employees,
5 the stipends will be issued annually per the
6 District fiscal year, and are subject to
7 applicable tax withholding requirements. We
8 are working with our union employees to ensure
9 that they -- that any employee covered under
10 the collective bargaining agreement that the
11 District has, they also have the same benefit.
12 With regard to retirees, there are additional
13 stipulations required to the stipend. I
14 encourage them to read the full program
15 document, which, again, is outlined online, and
16 you can contact our HR department. Each
17 provision will sunset after two years unless
18 renewed and reviewed by the Board. I am
19 working with our finance teams to get this
20 distribution out and in place as soon as
21 possible. While at this time, we are unable to
22 disclose the details of the ongoing discussion
23 that Central Florida Tourism Oversight staff is
24 having with our taxpayers, I am seemingly
25 optimistic that a solution is coming soon. I

1 will provide an update as soon as possible. In
2 the meantime, we are providing the resources to
3 meet our budgetary obligation. We will have a
4 larger discussion on the topic later in the
5 meeting.

6 For now, I would like to call up CFO Susan
7 to present our final budget for fiscal year
8 2024, Susan.

9 MS. HIGGINBOTHAM: This is our fourth
10 public meeting and presentation on the ad
11 valorem budget providing the general fund and
12 debt service fund. In July, we discussed and
13 voted on a proposed millage rate that went on
14 our trends. In August, we had a detailed
15 budget workshop. Two weeks ago we voted on our
16 tentative budget, and today we are presenting
17 our final budget and millage for your approval.

18 A lot of these slides will be familiar,
19 and most have not even changed since the
20 two-week ago presentation.

21 So starting with our assessed values,
22 \$15.3 billion for fiscal year '24. This is the
23 basis that we apply our millage rate to. Our
24 debt millage rate, 3.96, a decrease from
25 4.64 mils for the prior year, and our operating

1 millage rate of 8.99 mils, which is a decrease
2 of 9.26 mils.

3 Because we participate in the State of
4 Florida truth and millage process, I am
5 required to inform you about the rollback rate.
6 The rollback rate is the rate that would
7 generate the same taxes as the prior year,
8 taking into consideration the new assessed
9 values and the new construction of
10 \$265 million. The rollback rate calculated is
11 8.2610, and our millage rate of 8.99 is
12 8.82 percent above the rollback rate.

13 This slide is representative of our total
14 revenues. There is no change from our
15 tentative budget. With ad valorem, we have
16 \$188.4 million, which is the majority of our
17 total revenue.

18 We discussed before our permits and fees.
19 We are currently doing a rate study to make
20 sure that our building safety is collecting
21 revenue to covering the cost of their
22 department, and we will bring those rates to
23 you at our October meeting for you to vote on.

24 For our expenditures, we do have an
25 increase in our total expenditures of

1 \$2 million over the \$191 million from our
2 tentative. The increase is due to the new pass
3 stipend program and the District's community
4 outreach initiatives that begin in fiscal year
5 '24.

6 Our fund balance previously was presented
7 at 36.7 million, is now being presented at
8 34.7 million, and the decrease is due to the
9 increased expenditures that we just discussed.
10 We do have a new fund balance policy, and our
11 fiscal year '24 ending fund balance will meet
12 the policy. We have 2 million set aside for
13 emergency repairs and replacement. 6 million
14 committed to property appraisers, and this is a
15 number we increase each year just trying to put
16 money aside in anticipation of the pending
17 lawsuits with the property appraiser.

18 23.5 million is our requirements of our
19 two months ending fund balance.

20 So that is the summary of the final
21 balance -- final budget. We will have a public
22 hearing soon -- well, an initial public hearing
23 where we will vote on the millage and the
24 budget.

25 CHAIR GARCIA: Any questions or comments

1 from the Board?

2 MR. AUNGST: I do have one question, Mr.
3 Chair. Thank you.

4 Susan, thank you again so much for your
5 work on this budget. I very much appreciate
6 it, Mr. Gilzean and all the Board members.

7 Specific on public safety, traffic
8 engineering, infrastructure improvements for
9 roadways, I think there has been some
10 misunderstanding online specifically about what
11 this budget does for roadway improvements and
12 for public safety.

13 First, you know, we are -- we prioritized
14 early on in this administration back in April
15 to bring all of our guardrails on our roadways
16 up to DOT standards, whereas, I think it was
17 something like two-thirds of them were
18 substandard. Don't quote me on it. It was a
19 significant percentage of the guardrails on the
20 roadways were not up to the state standards, so
21 this budget does that; is that correct?

22 MS. HIGGINBOTHAM: This is a base-in
23 approach, so we have 2.7 million budgeted for
24 fiscal year '24. Catherine can tell me if it
25 is either a three or five-year project, but we

1 will be assigning funds each year until that is
2 completed.

3 MR. AUNGST: So I think the line item that
4 I saw reported that was allegedly cutting back
5 roadway improvements or infrastructure
6 improvements was about a voluntary paving
7 program, and as I believe Director Gilzean
8 said, that's the only reason that's being
9 delayed is because supply chain issues are
10 entirely out of our control. There is no way
11 in any manner an attempt to reduce the budget
12 or decrease spending in much needed
13 infrastructure; is that right, or can you shed
14 a little bit more light on that?

15 MS. HIGGINBOTHAM: Yes, that's correct.
16 We still have paving in our budget. I talked
17 about we have planned paving for some patchwork
18 on Hartzog Road North, as well as paving by
19 Riviera. And yes, this is what we think we can
20 do next year taking care of supply chain
21 issues, and it is within our budget and our
22 millage.

23 MR. AUNGST: Thank you.

24 CHAIR GARCIA: Any other comments,
25 questions from fellow Board members?

1 Hearing none. Thank you very much, Susan,
2 for your thorough presentation.

3 And we will move -- does that conclude
4 your report, Mr. Gilzean?

5 MR. GILZEAN: That does, sir, yes.

6 CHAIR GARCIA: We will move to item 8.1,
7 and I will turn it over to Mr. Gilzean.

8 MR. GILZEAN: So this particular item,
9 specifically Board member -- Supervisor Peri
10 has been working diligently, and I think he has
11 a report he would like to share.

12 MR. PERI: Sure. Thank you Administrator
13 Gilzean, and thank you, Mr. Chairman.

14 I know that I speak for the entire Board
15 when I say I am grateful for the exceptional
16 quality of the employees of our District.
17 Level of professionalism, the hard work, the
18 commitment is pretty impressive.

19 Over the past two months, members of the
20 Board and myself have dedicated a very
21 substantial amount of time to meeting employees
22 and finding a good solution to providing passes
23 and benefits that are at least the equivalent
24 of what they have been used to receiving.

25 Now, let me first speak to the employees

1 that are here today. I really enjoyed getting
2 to know you all. I mean really it's fantastic,
3 and I am hopeful that we are able to convey
4 that this Board genuinely cares about you and
5 your families as people, not just as employees.
6 We heard you, and we have worked to respond
7 accordingly. I know that these passes mean the
8 world to you, and that they are much more than
9 a ticket to a theme park. I know you and your
10 families will carry the visits that you make
11 there probably for the rest of your lives. I
12 know that I have photos from our family
13 visiting back in the early '70s, and it's a joy
14 just to look at them and bring back memories.
15 Some of the people in those photos aren't here
16 anymore. And what a wonderful thing to be able
17 to share a little bit of your work with your
18 family. The passes allow you to share that
19 with the people you love in a way that may, in
20 fact, outlive you and me.

21 The work you are doing in the parks is
22 part of your legacy, and so we are committed to
23 ensuring that our employees are compensated
24 fairly for that exceptional work.

25 And now I would like to speak to everyone

1 and say to you that our employees are an elite
2 group with commitment and skill sets well
3 beyond what is typically the case for a public
4 service organization. They have to be, given
5 the millions of tourists and the advanced
6 nature of the iconic rides and complex
7 infrastructure that exists within the District,
8 which, by the way, is amongst the most
9 technologically advanced in the world.

10 And so I would like to make certain to
11 clarify that the Board never intended to do
12 away with the passes, but the change in our
13 relationship with Disney meant that we had to
14 secure them for our employees in a different
15 way. And also knowing that 70 percent of the
16 passes were unused last year, we thought it
17 also made sense to provide our employees and
18 retirees who did not use the passes with a new
19 benefit, and that is the freedom to receive the
20 cash value of the passes instead of the passes
21 themselves.

22 We, like most of our employees, initially
23 understood that the passes were standard
24 third-party passes, and we set the value
25 accordingly. We have since discovered that the

1 passes and their features were much more than
2 that, and were, in fact, designed for people
3 who are committed to servicing and supporting
4 the parks, not merely for attendees. Having
5 said that, we very much want to encourage our
6 people who can, who are able, to use the passes
7 at every opportunity. This has a very
8 significant benefit to all stakeholders.

9 To help in understanding the nature of
10 this stakeholder benefit, let me share from my
11 personal experience. For 25 years, I was CEO
12 of a technology company that provided airline
13 reservation systems to airlines around the
14 world. Those airlines understood that it
15 benefited them to provide flight passes to our
16 employees. Since the airline saw the very real
17 benefit to the airline, if our employees flew
18 their airlines and became familiar with their
19 offerings on a personal level, support for the
20 airlines was enhanced significantly. Likewise
21 in terms of delivering an elite level of
22 support, the Disney passes have a benefit that
23 goes far beyond benefiting our employees. This
24 is particularly true with regards to enhancing
25 safety. For example, if a 911 dispatcher

1 receives a call about someone having a heart
2 attack or heat exhaustion or other issue, if
3 that person knows the park because they are a
4 frequent visitor themselves, they will more
5 rapidly be able to know what immediate help is
6 close by, and they will know the best nearby
7 alternatives for assisting the person that is
8 in distress and those precious seconds
9 immediately after the call. Or consider the
10 benefits if a first responder who has been
11 frequenting the parks knows from personal
12 experience the quickest way to get to a person
13 in need, if a call comes in regarding one of
14 the iconic rides, someone who knows the ride
15 will likely provide better support than someone
16 who does not. Seconds saved often equate to
17 lives saved and better outcomes for everyone.

18 We, therefore, want to encourage the
19 people to use the passes on every possible
20 occasion. It's good for them, and it's good
21 for all stakeholders.

22 Now, I know the administrator is
23 diligently working and making every effort to
24 rapidly implement these adjustments, and I am
25 confident that we will be able to give you the

1 details very soon. As we continue to work
2 through these details, we, once again, want to
3 thank you all for your extraordinary efforts
4 and your hard work. Thank you.

5 CHAIR GARCIA: Any other comments or
6 questions from the Board?

7 MS. ZIEGLER: I have a couple comments. I
8 know a motion has not been made, but I want to
9 thank Supervisor Peri for working, and for that
10 overview for those who may not be aware of what
11 has taken place behind the scenes.

12 I also want to thank the employees for
13 taking the time and having a very honest
14 conversation with myself, and so it seems the
15 other Board members -- as I said before, it's a
16 very unusual place to be, but it's not lost on
17 us. We are human beings, and know lives are
18 impacted by that, and it is not taken lightly.
19 Nor is it something that is being overlooked in
20 any way.

21 I think, again, Supervisor Peri, the way
22 you explained it about the ongoing negotiations
23 in order for this Board to try to find a
24 resolution, but also find that medium between
25 our fiscal responsibility and the balance of

1 what we are putting in place, along with the
2 consistent -- or continued attempt to provide
3 rich benefits to anyone who works here, but to
4 continue to have the high caliber that we see
5 around here. And so I hope that all of you can
6 understand that is certainly a priority in
7 continuing on, but wanting to -- hopefully --
8 again, the details not being provided yet, but
9 hopefully that is being seen by all members and
10 all stakeholders inside the District.

11 But I want to reiterate something that was
12 said last time by Supervisor Peri, and I said
13 it then and I will say it now, having worked in
14 the private sector and working in another --
15 from the Board's standpoint, another public
16 entity, the caliber of professionals here is
17 truly unmatched. And it's understood because
18 of the -- we are on the world stage here, and
19 it's not just the stage, but it's the safety
20 component, and that is the experiential
21 standpoint, so it's an honor to work with you
22 all, and that is why I want to make very clear
23 that it is a commitment to see that we continue
24 to try to meet benefits to get the elite class
25 of staff and professionals that has been since

1 the beginning of this District, so I thank you.

2 CHAIR GARCIA: Thank you for those
3 comments.

4 And any other comments or questions from
5 the Board?

6 MR. AUNGST: Thank you, Mr. Chair.

7 I just wanted to weigh in and first thank
8 Mr. Peri for his elegant words, and also
9 Supervisor Ziegler for all of her work on this
10 issue and all of the Board, Mr. Gilzean and
11 Susan and Paula and everyone that has worked on
12 this. Chief Ferrari has been working on this,
13 as well.

14 One of the things I said in our August
15 meeting is that I don't want our employees to
16 feel left out of this budget, and I am hopeful
17 that after tonight, you will see that this
18 Board was responsive and available to you. We
19 were accessible. We were responsive, and we
20 are being accountable. And good government
21 should be transparent and accountable and
22 responsive. We have to be transparent in the
23 fact that the old way this program was
24 structured could no longer legally continue,
25 and so we needed your help, your expertise,

1 your voices to be heard so that we could work
2 together collaboratively to find a better way
3 to move forward that gave you as close to the
4 same experience as you had before. I want you
5 all to know that we sincerely value you. We
6 cherish your expertise. We value your
7 commitment to the District. We thank you for
8 sticking with us on this, and for also
9 participating in your government, and I want
10 you to continue to do that.

11 I also want to thank our taxpayer partners
12 for collaborating so far on this issue and for
13 working with Mr. Gilzean. I look forward to
14 many, many more collaborations to come, so
15 thank you.

16 CHAIR GARCIA: Thank you for those
17 comments.

18 Any other comments or questions from the
19 Board?

20 I couldn't say it any better than my
21 fellow Board members, and I very much
22 appreciate all the hard work that my fellow
23 Board members have put into this and their time
24 and commitment and sensitivity to the issue.

25 And with that, is there a motion that we

1 adopt the policy of 8.1?

2 MR. PERI: So moved.

3 CHAIR GARCIA: Is there a second?

4 MR. BARAKAT: Second.

5 CHAIR GARCIA: All in favor indicate by
6 saying aye.

7 THE BOARD: Aye.

8 CHAIR GARCIA: Any opposed?

9 Let the record reflect, the motion passes
10 unanimously.

11 Let's move to public hearings, Resolution
12 650. Mr. Ardaman.

13 MR. ARDAMAN: Yes, sir, Resolution No.
14 650, a resolution amending Resolution No. 396,
15 deleting privilege fees and reaffirming permit
16 requirements for telecommunications companies'
17 usage of District property, and providing
18 severability, conflicts and an effective date.

19 CHAIR GARCIA: Do we ask for public
20 comments?

21 MR. ARDAMAN: Yes, Mr. Chairman, that's
22 fine. It's not a public hearing, but it's
23 appropriate for public comment.

24 CHAIR GARCIA: Are there any public
25 comments with respect to Resolution 650?

1 Yes, ma'am, one of the privileged fees.

2 MS. ZIEGLER: Chair, would it be more
3 appropriate --

4 CHAIR GARCIA: Please address from the
5 podium.

6 For the record because it's being
7 transcribed, please tell us your name again.

8 MS. McDONALD: Debbie McDonald. I just
9 had a question, what are the privilege fees
10 being planned? I just didn't know if there was
11 a resolution.

12 CHAIR GARCIA: Mr. Ardaman, could you
13 please explain.

14 MR. ARDAMAN: Certainly. The legislation
15 that existed previously allowed for the
16 District to charge the fee for
17 telecommunication providers located in District
18 rights of way. That legislation changed. It
19 no longer allows that, and therefore, we are
20 changing the resolution that exists in the
21 District, which allowed the District to charge
22 that fee, to not allowing the District to
23 charge that fee, at the same time reaffirming
24 the other provisions that allow the District to
25 regulate telecommunications and other things in

1 its right of way. Thank you.

2 CHAIR GARCIA: Thank you. Is there a
3 motion we adopt this resolution?

4 MR. BARAKAT: I will so motion.

5 MR. AUNGST: Second.

6 CHAIR GARCIA: All in favor indicate by
7 saying aye.

8 THE BOARD: Aye.

9 CHAIR GARCIA: Any opposed?

10 Let the record reflect, the motion passes
11 unanimously.

12 Resolution 651?

13 MR. ARDAMAN: Yes, Resolution No. 651,
14 final millage rate. This a request for the
15 Board to consider and adopt a millage rate for
16 fiscal year 2024 and adoption of Resolution of
17 No. 651. The Central Florida Tourism Oversight
18 District through you all as the Board of
19 supervisors hereby intends to levy and operate
20 a millage rate of \$8.9900 per \$1,000 of
21 assessed value for fiscal year 2024, which is
22 8.82 percent more than the rollback rate of
23 8.2610 computed pursuant to Florida Statute
24 200.065, and that the Central Florida Tourism
25 Oversight District through its Board of

1 supervisors intends to level a debt -- hereby
2 intends to level a debt -- a debt service
3 millage rate of \$3.9600 per \$1,000 of assessed
4 value for fiscal year 2024, thereby levying a
5 total millage rate of \$12.9500 per \$1,000 of
6 assessed value for the fiscal year 2024.

7 And this is a public hearing,
8 Mr. Chairman.

9 CHAIR GARCIA: Yeah, this issue has been
10 discussed extensively by the Board and others
11 for the past several meetings, but are there
12 any public comments on this resolution?

13 Seeing none, is there a motion?

14 MR. AUNGST: Mr. Chair, a move to approve
15 Resolution No. 651.

16 CHAIR GARCIA: Is there a second?

17 MS. ZIEGLER: Second.

18 CHAIR GARCIA: All in favor indicate
19 saying aye.

20 THE BOARD: Aye.

21 CHAIR GARCIA: Any opposed?

22 Let the record reflect the motion passes
23 unanimously.

24 Next, Resolution No. 652, Mr. Ardaman.

25 MR. ARDAMAN: Yes, sir, Resolution

1 No. 652, final budget, this is request for the
2 Board's consideration and adoption of the final
3 fiscal year 2024 budget for the Central Florida
4 Tourism Oversight District as presented and
5 adoption of Resolution No. 652, the Central
6 Florida Tourism Oversight District set forth
7 the appropriations and revenue estimate for the
8 final budget of fiscal year 2024 in the amount
9 of \$228,329,542, and that the Central Florida
10 Tourism Oversight District hereby through its
11 Board of supervisors adopts a final budget for
12 the fiscal year 2024.

13 This is also a public hearing, Mr.
14 chairman.

15 CHAIR GARCIA: We discussed this
16 extensively too for the past several meetings.
17 Is there any public comment on this?

18 MS. McDONALD: Apology. I know you
19 discussed it. I just had a couple questions
20 from the printout online.

21 The security and emergency management
22 showed nothing for the fiscal year 2023, and
23 2.3 million for 2024. I didn't know if that
24 was just a typo, or that's a new area?

25 CHAIR GARCIA: So you come to several of

1 our meetings, and you have heard me say this
2 before, but this is a time for public comments.
3 If you have questions, we will meet with you,
4 Mr. Gilzean or someone from his staff, but this
5 is not a time for questions. You have heard me
6 say it before.

7 MS. McDONALD: Okay. Then I will just
8 make my last public comment.

9 I did notice that the planning and
10 emergency roadways were reduced by 3.1 million,
11 and I just wanted to express concern for our
12 area because that's a very large cut. Thank
13 you.

14 CHAIR GARCIA: Thank you for your
15 comments.

16 Is there a motion on this resolution?

17 MR. AUNGST: I will so motion.

18 CHAIR GARCIA: Is there a second?

19 MS. ZIEGLER: Second.

20 CHAIR GARCIA: All in favor indicate by
21 saying aye.

22 THE BOARD: Aye.

23 CHAIR GARCIA: Any opposed?

24 Let the record reflect that motion passes
25 unanimously.

1 Resolution 653, Mr. Ardaman.

2 MR. ARDAMAN: Yes, sir, Resolution 653,
3 final utility rates. This is a public hearing
4 to consider adoption of proposed utility rates
5 and budget for the Central Florida Tourism
6 Oversight District utilities division. Request
7 for the Board's consideration and adoption of
8 proposed rates for water, chilled water,
9 electric, hot water, reclaimed water, solid
10 waste, natural gas and sewer for customers
11 served by the Central Florida Tourism Oversight
12 District effective for the first meter reading
13 after September 17, 2023.

14 Resolution 653 as a public hearing,
15 Mr. Chairman.

16 CHAIR GARCIA: This resolution was
17 discussed extensively by our consultants and
18 the Board here earlier. Are there any other
19 public comments?

20 Hearing none, is there a motion to adopt
21 the resolution?

22 MR. AUNGST: Move to approve agenda 9.4.

23 CHAIR GARCIA: Is there a second?

24 MS. ZIEGLER: Second.

25 CHAIR GARCIA: All in favor indicate by

1 saying aye.

2 THE BOARD: Aye.

3 CHAIR GARCIA: Any opposed?

4 Let the record reflect, the resolution
5 passes unanimously.

6 Resolution 654, Mr. Ardaman.

7 MR. ARDAMAN: Yes, sir, Resolution 654,
8 final utility budget, request that the Board
9 consider and adopt final fiscal year 2024
10 utility budget for the Central Florida Tourism
11 Oversight District as presented.

12 Resolution 654 also a public hearing.

13 CHAIR GARCIA: This, as well, has been
14 discussed extensively already, but are there
15 any public comments?

16 Hearing none, is there a motion to adopt
17 this resolution?

18 MR. PERI: So moved.

19 CHAIR GARCIA: Is there a second?

20 MR. BARAKAT: Second.

21 CHAIR GARCIA: All in favor indicate
22 saying aye.

23 THE BOARD: Aye.

24 CHAIR GARCIA: Any opposed?

25 Let the record reflect the motion passes

1 unanimously.

2 Next, resolution 655, Mr. Ardaman.

3 MR. ARDAMAN: Resolution No. 655, a
4 resolution of the Central Florida Tourism
5 Oversight District adopting an emergency
6 management plan.

7 MR. GILZEAN: Mr. Chairman, at this time,
8 I would like to call Tanya Naylor to come up
9 and give some commentary on this resolution.

10 MS. NAYLOR: Good evening, distinguished
11 Board Chair, Board members, Mr. Gilzean,
12 Mr. Ardaman.

13 Today I am pleased to present a hurricane
14 emergency preparedness plan for your approval.

15 The District's commitment to preparedness
16 has all of the wellness to officially face
17 impending storms and recover, thus allowing and
18 enabling our taxpayers to resume normal
19 operations.

20 As Chris Ferraro said, our Central Florida
21 residents often turn to the District during a
22 storm. They feel safe here to bring their
23 families. Our hotels remain fully powered. We
24 have, you know, facilities that allow for the
25 strength of the hurricane winds. We have

1 provisions of food and water that are readily
2 available to our guests. This responsibility
3 is one we hold with utmost gravity, which is
4 why we diligently formulated our comprehensive
5 emergency management plan for the hurricane.
6 It's purpose is to guarantee that our taxpayers
7 can continue to receive essential services
8 during these extraordinary weather events.

9 Over the past nine years, this plan has
10 involved through rigorous post event
11 evaluations with the District team playing
12 pivotal role in its success. This marks the
13 first emergency management plan brought before
14 the Board underscoring our unwavering
15 dedication to our community's safety and
16 well-being. Thank you for your consideration.

17 Do you have any questions?

18 CHAIR GARCIA: No, just thank you for an
19 excellent presentation, and for always keeping
20 us safe, Tanya. We appreciate all your good
21 work, and that was a fabulous presentation.

22 Any comments from my fellow Board members?

23 MR. PERI: Yes, I would like to just say
24 that I have had the opportunity to tour and get
25 involved a little bit in understanding the

1 emergency management plan and what we do and
2 the services. It is incredibly, incredibly
3 impressive. You should be teaching a course to
4 most of the companies in this area on how to
5 prepare. I just think it's fantastic. Thank
6 you for what you have done.

7 MS. ZIEGLER: Thank you very much.

8 CHAIR GARCIA: Any other comments or
9 questions from my fellow Board members?

10 Hearing none, thank you very much Tanya.

11 MS. NAYLOR: Thank you.

12 CHAIR GARCIA: And this also is open for
13 public comment. Any public comments?

14 Any further discussion by Board members?

15 If not, is there a motion we approve the
16 resolution?

17 MS. ZIEGLER: I move we approve Resolution
18 No. 655.

19 CHAIR GARCIA: Is there a second?

20 MR. AUNGST: Second.

21 CHAIR GARCIA: All in favor indicate by
22 saying aye.

23 THE BOARD: Aye.

24 CHAIR GARCIA: Any opposed?

25 Let the record reflect that the resolution

1 passes unanimously.

2 Any unfinished business or other business
3 that needs to come before the Board?

4 MR. BARAKAT: Mr. Chair, if I could just
5 have a couple minutes to comment on a few
6 things.

7 So first of all, I just wanted to publicly
8 thank -- I was fortunate today to spend some
9 time with Mike Crikis and the entire
10 environmental services team Craig Saint from
11 the construction team, and I want to circle
12 back and absolutely echo what was said earlier.
13 Mike, you and your team are an absolutely first
14 class operation. I think it's important to
15 mention for many, many years that team and this
16 District is well regarded throughout the entire
17 state as kind of best in class from the
18 mosquito control to the overwhelmingly healthy
19 and productive fish ponds. Top to bottom, it
20 is a first class -- we have first class
21 environmentally quality standards. In
22 preserving the quality of an ecosystem, it's
23 really central -- these are the headwaters of
24 the Everglades we are talking about, and it's
25 truly a tremendous public trust in this

1 District's hands. And, Mike, you and your
2 entire team carry that torch, and I want you
3 and your team to know that's appreciated by
4 this Board, and I think throughout the state,
5 and thank you for your efforts.

6 And as to Craig and his team on the
7 construction side, it is no easy task to run a
8 construction operation anywhere, but certainly
9 not in one of the most high traffic and highly
10 visible tourist destinations or destinations of
11 any kind in the entire world. It is truly a
12 high degree of difficulty job top to bottom,
13 and Craig and his team do it first class.

14 So thank you, Craig, for that.

15 And I just want to underline, for all of
16 this Board's criticisms of the prior Board's
17 actions, none of that should be taken as a --
18 as any kind of a criticism, and I stand by
19 them, and none of that should be taken as a --
20 any kind of reflection, other than absolutely
21 appreciation of what the employees of this
22 District have done. I, at least, speaking for
23 myself, and I think I would say certainly for
24 the rest of the Board, as we said earlier, it
25 is just a tremendous operation in this

1 District, and from those that have been with
2 the District from one year to 40 years, we
3 appreciate you all. So thank you so much.

4 And finally, just to thank -- I was also
5 privileged to speak with leadership from the
6 Celebration CBD and from South Florida State
7 College about future partnerships with Citicon
8 and their organizations, and sort of a
9 potential maximizing of the land use potential,
10 as well as potential partnerships, and I want
11 to thank them for their time.

12 And certainly a specific thanks to Senator
13 Dennis Baxley, who represents this District
14 ably, very ably in Tallahassee to speak -- who
15 had some questions and talk about our duty as a
16 Board to report to the legislature on our
17 activities and future goals, and specifically
18 sort of our best practices in governance. And
19 we have got a really exciting opportunity to
20 set a new standard for a blueprint for
21 efficient and transparent government and
22 effective and accountable public and private
23 partnership, and I would say -- so thank you to
24 the senator his time.

25 And what I would say again to the

1 employees, No. 1, you can take great pride in
2 providing tremendous level of services to -- as
3 has been said, a -- the District is a
4 destination that makes memories for families
5 all around the world, but also in this new era,
6 we are going to be creating the blueprint for
7 best practices in government that will I think
8 be a blueprint not just throughout the State of
9 Florida but throughout the country. So you can
10 all take great pride in being part of that new
11 effort.

12 So thank you all.

13 Thank you, Mr. Chair.

14 CHAIR GARCIA: Thank you, Supervisor
15 Barakat, for those very appropriate comments,
16 and I endorse everything you said, and thank
17 you for making those comments.

18 Any other comments from the Board? Any
19 other unfinished business or new business that
20 needs to come before the Board?

21 Hearing none, we will stand adjourned.

22 Thank you all for coming to today's
23 meeting.

24 (Time ended 7:30 p.m.)
25

1 CERTIFICATE OF REPORTER

2 STATE OF FLORIDA:

3 COUNTY OF ORANGE:

4 I, TARA K. SLOCUM, RPR, CRR, CSR, Court Reporter and
5 Notary Public, certify that I was authorized to and did
6 stenographically report the foregoing proceedings and the
7 transcript is a true and accurate record of my stenographic
8 notes.

9
10 DATED this 1st day of OCTOBER 2023.

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17 TARA K. SLOCUM, RPR, CRR, CSR
18 Court Reporter
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Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.2

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
Proclamation for Andrew Heithaus	
Requested Action	
Approval of Proclamation for Fire Department Paramedic-40 Andrew Heithaus	
Staff Report	
Paramedic-40 Andrew Heithaus retired on October 1st, 2023 after 20 years of service to the District.	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
1. Proclamation for Andrew Heithaus, Fire Department/Paramedic-40	

Proclamation

WHEREAS, Andrew Heithaus, who served the Central Florida Tourism Oversight District (formerly known as the Reedy Creek Improvement District) through outstanding dedication to the District and its landowners, providing the highest level of service and professionalism, ensuring successful operations as a Paramedic-40 with the Fire Department, and

WHEREAS, Andrew Heithaus is being recognized and thanked for his outstanding performance, exemplary dedication, and willingness to serve the District; and

WHEREAS, the members of the Board of Supervisors of the Central Florida Tourism Oversight District feel that Andrew Heithaus merits and deserves the plaudits and appreciation of the Central Florida Tourism Oversight District;

NOW, THEREFORE, the Board of Supervisors of the Central Florida Tourism Oversight District assembled in regular session this 15th day of November 2023, do hereby proclaim and express sincere appreciation and gratitude to Andrew Heithaus for his outstanding service and dedication to the Central Florida Tourism Oversight District;

This Proclamation shall be set forth in full upon the minutes of this meeting and a certified copy of the same be presented to Andrew Heithaus from the Board of Supervisors of the Central Florida Tourism Oversight District.

ADOPTED this 15th day of November 2023.

By: _____
Martin Garcia, Chair of the Board of Supervisors

ATTEST:

Glenton Gilzean, Jr., District Administrator

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.3

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
Proclamation Honoring Veterans	
Requested Action	
Approval of Proclamation for Central Florida oversight District Veterans	
Staff Report	
Kevin Campbell - 17 yrs with the District Arthur Ordon - 3 ½ yrs in Service/ 2 yrs with the District Shannon Arnold - 17 yrs with the District Lorena Alarcon - 6 yrs with the District Timothy Pall - 6 yrs with the District	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
1. Proclamation for Veterans	

Proclamation

WHEREAS, America has just observed Veterans Day 2023; and

WHEREAS, the Central Florida Tourism Oversight District has over 40 US Armed Services Veterans who are employed within our District; and

WHEREAS, the members of the Board of Supervisors of the Central Florida Tourism Oversight District feel that our employee Veterans including those retired merit and deserve the plaudits and appreciation of the Central Florida Tourism Oversight District; and

WHEREAS, by nature of their service and selfless dedication we consider the men and women Veterans of our District Heroes;

NOW, THEREFORE, the Board of Supervisors of the Central Florida Tourism Oversight District assembled in regular session this 15th day of November 2023, do hereby proclaim and express sincere appreciation and gratitude for all Veterans who answered the call and served our Nation which provided safety and allowed us all to pursue the American Dream;

This Proclamation shall be set forth in full upon the minutes of this meeting and a copy of the same be presented to each of our Veteran employees including those retired from the Board of Supervisors of the Central Florida Tourism Oversight District.

ADOPTED this 15th day of November, 2023.

By: _____
Martin Garcia, Chair of the Board of Supervisors

ATTEST:

Glenton Gilzean, Jr., District Administrator

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(a)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006397 Bridge Expansion Joint & Pedestal Repairs	
Requested Action	
Approve for a lump sum fixed fee construction contract with SEMA Construction, Inc. in the amount of \$715,500.	
Staff Report	
District bridges are subject to periodic inspections by Certified Bridge Inspection (“CBI”) providers as part of ongoing maintenance best practices and methods to achieve the highest standard of safety for the traveling public. Recent routine inspections of several District bridge assets revealed the need for moderate repairs on some key wear items. Repairs needed include the replacement of twelve (12) total existing expansion joints located on six (6) six bridges (two (2) joints per bridge) and the repair of fifteen (15) total concrete bridge pedestals located on four (4) different bridge substructures.	
Additional Analysis	
On June 30, 2023, Invitation to Bid# C006397 was released as a construction services bid to contractors pre-qualified for bridge construction by the Florida Department of Transportation (“FDOT”).	
Fiscal Impact Summary	
Funding for this purchase will be budgeted for FY2024-25 in Planned Work Account 24RDS008 in the amount of \$715,500	
Exhibits Attached	
<ol style="list-style-type: none">1. Board Report2. Itemized Bid Tabulation3. Contract4. Winning Bid5. Presentation	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Bid# C006397-Bridge Expansion Joint & Pedestal Repairs in the amount of \$715,500.

Presented By: Mike Crikis, Deputy District Administrator of Operations

Department: Construction Management

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(a) Contract# C006397 for bridge expansion joint and pedestal repairs with SEMA Construction Inc. for the cost of \$715,500

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: 06/30/2023

BACKGROUND:

District bridges are subject to periodic inspections by Certified Bridge Inspection (“CBI”) providers as part of ongoing maintenance best practices and methods to achieve the highest standard of safety for the traveling public. Recent routine inspections of several District bridge assets revealed the need for moderate repairs on some key wear items. Repairs needed include the replacement of twelve (12) total existing expansion joints located on six (6) six bridges (two (2) joints per bridge) and the repair of fifteen (15) total concrete bridge pedestals located on four (4) different bridge substructures.

FINDINGS AND CONCLUSIONS:

On June 30, 2023, Invitation to Bid# C006397 was released as a construction services bid to contractors pre-qualified for bridge construction by the Florida Department of Transportation (“FDOT”).

Three (3) bids were received as follows:

Vendor’s Legal Name	Vendor’s City/State	Bid Amount
SEMA Construction, Inc.	Centennial, Colorado	\$715,500.00
Southland Construction, Inc.	Apopka, Florida (BuyLocal)	\$1,580,000.00
Superior Construction Company, LLC	Jacksonville, Florida	\$753, 253.00

SEMA Construction, Inc. was the lowest responsive and responsible bidder.

The Public Works/Facilities/Construction Services department is requesting approval of Contract# C006397 with SEMA Construction, Inc. for the bridge expansion joint and pedestal repairs. Staff recommends approving the contract for 60 days from Notice to Proceed to Substantial Completion.

FISCAL IMPACT:

Funding for this purchase will be budgeted for FY2024-25 in Planned Work Account 24RDS008 in the amount of \$715,500.00.

Contract Pricing Schedule					
Item	Description	QTY	Unit	Unit Cost	Total
1.0 GENERAL CONDITIONS					
1.1	Performance and Payment Bonds	1	LS	\$20,000.00	\$20,000.00
1.2	Temporary Construction Facilities	3	MO	\$2,500.00	\$7,500.00
1.3	Project Management	3	MO	\$12,000.00	\$36,000.00
1.4	Mobilization and Demobilization	1	LS	\$71,000.00	\$71,000.00
1.5	Erosion and Sedimentation Control	1	LS	\$30,000.00	\$30,000.00
1.6	Site Stabilization (Sodding)	1	LS	\$20,000.00	\$20,000.00
1.7	Maintenance of Traffic (MOT)	3	MO	\$12,000.00	\$36,000.00
Subtotal					\$220,500.00
2.0 BRIDGE CONSTRUCTION					
2.1	Bridge 756020 – Expansion Joint Repairs	1	LS	\$56,000.00	\$56,000.00
2.2	Bridge 756021 – Expansion Joint Repairs	1	LS	\$56,000.00	\$56,000.00
2.3	Bridge 756026 – Expansion Joint Repairs	1	LS	\$45,000.00	\$45,000.00
2.4	Bridge 756026 – Pedestal Repairs	1	LS	\$21,000.00	\$21,000.00
2.5	Bridge 756027 – Pedestal Repairs	1	LS	\$21,000.00	\$21,000.00
2.6	Bridge 756028 – Expansion Joint Repairs	1	LS	\$45,000.00	\$45,000.00
2.7	Bridge 756028 – Pedestal Repairs	1	LS	\$25,000.00	\$25,000.00
2.8	Bridge 756029 – Expansion Joint Repairs	1	LS	\$56,000.00	\$56,000.00
2.9	Bridge 756029 – Pedestal Repairs	1	LS	\$75,000.00	\$75,000.00
2.10	Bridge 756040 – Expansion Joint Repairs	1	LS	\$95,000.00	\$95,000.00
Subtotal					\$495,000.00
GRAND TOTAL					\$715,500.00

PROCUREMENT REVIEW:

This purchase has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – SEMA Construction, Inc. (PDF)

SEMA Construction, Inc. Bid



ITB C006397

BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS

**SEMA Construction,
Inc.**
Centennial, Colorado
(Arapahoe County)

**Superior Construction
Company Southeast,
LLC**
Jacksonville, Florida
(Duval County)

**Southland Construction,
Inc.**
Apopka, Florida
(Orange County)
BUY LOCAL

Item #	Item Description	QTY	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.0 GENERAL CONDITIONS									
1.1	Performance and Payment Bonds	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,300.00	\$ 12,300.00
1.2	Temporary Construction Facilities	3	MO	\$ 2,500.00	\$ 7,500.00	\$ 5,000.00	\$ 15,000.00	\$ 4,000.00	\$ 12,000.00
1.3	Project Management	3	MO	\$ 12,000.00	\$ 36,000.00	\$ 42,751.00	\$ 128,253.00	\$ 33,333.33	\$ 100,000.00
1.4	Mobilization and Demobilization	1	LS	\$ 71,000.00	\$ 71,000.00	\$ 20,000.00	\$ 20,000.00	\$ 29,000.00	\$ 29,000.00
1.5	Erosion and Sedimentation Control	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,700.00	\$ 4,700.00
1.6	Site Stabilization (Sodding)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 24,000.00	\$ 24,000.00
1.7	Maintenance of Traffic (MOT)	3	MO	\$ 12,000.00	\$ 36,000.00	\$ 25,000.00	\$ 75,000.00	\$ 36,666.67	\$ 110,000.00
Subtotal				\$	220,500.00	\$	258,253.00	\$	292,000.00
2.0 BRIDGE CONSTRUCTION									
2.1	Bridge 756020 - Expansion Joint Repairs	1	LS	\$ 56,000.00	\$ 56,000.00	\$ 50,000.00	\$ 50,000.00	\$ 186,000.00	\$ 186,000.00
2.2	Bridge 756021 – Expansion Joint Repairs	1	LS	\$ 56,000.00	\$ 56,000.00	\$ 55,000.00	\$ 55,000.00	\$ 186,000.00	\$ 186,000.00
2.3	Bridge 756026 – Expansion Joint Repairs	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 162,000.00	\$ 162,000.00
2.4	Bridge 756026 – Pedestal Repairs	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00
2.5	Bridge 756027 – Pedestal Repairs	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
2.6	Bridge 756028 – Expansion Joint Repairs	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 147,000.00	\$ 147,000.00
2.7	Bridge 756028 – Pedestal Repairs	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00
2.8	Bridge 756029 – Expansion Joint Repairs	1	LS	\$ 56,000.00	\$ 56,000.00	\$ 75,000.00	\$ 75,000.00	\$ 202,000.00	\$ 202,000.00
2.9	Bridge 756029 – Pedestal Repairs	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 40,000.00	\$ 40,000.00	\$ 64,000.00	\$ 64,000.00
2.10	Bridge 756040 – Expansion Joint Repairs	1	LS	\$ 95,000.00	\$ 95,000.00	\$ 140,000.00	\$ 140,000.00	\$ 277,000.00	\$ 277,000.00
Subtotal				\$	495,000.00	\$	495,000.00	\$	1,288,000.00
GRAND TOTAL				\$	715,500.00	\$	753,253.00	\$	1,580,000.00

Kiewit Infrastructure South Co. - DECLINED TO BID



BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS

Agreement: C006397

PROJECT MANUAL

ISSUED FOR CONSTRUCTION

Date of Issuance: October 25, 2023

Owner:	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
Owner's Representative:	AE ENGINEERING, INC. 219 N. Newman Street, 4 th Floor Jacksonville, Florida 32202
Engineer/Architect of Record:	BCC ENGINEERING LLC. BOYLE ENGINEERING CORPORATION HNTB CORPORATION GREINER ENGINEERING SCIENCES INC. ET AL.
Contractor:	SEMA CONSTRUCTION, INC. 7353 S. Eagle Street Centennial, Colorado 80112

PROJECT MANUAL

Definition: The compilation of Documents listed herein is hereinafter referred to as the Project Manual.

The following listed documents comprise the Project Manual entitled:

BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS ISSUED FOR CONSTRUCTION

Contract Number: C006397

CONTRACT DOCUMENTS

Agreement (Lump Sum)

- Exhibit A – Project Description and List of Contract Documents
- Exhibit B – Project Milestone Schedule
- Exhibit C – Recap of Contract Sum
- Exhibit D – Pending Alternates
- Exhibit E – Unit Price Schedule, including Attachment 1 to Exhibit E – Schedules of Hourly Wage Rates and Contractor-Owned Equipment Rates

Special Contract Conditions

General Conditions of the Contract for Construction

Payment Bond

Performance Bond

Contractor's Interim Affidavit (sample form)

Contractor's Request for Information ("RFI") (sample form)

Directive (sample form)

Change Order (sample form), including Exhibit A

Close-Out Change Order (sample form includes Certificate of Substantial Completion)

Punch List (sample form)

Addenda

Drawings – Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS, dated June 13, 2023. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Scope of Services from Bridge Expansion Joint Replacement Drawings dated March 21, 2023 for Bridges 756020, 756021, 756026, 756028, 756029, and 756040.

Scope of Services from Bridge Pedestal Repairs Drawings dated March 21, 2023 for Bridges 756026, 756027, 756028, and 756029.

Specifications - For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS, dated June 13, 2023. All specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Reedy Creek Energy Services ("RCES") Underground Construction Rules in the Vicinity of Central Florida Tourism Oversight District ("CFTOD") f/k/a Reedy Creek Improvement District ("RCID") Electric Utilities Rev. 5.

END OF TABLE OF CONTENTS - PROJECT MANUAL
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BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS
LUMP SUM AGREEMENT

THIS AGREEMENT, made effective as of October 25, 2023, by and between **Central Florida Tourism Oversight District** (herein referred to as the "Owner"), whose mailing address is 10450 Turkey Lake Road, Box # 690519, Orlando, Florida 32869, and **Sema Construction, Inc.** (herein referred to as the "Contractor"), whose mailing address is 7353 S. Eagle Street, Centennial, Colorado 80112.

W I T N E S S E T H

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

Article 1**DEFINITIONS: THE CONTRACT DOCUMENTS**

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

1.2. The Contract Documents consist of this Agreement, the Conditions of the Contract (General and Special), the Drawings, the Specifications, all Addenda (except portions thereof relating purely to any of the bidding forms or bidding procedures), all Modifications and all other documents identified in the "List of Contract Documents" included in **Exhibit A**, which is attached hereto. Such documents form the Contract and all are as fully a part thereof as if attached to this agreement or repeated herein.

Article 2**STATEMENT OF THE WORK**

2.1. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

2.2. **Exhibit A**, "Project Description and List of Contract Documents", contains a brief description of the Project.

2.3. The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and nonprofessional services, and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the Work. The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor.

Article 3**OWNER'S REPRESENTATIVE**

3.1. **AE Engineering, Inc.**, Roderick Myrick, P.E., rod@aeengineeringinc.com, whose mailing address **219 N. Newman Street, 4th Floor, Jacksonville, FL 32202**; shall act as the Owner's designated representative (herein referred to as the "Owner's Designated Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Contract.

Article 4 THE ARCHITECT/ENGINEER

4.1. The Architect/Engineer for the Project (herein referred to as the "A/E") is **BCC Engineering, LLC**, et al. whose mailing address is 160 North Westmonte Drive, Suite 2000, Altamonte Springs, FL 32714.

Article 5 TIME OF COMMENCEMENT AND COMPLETION

5.1. The Contractor shall commence the Work promptly upon receipt of written Notice-to-Proceed ("NTP") from the Owner and **shall complete all Work within 60 Days** after issuance of said NTP (such period of time is herein referred to as the "Contract Time") and in accordance with such interim milestone dates (herein referred to as the "Milestones") as may be specified in the Contract Documents. The Contract Time and any such Milestones are of the essence of the Contract.

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

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

SUBSTANTIAL COMPLETION

Substantial Completion of the Work shall be achieved no later than **60 DAYS from the Notice-to-Proceed**. The Notice-to-Proceed is defined as the date the Owner provides the Notice to Contractor to begin the project.

FINAL COMPLETION

Final Completion of the Work shall be achieved no later than **90 DAYS from the Notice-to-Proceed**.

Article 6 CONTRACT SUM

6.1. Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in the General Conditions, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of **SEVEN HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$715,500.00)** (herein referred to as the "Contract Sum") to cover the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

Article 7 APPLICATIONS FOR PAYMENT

7.1. The Contractor shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "Payment Application Date"), deliver to the Owner an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. Before submitting the first Application for Payment, Contractor shall submit (and resubmit until approval is obtained) to the Owner's Representative for approval the "Schedule of Values", generally following the Uniform Construction Index (CSI) cost analysis format but further broken down by facility, labor and material, all as required by the Owner's Representative. Each item in the "Schedule of Values" shall only include its proper share of overhead and profit. The Schedule of Values, when approved by the Owner's Representative, shall be used as a basis for the Contractor's Application for Payment.

Article 8
PROGRESS PAYMENTS AND FINAL PAYMENT OF THE CONTRACT SUM

8.1. Based on the Contractor's Application for Payment, the Schedule of Values submitted by the Contractor and approved by the Owner, and the Owner's approval of the Application for Payment pursuant to Article 9 of the General Conditions, the Owner shall make monthly payments to the Contractor on account of the Contract Sum. Such monthly payments shall be made on or before the twenty-fifth (25th) day of each calendar month or the thirtieth (30th) day after receipt by the Owner of such documentation as the Owner may require pursuant to Article 9 of the General Conditions to substantiate the amount owed, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval thereof as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Each such monthly payment shall be in an amount equal to ninety-five percent (95%) of the net amount allowed the Contractor for labor, materials and equipment incorporated or used in the Work (or suitably stored at the job site if the Owner has agreed in advance to pay for such stored materials and equipment) through the Payment Application Date, as indicated in the Owner's approval of the Application for Payment, after deducting any sums withheld by the Owner pursuant to the Contract Documents and the aggregate of all previous payments to the Contractor on account of the Contract Sum. Upon Substantial Completion of the Work, as determined by the Owner, the Owner shall pay to the Contractor a sum sufficient to increase the aggregate payments theretofore made to the Contractor on account of the Contract Sum to ninety-five percent (95%) of the Contract Sum, less such retainage as the Owner shall determine is necessary for all incomplete Work, unsettled claims or other matters for which the Owner is permitted to withhold under the General Conditions.

8.2. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within fourteen (14) days after completion of those items set forth in the Punch List, including, without limitation, approval by Owner of the final Application for Payment, and execution by the Contractor of the Close-out Change Order, in accordance with the General Conditions; provided, however, that final payment shall in no event be due unless and until the Contractor shall have complied with all provisions of the Contract Documents, including those contained in Subparagraph 9.4.2 of the General Conditions.

Article 9
CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed hereunder;

(b) it is experienced and skilled in the construction and work of the type described in, or required by, the Contract Documents;

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

(d) it has, by careful examination satisfied itself as to: (i) the nature, location and character of the job site including, without limitation, the surface and subsurface conditions of the land and all structures and obstructions thereon, both natural and manmade, surface water conditions of the Job Site and the surrounding area and, to the extent pertinent to the Work, all other conditions; (ii) the nature, location and character of the general area in which the Job Site is located including, without limitation, its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (iii) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (iv) all other matters or things which could in any manner affect the performance of the

Work. Without limitation on the foregoing, the Contractor recognizes the physical and operational restrictions on carrying on of the Work in or about the Project or the Job Site.

9.2. The Contractor accepts the relationship of trust and confidence established by this Agreement between it and the Owner. It covenants with the Owner that it shall: furnish its best skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.

Article 10 TERMINATION

10.1. Termination of the Contract by the Owner, with or without cause, and by the Contractor are provided for in Article 15 of the General Conditions. If the Owner terminates the Contract pursuant to Paragraph 15.2. of the General Conditions, and the unpaid balance of the Contract Sum exceeds the costs and expenses incurred by or on behalf of the Owner in finishing the Work, including compensation for any additional architectural, engineering, management and administrative services, such excess shall, upon the completion of the Work, be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

Article 11 LEGAL PROCEEDINGS

11.1. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

11.2. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Contract, or arising out of any matter pertaining to this Contract or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

11.3. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

Article 12 PUBLIC RECORDS

12.1. IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT

**TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS
PUBLICRECORDS@RCID.ORG, MAILING ADDRESS CENTRAL
FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC
RECORDS ADMINISTRATOR, P.O. BOX 690519, ORLANDO, FLORIDA
32869.**

A. THE CONTRACTOR/CONSULTANT SHALL:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor/consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor/consultant or keep and maintain public records required by the public agency to perform the service. If the contractor/consultant transfers all public records to the public agency upon completion of the contract, the contractor/consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor/consultant keeps and maintains public records upon completion of the contract, the contractor/consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

B. REQUEST FOR RECORDS; NONCOMPLIANCE:

1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor/consultant of the request, and the contractor/consultant must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
2. If a contractor/consultant does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
3. A contractor/consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

C. CIVIL ACTION:

1. If a civil action is filed against a contractor/consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor/consultant the reasonable costs of enforcement, including reasonable attorney fees, if:

- i. The court determines that the contractor/consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor/consultant has not complied with the request, to the public agency and to the contractor/consultant.
2. A notice complies with subparagraph (c) ii. if it is sent to the public agency's custodian of public records and to the contractor/consultant at the contractor's/consultant's address listed on its contract with the public agency or to the contractor's/consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
3. A contractor/consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

Article 13

NON-FUNDING

13.1 In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

Article 14

E-VERIFY COMPLIANCE

14.1. The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of Article 10 hereof and Article 15 of the General Conditions of the Contract for Construction, which forms a part of this Agreement, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

SIGNATURES NEXT PAGE

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

OWNER
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONTRACTOR
SEMA CONSTRUCTION, INC.

Authorized
Signature: _____

Authorized
Signature: Steven C. Mills

Print Name: Martin Garcia

Print Name: Steven C. Mills

Title: Board Chairman

Title: Corporate V.P., Contracts

Date: _____

Date: October 3, 2023

EXHIBIT A PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS Contract No.: C006397

I. Project Description

The Project is briefly described as follows:

The Bridge Expansion Joint and Pedestal Repair project includes the replacing of twelve (12) existing expansion joints on six (6) six bridges (two (2) joints per bridge) as well as repairing a total of fifteen (15) concrete bridge pedestals spread across four (4) different bridges.

This scope of work includes, but is not limited to, Maintenance of Traffic/Lane Closures, field verification of existing conditions, removal of existing expansion joint systems and headers, installation of new elastomeric concrete headers and poured expansion joints with backer rod, repair of cracked/spalled/delaminated pedestals, elongation of existing anchor bolt holes in plates, field repairs of damaged galvanized surfaces (bolts and plates), forming and pouring concrete pedestals at repair locations and epoxy injection of cracks.

II. List of Contract Documents

A. Drawings:

Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS, and dated June 13, 2023. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

B. Specifications:

For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS, and dated June 13, 2023. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

C. This Exhibit A, Project Description and List of Contract Documents, 2 pages

D. Exhibit B, Project Milestone Schedule, 1 page

E. Exhibit C Recap of Contract Sum, 1 page

F. Exhibit D, Pending Alternates, 1 page

G. Exhibit E, Unit Price Schedule, 1 page, including Attachment 1, Schedules of Wage & Equipment Rates, 2 pages

H. Special Contract Conditions, 15 pages, June 2023 Ed.

I. General Conditions of the Contract for Construction, 26 pages, including table of contents, March 2023 Ed.

J. Payment Bond, 2 pages

K. Performance Bond, 2 pages

L. Consent of Surety for Partial Payment Application (SAMPLE), 1 page

M. Dual Obligatee (SAMPLE), 1 page

N. Contractor's Interim Affidavit (SAMPLE), including Schedule A, 2 pages

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006397

- O. Contractor's Request for Information (SAMPLE), 1 page
- P. Directive (SAMPLE), 1 page
- Q. Change Order (SAMPLE), including Exhibit A, 2 pages
- R. Close-Out Change Order (SAMPLE contains Certificate of Substantial Completion), including Attachments "A" through "G", 10 pages
- S. Punch List (SAMPLE), 1 page
- T. Addenda, listed as follows:
 - Addendum 1, dated July 13, 2023
 - Addendum 2, dated July 20, 2023
 - Addendum 3, dated July 24, 2023
 - Addendum 4, dated July 25, 2023

End of Exhibit A

<p>EXHIBIT B PROJECT MILESTONE SCHEDULE Contract No.: C006397</p>
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The Contractor agrees to commence and complete the Work in strict accordance with the Project Milestone Schedule for performance of the work, as provided below:

MILESTONE DESCRIPTION	START DATE	COMPLETION DATE
Notice-to-Proceed	Day 1	Day 1
Substantial Completion	Day 1	60 Days from Notice-to-Proceed
Final Completion	Day 60	90 Days from Notice-to-Proceed

For a listing of the phases and their scope, refer to Division No. 01010 Summary of Work, section 1.2.2.

<p>End of Exhibit B</p>

EXHIBIT C
RECAP OF CONTRACT SUM
Contract No.: C006397

The Contract Sum is based solely on the Contractor's proposed price:
Lump Sum Fixed Price of **\$715,500.00**.

ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1.0	GENERAL CONDITIONS				\$220,500.00
1.1	Construction Bond (Performance & Payment)	1	LS	\$20,000.00	
1.2	Temporary Construction Facilities	3	MO	\$7,500.00	
1.3	Project Management	3	MO	\$36,000.00	
1.4	Mobilization and Demobilization	1	LS	\$71,000.00	
1.5	Erosion and Sedimentation Control	1	LS	\$30,000.00	
1.6	Site Stabilization (Sodding)	1	LS	\$20,000.00	
1.7	Maintenance of Traffic (MOT)	3	MO	\$36,000.00	
2.0	BRIDGE CONSTRUCTION				\$495,000.00
2.1	Bridge 756020 – Expansion Joint Repairs	1	LS	\$56,000.00	
2.2	Bridge 756201 – Expansion Joint Repairs	1	LS	\$56,000.00	
2.3	Bridge 756026 – Expansion Joint Repairs	1	LS	\$45,000.00	
2.4	Bridge 756026 – Pedestal Repairs	1	LS	\$21,000.00	
2.5	Bridge 756027 – Pedestal Repairs	1	LS	\$21,000.00	
2.6	Bridge 756028 – Expansion Joint Repairs	1	LS	\$45,000.00	
2.7	Bridge 756028 – Pedestal Repairs	1	LS	\$25,000.00	
2.8	Bridge 756029 – Expansion Joint Repairs	1	LS	\$56,000.00	
2.9	Bridge 756029 – Pedestal Repairs	1	LS	\$75,000.00	
2.10	Bridge 756040 – Expansion Joint Repairs	1	LS	\$95,000.00	
LUMP SUM FIXED PRICE TOTAL					\$715,500.00

End of Exhibit C

EXHIBIT D
PENDING ALTERNATES
Contract No.: C006397

THERE ARE NO PENDING ALTERNATES

End of Exhibit D

EXHIBIT E
SCHEDULE OF UNIT PRICES
Contract No.: C006397

In accordance with Article 12 of the General Conditions of the Contract for Construction, the following Unit Price Schedule may be used for additions and/or deletions to the Contract Work as the Construction Manager may direct.

1. Unit Price items shall be inclusive of all items of expense, including but not limited to applicable materials (delivered to the Job Site and unloaded), labor (including receiving, handling, scaffolding, distributing, storing, hoisting, installation, clean-up and protection), equipment, professional consulting services, drafting services, trucking, permits, appliances, supervision, engineering, taxes, insurance, overhead, profit and bonds.
2. Except where specific exceptions are indicated, it is understood that all equipment and material to be furnished is to be identical with that which is called for in the Specifications.
3. The Unit Price indicated for each item hereinafter described shall remain in effect for the duration of the Contract and shall apply to both additions and deletions. Any changes in the Work shall be computed on a net quantity basis multiplied by the Unit Price.
4. For all Directive changes (Unit Price, Lump Sum or Time & Material), rentals for equipment not listed under Attachment A hereto shall be based on a prorata portion as to the portion of the month used of the current monthly Blue Book rates; or by actual invoice from the Rental Agency, whichever is less.
5. The Owner reserves the right to choose Unit Price; Lump Sum; or Time & Material pricing in accordance with Article 12 of the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

ITEM	DESCRIPTION	UOM	UNIT COST
EROSION CONTROL			
1	Silt Fence	LF	\$3.00
2	Double Row Silt Fence	LF	\$5.00
3	Inlet Protection Device	EA	\$180.00
4	Soil Tracking Prevention Trap (Temporary)	EA	\$5,000.00
5	Artificial Coverings/Roll Erosion Control	SY	\$5.00
6	Power Broom	ED	\$500.00
7	Street Sweeper (with Vacuum Pick-up)	ED	\$1,648.00
MOT			
8	Work Zone Sign	ED	\$1.00
9	Portable Changeable Message Sign (Temporary)	ED	\$15.00
10	Arrow Board/Advance Warning Arrow Panel	ED	\$9.00
11	Temp. Barricades – Types I, II, DI, VP, Drum, LC	ED	\$0.50
12	Temp Barricades – Type III, 6'	ED	\$0.75
BRIDGE CONSTRUCTION			
13	Bridge Deck Expansion Joint, F&I Poured Joint (with Backer Rod)	LF	\$450.00
14	Class IV Concrete	CY	\$1,000.00
15	Epoxy Injection (including Drilled Port, Epoxy and Cleanup)	EA	\$3,500.00
16	Elastomeric Concrete (typ.)	CY	\$1,000.00

End of Exhibit E

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
ATTACHMENT 1 of EXHIBIT E
Schedules of Hourly Wage Rates and Contractor-Owned Equipment Rates
Contract No.: C006397

The following is an integral attachment to the aforementioned **Exhibit E**, Schedule of Unit Prices, and together with the Unit Prices, may be utilized as the basis for adjustments to the Contract Sum for additions to and deletions from the Contract Work, as the Owner's Representative may direct, in accordance with Article 12 of the General Conditions of the Contract for Construction. The rates contained in this schedule shall be subject to all restrictions and provisions set forth in **Exhibit B** Schedule of Unit Prices. All Hourly Wage Rates are inclusive of Contractor's overhead, profit and cost of all employee burdens, benefits, insurance and Worker's Compensation coverage. Upon request by the Owner's Representative, the Contractor shall provide, as supporting data, evidence of the direct cost of labor, Contractor's overhead, profit and each category of employee burden, benefit and related cost. Overtime rates are applicable to a five-day workweek for hours worked in excess of 40 hours per week, excluding weekends and holidays.

A. Hourly Wage Rates:

Wage rates shall remain in effect through Contract Completion

Labor Category	Total Straight Time Hourly Wage Rate	Total Overtime Hourly Wage Rate
Project Manager	\$172.00	\$258.00
Superintendent	\$155.00	\$232.00
Foreman	\$97.00	\$146.00
Laborer - Skilled	\$51.00	\$77.00
Laborer - Unskilled	\$42.00	\$63.00

B. Contractor-Owned Equipment Rates:

The table below lists each type of Contractor-owned equipment to be utilized in the performance of the Work and the hourly, daily, weekly and monthly rate corresponding to each. Each and every listed rate is an all-inclusive rate, which includes but is not necessarily limited to, the cost of purchasing, leasing, maintaining, licensing, transporting and fueling the equipment, the Contractor's overhead and any profit to be derived by the Contractor from the use of the equipment pursuant to the Agreement, and is not subject to additional markup by the Contractor. Each and every equipment rate shall remain in effect for the duration of the Contract and shall apply for the purpose of calculating changes to the amount of the Contract Sum attributable to both additions to and deletions from the Work (collectively, changes to the Work). Any costs for such equipment that are attributable to changes to the Work shall be computed on a net hourly, daily, weekly or monthly basis, as applicable, multiplied by the corresponding rate. The rates applied in such computations shall be strictly applied in the following manner: the hourly rate shall be applied when the equipment is utilized for less than one (1) eight-hour day; the daily rate shall be applied when the equipment is utilized for more than one (1) but less than five (5) consecutive days; the weekly rate shall be applied when the equipment is utilized for more than five (5) consecutive days but less than four (4) consecutive weeks; and, the monthly rate shall be applied when the equipment is utilized for four (4) or more consecutive weeks, including any net portions thereof, which shall be applied on a prorated basis. The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment. The equipment rates included in the list below do not apply to rented equipment, the costs for which are subject to the corresponding provisions set forth in Article 12 of the General Conditions of the Contract for Construction.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
ATTACHMENT 1 of EXHIBIT E
Schedules of Hourly Wage Rates and Contractor-Owned Equipment Rates
Contract No.: C006397

The Contractor shall list each type of Contractor-owned equipment applicable to the performance of the Contract Work and provide the corresponding daily, weekly and monthly rate for each in the table below.

EQUIPMENT TYPE	HOURLY RATE	DAILY RATE	WEEKLY RATE	MONTHLY RATE
CAT 938K Loader	\$131.30	\$926.65	\$4,014.50	\$15,655.05
Manlift – 60'	\$81.34	\$571.95	\$2,472.25	\$9,620.40
Forklift 8k (Tele Boom)	\$304.39	\$2,110.10	\$9,025.50	\$34,665.95
Pavement Sweeper	\$180.04	\$1,295.30	\$5,751.50	\$22,896.60
Water Truck/6,000 gal.	\$206.54	\$1,502.30	\$6,755.25	\$27,231.85
Pick-up ½ TN Gas 4x4	\$35.23	\$259.30	\$1,196.50	\$4,934.60
Pick-up ¾ TN Gas 4x4	\$22.29	\$163.30	\$729.00	\$2,916.35
Bobcat T740 Skid Steer	\$148.79	\$1,044.05	\$4,470.25	\$17,206.60

End of Attachment 1 Exhibit E

SPECIAL CONTRACT CONDITIONS

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- I. General Safety Requirements, Contractor Parking and Access, Break Areas
- II. Construction Site Minimum Personal Protective Equipment (“PPE”) and Clothing Requirements
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- V. Confined Spaces
- VI. Hazardous and Chemical Waste Disposal
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- IX. Fall Protection
- X. Aerial Work Platforms (“AWP”)
- XI. Ladders
- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved
- (i) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property.

All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

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Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan ("PSSP"), a hazard analysis, pre-task planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, "vaping", and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms ("AWPs") and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle ("PTV") if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane.

Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner's expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trash cans must be provided for the disposable cups and/or bottles.

Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

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II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED**IV. ASBESTOS/CADMIUM OR LEAD/CFCs****A. ASBESTOS**

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (ACM) and/or Presumed Asbestos-Containing Materials (PACM), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

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C. CHLOROFLUOROCARBONS (CFCs)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (CFCs) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor's work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space ("PRCS"), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space ("PRCS") entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor's Project Specific Safety Plan ("PSSP"). In support of the Contractor's preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner's experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor's personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner's job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

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Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

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The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment (“PPE”) and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6') of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing (FRC).

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

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

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

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A **flash protection boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

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

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

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

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- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall

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then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards ("SRLs") must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn't feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer's instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor's qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System ("PFAS"), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25').

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5') or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6') or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (PFDs) are not required.

X. AERIAL WORK PLATFORMS ("AWP")

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner's request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP's that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as "out of service" the vehicle shall not to be operated until it has been repaired.

The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer's capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

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AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

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Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade. Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services (RCES) between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

Obtain a completed locate ticket through Sunshine State One Call of Florida ("SSOCOF") by calling 811.

Call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

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The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

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XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (NCCCO).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water's edge, Ground Bearing Pressures (GBP) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

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XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (PPE) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.

Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)

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- c) Information regarding personnel involved, including the Designated Person in Charge (“DPIC”), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection. Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- f) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- g) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED.

END OF SPECIAL CONTRACT CONDITIONS

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1
DEFINITIONS

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

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

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

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

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

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

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

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

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

1.5. SUBCONTRACTOR; SUB-SUBCONTRACTOR.

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

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

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

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

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

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

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

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

1.12. THE ARCHITECT/ENGINEER. The person or entity having a direct contract with the Owner to design the Project or a portion thereof and to produce the Project Plans and Specifications or portion thereof, as identified in Article 4 of the Agreement or the most current Modification thereto, together with its subconsultants.

Article 2 **THE CONTRACT DOCUMENTS**

2.1. EXECUTION, INTENT AND INTERPRETATIONS.

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

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

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

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

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

2.1.6. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of the Owner that such conditions actually exist. The Contractor shall inspect the Job Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.

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

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

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

Article 3 OWNER

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

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

Article 4 THE OWNER'S REPRESENTATIVE

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

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

Article 5 CONTRACTOR

5.1. REVIEW OF CONTRACT DOCUMENTS. In addition to the representations and warranties contained in Article 9 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further acknowledges that it has satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or

explanation and has assured itself of the adequacy and accuracy of each of the Contract Documents, as well as the compatibility of any combination thereof, as they relate to one another and to the scope of Work and the Schedule. The Contractor hereby warrants and represents to the Owner that the Contract Documents are suitable and adapted for the Work and guarantees their sufficiency for their intended purpose. The Owner shall not be responsible or liable to the Contractor for, and the Contractor hereby waives, any claims for changes, delays, accelerations, inefficiencies, impacts, and any other costs, damages, losses, or expenses of any nature whatsoever, resulting from any error, inadequacy, inaccuracy, inconsistency, insufficiency, unsuitability, discrepancy, ambiguity, omission, or insufficiency of detail or explanation in the Contract Documents. The Contractor shall perform no portion of the Work at any time without approved Contract Documents or, where required, shop drawings, product data, or samples, for such portions bearing the A/E's appropriate action stamp. Work performed in violation of this provision shall be at the Contractor's risk. Nothing in this Paragraph 5.1 shall in any way limit the effects of Article 9 of the Agreement.

5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

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

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

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

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

5.2.5. The Contractor shall establish, implement and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Schedule and any Milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Contract Documents for the benefit of the Owner at the time of submission.

5.3. MATERIALS AND EQUIPMENT.

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

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

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

5.4. **WARRANTY.** The Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. This warranty is not limited by the provisions of Paragraph 14.2. of these General Conditions or Article 9 of the Agreement. All warranties and guarantees from Subcontractors or Sub-subcontractors (including, without limitation, manufacturers) shall be assignable to the Owner regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Owner and deliver them pursuant to Subparagraph 9.4.2. The Contractor's obligations under this Paragraph shall survive the expiration or sooner termination of the Contract.

5.5. **TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS.**

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

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

5.5.3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Sum. The Contractor shall not unlawfully use or install any patented or copyrighted article, and any such unlawful use or installation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions for infringement of, or otherwise related to, any patent rights or copyrights, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the Owner may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses occasioned thereby shall be borne by the Contractor.

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

5.7. **TESTS.**

5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise the

Owner in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified.

5.7.2. The Owner may require any special inspection, testing or approval of the Work not included under Subparagraph 5.7.1., or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise the Owner in a timely manner (in writing, if practicable) as in Subparagraph 5.7.1. If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Contract Documents; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of the Owner, which, if incurred by the Owner, may be offset by the Owner against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, the Owner shall bear the costs of such inspection or testing.

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

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

Article 6 SUBCONTRACTORS

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

6.2. AWARD OF SUBCONTRACTS.

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

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

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

6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work

as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract Sum shall be governed by Article 12.

6.3. SUBCONTRACTUAL RELATIONS.

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

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

6.4. PAYMENTS TO SUBCONTRACTORS.

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

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

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

Article 7 SEPARATE CONTRACTS

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

7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

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

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

7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. Any such damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such damage, delay or interference, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

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

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

Article 8

TIME

8.1. DEFINITIONS.

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

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

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

8.2. PROGRESS AND COMPLETION; SCHEDULING.

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

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

8.2.3. Float or slack time associated with any one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as set forth in an approved Schedule for the Work (assuming the critical path method is used), including any revisions or updates thereto. Float or slack time is not for the exclusive use or benefit of either the Owner or the Contractor. However, if float time associated with any chain of activities is expended but not exceeded by any actions attributable to the Owner, the Contractor shall not be entitled to an extension in the Contract Time.

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

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

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

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

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

8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor

(except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts).

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

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

8.4. TEMPORARY SUSPENSION OF WORK. The Owner shall have the authority to suspend the Work, in whole or in part, for such periods and such reasons as it may deem necessary or desirable, in its sole discretion including, without limitation: (a) unsuitable weather; (b) other conditions considered unfavorable for the suitable prosecution of the Work; (c) special events; and/or (d) other conditions considered adverse to the best interests of the Owner. Any such suspension shall be in writing to the Contractor. The Contractor shall immediately obey such orders of the Owner and shall not resume the Work until so ordered in writing by the Owner. No such temporary suspension of the Work, for periods of time up to thirty (30) consecutive days, shall be the basis of a claim by the Contractor for any increase in the Contract Sum or for any other damages, losses, costs or expenses whatsoever, all of which claims the Contractor hereby expressly waives. The Contractor shall be entitled to an extension of the Contract Time not to exceed the length of time that the Work was suspended provided the claim is submitted in accordance with Paragraph 13.1. and the suspension is not due to an act or omission of the Contractor, any Subcontractor or Sub-subcontractor.

Article 9 PAYMENTS AND COMPLETION

9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.

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

9.1.2. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the Owner in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor

thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.

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

9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

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

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

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

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

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

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

9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall

cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.

9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

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

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

properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.

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

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

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

9.5. BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.

9.5.1. The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project or equipment at any time prior to completion of the Work upon two (2) days written notice to the Contractor (referred to herein as "Beneficial Occupancy"). The Owner shall use its best efforts to prevent such occupancy from interfering with the performance of the remaining Work; provided, however, that the Owner shall not be liable for any delays or additional costs of any nature caused by such occupancy.

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

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

Article 10 PROTECTION OF PERSONS AND PROPERTY

10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.

10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the

Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

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

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

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

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

10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

10.1.7 The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

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

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

10.2.2. Until final acceptance of the Work by the Owner pursuant to Paragraph 9.4. (unless and to the extent otherwise set forth in a Certificate of Substantial Completion), the Contractor shall have full and complete charge and care of and, except as otherwise provided in this Subparagraph 10.2.2., shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever. The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration: (a) is directly due to errors in the Contract Documents which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence; (b) is caused by the Owner (unless (i) the Contractor has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (ii) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (iii) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder); or (c) is caused by a hazard against which the Owner is required to insure under the provisions of Article 11 hereof; provided, however, that if the loss, injury or damage would not have occurred but for the negligent act or omission of the Contractor, any of its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the rebuilding, repair or restoration shall be at the Contractor's cost and expense to the extent of the deductible on said insurance.

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

10.4. EMERGENCIES. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss or to remedy said violation, whichever is applicable, failing which the Owner may immediately take whatever action it deems necessary, including, but not limited to, suspending the Work as provided in Paragraph 8.4. Any failure by the Contractor to so act or so remedy a violation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure to act or remedy a violation, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in Article 13.

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

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

Article 11 INSURANCE

11.1. COMMERCIAL INSURANCE/INDEMNIFICATION. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of **\$1,000,000** per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of **\$1,000,000** per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of **\$1,000,000** per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least **\$1,000,000** per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.

Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

- A. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.

- B. **CANCELLATION.** All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- C. **ADDITIONAL INSUREDS.** Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- D. **WAIVERS.** The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- E. **CLAIMS.** The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- F. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

Article 12

CHANGES IN THE WORK

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

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

12.2.1. If the Owner elects to have any Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The portion of the proposal relating to labor, whether by the Contractor's forces or those of its Subcontractors or Sub-subcontractors, may only include

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

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

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

12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small

tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.

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

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

12.4. DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.

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

Article 13 **CLAIMS**

13.1. CLAIMS FOR EXTENSIONS OF CONTRACT TIME. No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.

13.2. CLAIMS FOR INCREASES IN CONTRACT SUM.

13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give

the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.

13.3. NO OTHER CLAIMS. The parties acknowledge that the provisions of Paragraphs 13.1. and 13.2. are included herein for the purpose of fixing and limiting the time within which, and the manner in which claims must be made; and that Paragraphs 13.1. and 13.2. do not grant to the Contractor any right to increases in the Contract Sum, or extensions in the Contract Time or any Milestones, not otherwise permitted or provided by the other terms and provisions of the Contract Documents.

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

14.1. UNCOVERING OF WORK.

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

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

14.2. CORRECTION OF WORK.

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

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

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

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

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

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

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

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

Article 15

TERMINATION OF CONTRACT

15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Contract and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges

that it can be adequately compensated by such money damages for any breach of this Contract which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Contract or suspend or abandon its performance of the Work.

15.2. TERMINATION BY OWNER FOR CAUSE.

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

15.2.2. If this Contract is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Article 10 of the Agreement. If a portion of this Contract is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Contract so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.

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

15.3. TERMINATION BY OWNER WITHOUT CAUSE. Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Contract without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Contract as a whole, the Owner may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work pursuant to Article 12.

Article 16

MISCELLANEOUS PROVISIONS

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

16.2. ASSIGNABILITY; SUCCESSORS AND ASSIGNS.

16.2.1. This Contract may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Contract in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Contract be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.

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

16.3. NOTICE. All notices (whether or not designated as such herein) which are required under this Contract to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).

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

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

16.6. UNION AGREEMENTS. Regardless of the expiration of any collective bargaining agreement during the term of this Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the Central Florida Tourism Oversight District f/k/a Reedy Creek Improvement District or any of the properties or facilities located therein, irrespective of whether such properties are owned by the Owner or by a third party. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.

16.7. USE OF OWNER'S NAME/CONFIDENTIALITY. Neither the Contractor nor its Subcontractors or Sub-subcontractors, by virtue of this Contract, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.

16.8. GENERAL.

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

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

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

16.8.4. Wherever this Contract obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and its supervisors, administrators, officers, directors, agents, employees, agents, successors and assigns and Owner's

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

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

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

16.10. ADJACENT LAND AND LANDOWNERS. To the extent the Work requires the Contractor to enter upon land owned by others than the Owner, or the Contractor is permitted to enter upon such land, then the Contractor shall, prior to entry, satisfy itself as to all conditions present upon such land and shall take all necessary precautions to protect all persons and property from injury or damage as a result of the Contractor's entry upon such land and shall promptly repair any damage to the land and any property located thereon. The Contractor shall defend, indemnify and hold harmless the owner(s) of such land from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by or arising out of the Contractor's entry upon such land. Nothing contained herein shall create any contractual relationship between the Contractor and the owner(s) of such land; however, it is acknowledged that the owner(s) of such land are intended third party beneficiaries of the obligations of the Contractor hereunder.

Article 17

EQUAL OPPORTUNITY

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

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

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

17.2. MINORITY BUSINESS ENTERPRISE PARTICIPATION. The Contractor shall provide, and shall require its Subcontractors to provide, full and fair utilization of minority business enterprises in the performance of the Work.

17.3. PROCEDURES AND GUIDELINES. The provisions of this Article are in addition to any and all other policies, procedures or guidelines established by the Owner with respect to equal employment opportunities and minority business participation which are set forth elsewhere in the Contract Documents. The Owner may, at any time during the term of the Contract, issue Directives in furtherance of this Article and the obligations of the Contractor and its Subcontractors and Sub-subcontractors hereunder, and the Contractor and its Subcontractors and Sub-subcontractors shall comply with all of the foregoing as they relate to any Work performed under this Contract. No policies, procedures or guidelines established by the Owner pursuant hereto shall give rise to a claim by the Contractor for an increase in the Contract Sum or an extension of the Contract Time, nor shall they relieve the Contractor of its primary responsibilities to provide equal employment opportunities and to insure that

its Subcontractors and Sub-subcontractors do the same. Any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to provide equal employment opportunities as required by these Contract Documents or by law shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

END OF GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869 (hereinafter "Owner")

CONTRACTOR:

SEMA CONSTRUCTION, INC.
7353 S. Eagle Street
Centennial, CO, 80112 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

(hereinafter "Surety")

CONTRACT:

Date: October 25, 2023
Contract No. C006397
Project: BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS

Legal Description or Street Address of Project: (Refer to Plan Set for Legal Descriptions of property, attached hereto and made a part hereof).

Contract Sum: SEVEN HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$715,500.00) (hereinafter "Contract")

BOND:

Date: October 25, 2023
Amount: SEVEN HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$715,500.00) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, to pay for labor, material, services, utilities, equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor promptly makes full payment to all Claimants, as hereinafter defined, for all labor, material, services, utilities and equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from

their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.

4. The Surety and the Contractor further agree that this bond shall inure to the benefit of, and may be sued directly upon by, any Claimant furnishing labor, materials, services, utilities or equipment or any other item for which a construction lien could be claimed if Ch. 713, Florida Statutes applied to this Project.
5. "Claimant" shall mean for purposes hereof all persons, firms, partnerships, corporations or other entities that would be entitled to claim a construction lien if Ch. 713, Florida Statutes applied to this Project.
6. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
7. The sum of this Payment Bond is in addition to the sum of the Performance Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

CONTRACTOR:
SEMA CONSTRUCTION, INC.

SURETY:

[SEAL]

[SEAL]

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND**

OWNER:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869 (hereinafter "Owner")

CONTRACTOR:

SEMA CONSTRUCTION, INC.
7353 S. Eagle Street
Centennial, CO, 80112 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

(hereinafter "Surety")

CONTRACT:

Date: October 25, 2023
Contract No. C006397
Project: BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS

Legal Description or Street Address of Project: (Refer to Plan Set for Legal Descriptions of property, attached hereto and made a part hereof).

Contract Sum: A SEVEN HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$715,500.00) (hereinafter "Contract")

BOND:

Date: October 25, 2023
Amount: SEVEN HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$715,500.00) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, for the performance of the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor fully performs the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety further agrees that whenever the Contractor shall be, and is declared by Owner to be, in default under or in breach of the Contract (which shall include without limitation any breach by the Contractor of any of the provisions of the Contract) the Surety shall promptly remedy the default or breach and undertake to perform and complete the Contract in accordance with its terms and conditions. The Surety's obligations include, but are not limited to, (i) the responsibilities of the Contractor for correction of defective work, completion of the Contract and fulfillment of warranty obligations, (ii) additional legal, design professional and delay costs resulting from the Contractor's default or breach or from the Surety's failure to act as required under this paragraph, and (iii) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed

performance or non-performance of the Contractor or the Surety. The Surety shall fully indemnify and hold harmless the Owner from all costs, damages, and expenses (including attorneys' fees), which the Owner may incur as a result of the Surety's failure to act as required under this paragraph.

- 4. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.
- 5. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
- 6. The sum of this Performance Bond is in addition to the sum of the Payment Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

CONTRACTOR:
SEMA CONSTRUCTION, INC.

SURETY:

[SEAL]

[SEAL]

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
CONSENT OF SURETY FOR PARTIAL PAYMENT APPLICATION**

(Date) _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869

Re: Consent of Surety
Bond # _____
Contract # C006397
Payment Req. No.: _____

Dear Sir or Madam:

_____ (Surety) hereby consents to the payment of the amount of moneys due to _____ (Prime Contractor), by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT for which the necessary duly executed affidavits/releases of liens have not been provided.

This Consent of Surety is executed in lieu of the appropriated Affidavit and Release of Lien from _____ (Subcontractor/s - Supplier/s list if necessary) which the District's Prime Contractor has not submitted with its Partial Payment Application. The Surety executes this Consent for the amount of _____, encompassing Work and/or labor performed, the provision of materials, equipment, and supplies through the _____ day of _____, 20_____, except for any applicable retainage.

_____ (Surety) further acknowledges that payment by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT shall not be construed as a waiver of any of the District's rights or those of any other named Obligee under the Payment and Performance Bonds; nor a determination by the District or those of any other named Obligee as to the merits of any controversy or dispute between the Prime Contractor and a Subcontractor/Supplier.

Sincerely,

Name

Title

Signature of Attorney-in-Fact

Note: Documentation must be provided that reflects the Attorney-in-Fact's authority to sign for the Surety.

DUAL OBLIGEE RIDER

To be attached to and form a part of contract payment bond number _____ issued

by _____

Surety

On behalf of _____

In the amount of _____ Dollars _____ and

dated _____ in favor of CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration receipt of which is hereby acknowledged, the Undersigned hereby agree as follows:

1. Walt Disney Parks and Resorts U.S. Inc.
is hereby added to said bond as additional Obligee.
2. The Surety shall not be liable under this bond to the Obligee, or either of them unless the said Obligee, or either of them, shall make payments to the Principal strictly in accordance with the terms of the said contract as to payments, and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
3. No suit, action or proceeding by reason of any default whatever shall be brought on this bond after two (2) years from the day on which the final payment under said construction contract falls due.
4. Aggregate liability of Surety hereunder to Obligee is limited to the penal sum above stated Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against principal or against and other party liable to the payee on the discharged obligation.

Signed, sealed and Dated this _____ day of _____, 20_____.

Contractor: **Sema Construction, Inc.**

By _____

Surety

By _____

CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: SEMA CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No.: C006397, dated October 25, 2023, for BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to, or claimed by, all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of liens and waivers of claims through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Contractor: Sema Construction, Inc.

By: _____

Print Name/Title

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Page 2 of 2

Date:

From: SEMA CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006397, October 25, 2023, between CENTRAL FLORIDA TOURISM DISTRICT and SEMA CONSTRUCTION, INC.

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

<u>Name</u>	<u>Amount Due and Owing</u>	<u>Notes</u>
-------------	---------------------------------	--------------

Please initial:

Owner_____
Contractor

CONTRACTOR'S REQUEST FOR INFORMATION

RFI NO: _____

DATE: _____

DATE INFORMATION REQUIRED: _____

SUBMITTED BY: _____

SCHEDULE EFFECT IF THE RESPONSE IS NOT RECEIVED BY THE ABOVE REFERENCED
DATE: _____

CATEGORY _____ Information not shown on the Contract Documents
_____ Interpretation of Contract Requirements
_____ Conflict in Contract Requirements
_____ Coordination Problems

Contract Drawing Ref. _____
Shop Drawing Ref _____
Specification Ref. _____
Other: _____

SUBJECT: _____

DESCRIPTION: _____

By: _____

ENGINEER/ARCHITECT ASSIGNMENT

To: _____

Date: _____

From: _____

ENGINEER/ARCHITECT RESPONSE

REPLY: _____

By: _____

Date: _____

RESPONSE TO CONTRACTOR

To: _____

Date: _____

Copy To: _____

From: _____

DIRECTIVE NO.

CONTRACT NO: C006397

DATE: _____

PROJECT: **BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS**

SUB-PROJECT: _____

CONTRACTOR: SEMA CONSTRUCTION, INC.

ATTACHMENTS:

DESCRIPTION: _____

Pursuant to the General Conditions of the Contract for Construction, you are hereby directed to proceed to perform the Work described above as indicated below. All work is to be accomplished in accordance with the Contract Documents. Any time extension associated with this Directive should be identified and a separate price stated to incorporate this change within the Contract completion date. Accurate records of any additional work, which may result in a change to the Contract Sum or Contract Time must be maintained. The implementation of all work now in process must be coordinated with the proposed revised conditions associated with this Directive.

The following is applicable to this Directive as marked:

- _____ A. The work described above and in the accompanying attachments will not change the Contract Sum or Contract Time.
- _____ B. The Contract Sum shall be increased/decreased by the sum of \$ _____ as a result of this Directive and the Contract Time shall be increased/decreased by _____ calendar days and shall be reflected in a Change Order to be signed by the parties.
- _____ C. The amount of change, if any, to the Contract Sum or Contract Time is undetermined as of the date of the Directive. Any such change amount shall be determined in accordance with the provisions of Article 12 of the General Conditions of the Contract for Construction.
- _____ D. Proceed immediately with the changes on a time-and-materials basis. Time tickets shall be submitted daily to the Owner's Representative for verification. A formal Change Order will be issued for the actual costs based upon the signed time tickets and material invoices plus the Contractor's allowable mark-up as specified in the Contract Documents.
- _____ E. The parties are unable to agree at this time as to whether the work described above constitutes a change in the scope of the work of the Contractor. Such dispute shall be resolved in accordance with the applicable provisions in the Contract Documents.

Approved:

Recommended for Approval:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT _____ Date

Engineer/Architect – (insert company name) _____ Date

Accepted:

Contractor: SEMA CONSTRUCTION, INC. _____ Date

Copy: Contract File

Engineer/Architect's Project Manager: _____

Owner's Project Manager: Craig Sandt

PROJECT: BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS

CONTRACTOR: Sema Construction, Inc.
7353 S. Eagle Street
Centennial, CO, 80112

CONTRACT NO. C006397

CHANGE ORDER NO.
DATE: «Change Order Date»

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
CHANGE ORDER

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

1.	Original Contract Sum	\$715,500.00
2.	Total net change by previous Change Orders	«Prior Revisions Fee Amount»
3.	Contract Sum prior to this Change Order	«Prior Contract Sum Amount»
4.	Contract Sum will be adjusted with this Change Order	«Fee Amount»
5.	Adjusted Contract Sum including this Change Order	«Total Contract Fee Amount»
6.	Original Contract Time	«Original Completion Date»
7.	Contract Time prior to this Change Order	«Prior Completion Date»
8.	Adjustment in Contract Time by this Change Order	«Extended Days» days
9.	Adjusted Contract Time including this Change Order	«Current Completion Date»

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

The total amount of this Change Order is fair, reasonable and mutually agreeable, and includes all applicable taxes, insurance, bond or corporate guarantee, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, cardinal change, delays, acceleration, inefficiency and cumulative impact, or any claims, lawsuits, actions or causes of action therefor, and the Contractor hereby waives, releases and forever discharges any and all claims, lawsuits, actions or causes of action for such items associated with or related to the Work covered by this Change Order. Without limitation on the foregoing, the parties hereto specifically acknowledge that it is their intent to hereby waive, release and forever discharge any and all cardinal change or cumulative impact claims, whether known or unknown, whether in law or in equity, whether contingent or non-contingent, and whether past, present or future, arising out of or in connection with this Change Order and all previous Change Orders.

This Change Order represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for this change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract including, without limitation, those concerning payment.

OWNER CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	CONTRACTOR SEMA CONSTRUCTION, INC.
--	--

Authorized
Signature: _____

Print Name: Glenton Gilzean, Jr.

Title: District Administrator

Date: _____

Authorized
Signature: _____

Print Name: _____

Title: _____

Date: _____

CONTRACT NUMBER: C006397
CHANGE ORDER NO. « Change Order_Number»
DATE: «Change Order Date»
Page 1

EXHIBIT A		
<u>Item</u>	<u>Description</u>	<u>Value</u>

Sample

Please initial:
 Owner Contractor

PROJECT: BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS

CONTRACT NUMBER: C006397

CHANGE ORDER NUMBER: (C.O. No.)

CLOSE-OUT CHANGE ORDER

THIS CLOSE-OUT CHANGE ORDER, is made effective as of (Insert Change Order Date), by and between the Owner and the Contractor.

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

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

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

Total net change by previous Change Orders

Contract Sum prior to this Change Order

Contract Sum will be increased/decreased with this Change Order

Final Contract Sum including this Change Order
- \$715,500.00

\$(Insert Amount)

\$(Insert Amount)

\$(Insert Amount)

\$(Insert Amount)
2. The Contractor certifies that all Work covered by the Contract and Change Order No. _ through _ has been completed in accordance with the terms of the Contract, including all punch list items.
3. The attached Contract Close-out Documents, all of which are incorporated herein by reference, relate to all Work performed under the Contract and all Change Orders thereto (which are inclusive of all the Work in Contract No. C006397 and, along with the other terms of this Close-out Change Order, constitute material consideration and representations to the Owner to induce the Owner into execution of this Close-out Change Order.

CONTRACT CLOSE-OUT DOCUMENTS

Attachment "A"	General Release
Attachment "B"	Contractor's Affidavit
Attachment "C"	Contractor's Release and Waiver - Insurance
Attachment "D"	Waiver of Claim/Waiver of Lien/Litigation List
Attachment "E"	Contractor's Guarantee to Owner
Attachment "F"	Consent of Surety
Attachment "G"	Certificate of Substantial Completion

4. RETAINAGE: Within (15) working days after approval by Owner of the Contract Close-out Documents submitted by Contractor hereunder and satisfaction by Owner that Contractor shall have complied with all provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor.
5. The Contractor represents to the Owner that:
- a. There are no outstanding claims, which the Contractor has against the Owner or Separate Contractors, their Subcontractors or Sub-subcontractors, on the Project, and to the best of

Please initial:

Contractor

Owner

CONTRACTOR: Sema Construction, Inc.
CONTRACT NUMBER: C006397
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)
Page 2

its knowledge, there are no outstanding claims against Contractor, its Subcontractors or Sub-subcontractors, by Separate Contractors or their Subcontractors or Sub-subcontractors on the Project.

- b. Without limitation upon the indemnity provisions contained in the Contract and in addition thereto, the Contractor shall indemnify, defend and hold harmless the Owner, the Owner's Representative, the parent, related, affiliated and subsidiary companies of each, and the officers, directors, agents, employees, successors and assigns of each from and against any and all claims, causes of action, liens, rights to claim a lien, suits, expenses, losses and damages (including, without limitation, any and all expenses, losses and damages, for or arising out of direct costs, indirect costs, expenses, overhead, profit, labor, labor impacts, materials, supplies, equipment, changes, cardinal changes, cumulative impacts, disruptions, hindrances, interferences, delays, acceleration, inefficiencies, lost productivity, taxes, insurance, bonds, deliveries, supervision, or any other costs, expenses, losses or damages of any nature whatsoever), judgments, and rights whatsoever, in law or in equity, known or unknown or which may hereafter accrue (hereinafter referred to collectively as "Claims") directly or indirectly (i) made or asserted by any Subcontractors or Sub-subcontractors arising out of, related to or in connection with the Contract or the Project, or (ii) arising out of or relating to any and all Claims asserted or made by any of such Subcontractors or Sub-subcontractors including, without limitation, any Claims made or asserted against any of the "Releasees" ("Releasees" being as defined in the General Release attached hereto as Attachment A), provided such Claim arises out of or relates to the Contract or the Project.
- c. If requested by the Owner, the Contractor shall cooperate with the Owner in gathering and providing information to the Owner regarding any claims by or against Separate Contractors.
6. The Contractor hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses under the Contract incurred up to and including the date hereof, for which the Owner might be sued or for which a lien might be filed, have been fully satisfied, paid in full and released, except for those names listed on the attached Contractor's Affidavit and that those listed on the Contractor's Affidavit shall be fully satisfied, paid in full and released prior to final payment as provided herein.
7. All other obligations of the Contractor under the Contract Documents remain unchanged and shall survive the disbursement of final payment and the closing hereon.

OWNER:

CONTRACTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT SEMA CONSTRUCTION, INC.

Authorized
Signature: _____
Print Name: Glenton Gilzean, Jr.
Title: District Administrator
Date: _____

Authorized
Signature: _____
Print Name: _____
Title: _____
Date: _____

CONTRACTOR: Sema Construction, Inc.
CONTRACT NUMBER: C006397
CHANGE ORDER NO. (Insert C.O. Number
DATE: (Insert Date)

GENERAL RELEASE

Attachment "A"

CONTRACT NO. C006397

FOR AND IN CONSIDERATION OF THE SUM OF \$ _____ (Insert Amount of Final Payment, including all retainage withheld), as FINAL PAYMENT, the receipt and adequacy of which is hereby acknowledged, SEMA CONSTRUCTION, INC., the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated October 25, 2023, Contract No. C006397, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and SEMA CONSTRUCTION, INC. and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

The undersigned covenants that except for actions and suits based upon breaches of the terms of this Release, it shall not commence or prosecute any action or suit in law or in equity, against the Releasees, either collectively or individually, on account of any action or cause of action which now exists or which may hereafter accrue in its favor.

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

Attested this _____ of _____, 2__.

SEMA CONSTRUCTION, INC.

(Contractor)

Signature

Print Name/Title

CONTRACTOR: Sema Construction, Inc.
CONTRACT NUMBER: C006397
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S AFFIDAVIT

Attachment "B"
Page 1

From: SEMA CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. C006397, dated October 25, 2023, for the BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS project.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

SEMA CONSTRUCTION, INC.

(Contractor)

By: _____

Print Name/Title

CONTRACTOR: Sema Construction, Inc.
CONTRACT NUMBER: C006397
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment "B"
Page 2

Date: _____

From: SEMA CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006397, dated October 25, 2023, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and SEMA CONSTRUCTION, INC.

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

NAME

AMOUNT DUE AND OWING

OTHER

Please initial: _____
Contractor

CONTRACTOR: Sema Construction, Inc.
CONTRACT NUMBER: C006397
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S RELEASE AND WAIVER - INSURANCE

Attachment "C"

Project: BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS

Contract No.: C006397

Contractor: SEMA CONSTRUCTION, INC.

Date of Contract: October 25, 2023

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

Company:

(Sema Construction, Inc.)

Signature: _____
(Signature of Corporate Officer)

Title: _____

CONTRACTOR: Sema Construction, Inc.
CONTRACT NUMBER: C006397
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

Attachment "D"

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: SEMA CONSTRUCTION, INC.

CONTRACT NO. C006397

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

(NONP) NOTICE OF NON-PAYMENT
(NOC) NOTICE OF CLAIM
(COL) CLAIM OF LIEN

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

TYPE COMPANY FILING NOTICE UNDER AN ORDER GIVEN BY:

Please initial: _____
Contractor

CONTRACTOR: Sema Construction, Inc.
CONTRACT NUMBER: C006397
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S GUARANTEE TO OWNER

Attachment "E"

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006397

Project: BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS

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

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

SEMA CONSTRUCTION, INC.
(Contractor)

By: _____

(Title)

Local Representative to be contacted for service:

Contractor: Sema Construction, Inc.
Name: _____
Address: 7353 S. Eagle Street
Centennial, CO 80112
Telephone No.: _____

CONSENT OF SURETY

Attachment "F"

Date: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

Attention: Contracting Officer

Dear Ms. Kimball:

We are the surety for the "Contractor" under Performance and Payment Bonds issued in connection with Contract No. C006397, dated October 25, 2023, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS project. We understand that the Contractor desires to be paid, subject to our consent, the retainage held by the Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

1. We hereby consent to the payment of the retainage as aforesaid.
2. Said payment shall in no way affect the aforesaid Payment and Performance Bonds or our obligations thereunder, all of which shall remain in full force and effect.

Very truly yours,

Name

Title

THIS SPECIFIC FORMAT MUST BE SUBMITTED ON THE LETTERHEAD OF THE SURETY

CONTRACTOR: Sema Construction, Inc.
CONTRACT NUMBER: C006397
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

Attachment "G"

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006397
PROJECT: BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS
CONTRACTOR: SEMA CONSTRUCTION, INC.

Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, this is to certify that the Work under the above referenced Contract has been substantially completed on _____ (Insert date of substantial completion) (the "date of substantial completion") and a Punch List shall be issued within twenty (20) days.

Commencing on the day following the date of substantial completion, the Owner shall have responsibility for maintenance of the Project, utilities serving the Project and casualty insurance covering the Project; provided, however, that nothing herein contained shall relieve Contractor of its responsibilities under Article 11 of the General Conditions of the Contract for Construction during the period following the date of substantial completion of the Work and final completion (or thereafter with respect to Section 11.8 of said General Conditions).

As provided in Section 9.4.1 of the General Conditions of the Contract for Construction, this Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs and/or fees for any outstanding Revision Orders and itemized projections for any incomplete Work), and the Contractor shall conclusively be deemed to have waived the right to payment of any item or fee or cost not billed within thirty (30) days of Contractor's receipt hereof. The issuance of this Certificate of Substantial Completion shall not constitute a waiver of any right of the Owner hereunder including, without limitation, the right to those retainages permitted by the Contract Documents.

By: _____

Print Name: _____

Title: _____

PUNCH LIST FOR THE
PROJECT AREA KNOWN AS
{Project Name}

CONTRACT NO.: C006397

PROJECT: BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS

CONTRACTOR: SEMA CONSTRUCTION, INC.

DATE: _____, 20__

1. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Owner has determined that the following items related to the Work require completion and/or correction:

SEE ATTACHED LIST (___pages), dated _____, 20__

2. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Contractor shall submit to the Owner all items required by Section 9.4.2 of the General Conditions of the Contract for Construction, including, without limitation, the following items. All such items shall be delivered to the Owner and the Owner must approve all such items before the Contractor is entitled to receive payment from the Owner.
- (i) Application for Payment;
 - (ii) As-Built Drawings; and
 - (iii) Retainage Reduction Change Order including all Exhibits attached thereto and all Waivers of Claim. **NOTE: THIS PROVISION WILL BE INCLUDED ONLY WHEN THE OWNER WILL RELEASE RETAINAGE.**

The items referenced in paragraph 1, above, shall be accomplished on or before _____ (insert completion date). In the event Contractor does not complete and/or correct such items set forth above within the time set forth above, then, in accordance with the provisions of Section 14.3 of the General Conditions of the Contract for Construction, the Owner shall have the right to complete and/or correct such items or to cause the same to be completed and/or corrected by others, and Owner shall have the right to offset such costs against any amounts then or thereafter due the Contractor. If the amounts then or thereafter are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

Owner's Representative



Addendum No. 1

Issue Date: July 13, 2023
Title: Bridge Expansion Joint & Pedestal Repairs
Bid #: C006397
To: All Bidders
Issued By: Central Florida Tourism Oversight District
Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 1 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. ADMINISTRATIVE ISSUANCES

1. Thank you for your participation in the Diverse Small Business Enterprise (DSBE) program. At this time, the District is suspending the program until further notice. As a substitute, we are encouraging firms to hire Orange County and Osceola County-based subcontractors whenever possible.

Attachment 2 – Diverse Small Business Enterprise (DSBE) Program Guidelines Forms and all text mentioning the DSBE program in the other solicitation documents and pre-bid agenda have been deleted. Please do not submit DSBE Forms 1 through 4 with your bids that were requested in the original solicitation.

2. Items issued via Box.com today include:
 - Pre-Bid Meeting Agenda (REVISED)
 - Pre-Bid Meeting Sign-In Sheet
 - Pre-Bid Meeting PowerPoint Presentation
 - Invitation to Bid (REVISED)
 - Exhibit D – Schedule of Unit Prices (REVISED)
 - Attachment 1 - Bid Submittal Affidavit (REVISED)



Addendum No. 2

Issue Date: July 20, 2023
Title: Bridge Expansion Joint & Pedestal Repairs
Bid #: C006397
To: All Bidders
Issued By: Central Florida Tourism Oversight District
Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 1 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. QUESTIONS/RESPONSES

Question 1: Plan Sheet B-1 of the Expansion Joint Plans under the table for Bridge Expansion Joint Data Table says the length is measured along the joint from gutter line to gutter line and does not include barriers and sidewalks. It is not clear if we need to add length for barriers and sidewalks or if the stated length is what we need to bid only. Additionally, if sidewalks are to be added to the length we would need to retrofit joint covers per the included index, clarification if joint covers are needed would be helpful as well. It appears there is at least one bridge with a sidewalk for consideration.

Response 1: Please see Addendum No. 2, Attachment No. 1 for response.



BCC Engineering , LLC
160 N. Westmonte Drive,
Suite 2000
Altamonte Springs, FL 32714
(407) 951-6444

Bid #C006397 - Addendum No. 2
Attachment No. 1
July 20, 2023

Project Description: RCID Bridge Repairs

Subject: Expansion Joint Repairs

FPID No./ Contract No.: C006397

Comp. By: LER 7/14/2023

CFTOD - C006397 Pre-Bid Question:

1. Plan Sheet B-1 of the Expansion Joint Plans under the table for Bridge Expansion Joint Data Table says the length is measured along the joint from gutter line to gutter line and does not include barriers and sidewalks. It is not clear if we need to add length for barriers and sidewalks or if the stated length is what we need to bid only. Additionally, if sidewalks are to be added to the length we would need to retrofit joint covers per the included index, clarification if joint covers are needed would be helpful as well. It appears there is at least one bridge with a sidewalk for consideration.

BCC Response:

See table below and attached exhibits for clarification on joint replacement limits.

Bridge No.	Joint Location	Response	Total Poured Joint Length *
756020	West and East	Armored joint and compression seal removal between roadway traffic railings only. The sidewalk doesn't require expansion joint replacement. The length for the new poured expansion joint with backer rod needs to include an additional 1" extension into the barrier on the high side and a 6" extension into the barrier on the low side per FDOT Standard Plans 458-110. This extra length was not included in the joint length on the tables and needs to be added in the cost of the joint. See updated joint length.	42' (East) 42' (West)
756021	West and East	Armored joint and compression seal removal between roadway traffic railings only. The sidewalk doesn't require expansion joint replacement. The length for the new poured expansion joint with backer rod needs to include an additional 1" extension into the barrier on the high side and a 6" extension into the barrier on the low side per FDOT Standard Plans 458-110. This extra length was not included in the joint length on the tables and needs to be added in the cost of the joint. See updated joint length.	42' (East) 42' (West)
756026	West and East	Armored joint and spalled header removal between roadway traffic railings only. Bridge doesn't have a sidewalk. The length for the new poured expansion joint with backer rod needs to include an additional 1" extension into the barrier on the high side and a 6" extension into the barrier on the low side per FDOT Standard Plans 458-110. This extra length was not included in the joint length on the tables and needs to be added in the cost of the joint. See updated joint length.	37' (West) 36' (East)
756028	South and North	Header removal and replacement between roadway traffic railings only. Bridge doesn't have a sidewalk. The length for the new poured expansion joint with backer rod needs to include an additional 1" extension into the barrier on the high side and a 6" extension into the barrier on the low side per FDOT Standard Plans 458-110. This extra length was not included in the joint length on the tables and needs to be added in the cost of the joint. See updated joint length.	33' (South) 33' (North)
756029	South and North	Header removal and replacement between roadway traffic railings only. Sidewalk doesn't require expansion joint replacement. The length for the new poured expansion joint with backer rod needs to include an additional 1" extension into the barrier on the high side and a 6" extension into the barrier on the low side per FDOT Standard Plans 458-110. This extra length was not included in the joint length on the tables and needs to be added in the cost of the joint. See updated joint length.	46' (South) 46' (North)
756040	West and East	Sliding plate deck joint removal between the traffic separators on the bus lanes only. Bridge does not have a sidewalk. WB and EB traffic lanes do not need joint replacement. In order to have one smooth poured joint and avoid a gap at gutterline with the traffic separator which is also a low point, the portion of the existing poured joint on the traffic separators adjacent to the bus lanes sliding deck joint should also be removed to the centerline of the 1" longitudinal joint. The length for the new poured expansion joint with backer rod needs to include this additional traffic separator length. This will add an additional 8' of length for the poured expansion joint from the values listed in the table. See updated joint length.	63' (West) 63' (East)

* Rounded up to the nearest foot per FDOT BOE 2.2.1



Addendum No. 3

Issue Date: July 24, 2023
Title: Bridge Expansion Joint & Pedestal Repairs
Bid #: C006397
To: All Bidders
Issued By: Central Florida Tourism Oversight District
Tiffany Kimball for Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 1 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. QUESTIONS/RESPONSES

QUESTION 1: Please clarify what, if any, as-built requirements there are for this project. There is a lot of language regarding survey and as-builts in the documents, however, we are only repairing pedestals and expansion joints. We want to be sure nothing needs to be carried for survey.

ANSWER: No As-builts are required at this time, and should not be considered for bidding purposes.

QUESTION 2: Is it the district's intent to have a cost loaded CPM schedule with monthly updates for this project? With a duration of only 60 days, this seems unnecessary.

ANSWER: A CPM schedule is required. Cost loading will not be required.

QUESTION 3: Please clarify the intent of the provision for "whisperized" construction equipment. Are there noise levels that cannot be exceeded? If so, please provide them.

ANSWER: For nighttime operations, the contractor shall utilize equipment that minimizes noise impacts to their best of their ability when working near the resorts.



QUESTION 4: Typical pedestal repair #1 calls for repairs to be made with Class IV concrete conforming to specification section 346, with the total volume of these repairs being less than 1 cubic yard, would the district consider changing the material requirements to be a material conforming to wither specification section 930 or 934?

ANSWER: Materials conforming to 930 for predominantly vertical surface, or 934 will be considered. The depth of the repair must not exceed the manufacturer's recommendation for the specific material.

QUESTION 5: Regarding pedestal repair procedures, can products that meet specification sections 930 and/or 934 be utilized for repairs 1, 2, 3 & 5? Typical repair No. 1 calls out section 346, Typical repair No. 2 calls out both specifications, Typical repair No. 3 calls out specification 926 and Typical repair No. 5 calls out only specification 930.

ANSWER: Materials conforming to 930 for predominantly vertical surface or 934 will be considered for Repair Types 1, 2, and 5. The depth of the repair must not exceed the limits of the manufacturer's recommendation for the specific material. Repair Type 3 shall use product meeting Specifications Section 926.

QUESTION 6: There was discussion at the pre-bid meeting regarding joint dimensions/limits of work. Please confirm that all joint repairs are to be from gutter line to gutter line of the roadway and that no joints in barrier, sidewalk, traffic separator or other elements are to be repaired/replaced.

ANSWER: See formal response from EOR within Addendum #2 related to each bridge expansion location and updated limits of construction.

QUESTION 7: For expansion joint repairs on bridge 756040, can the bus lanes be completely closed at night? Or will one lane have to remain open with flaggers in place? If the lanes can be closed, do the "off peak" hours of 11pm-7am apply to the bus lanes? Or will there be a different time window bus lanes can be closed?

ANSWER: Date and time coordination will be required with transportation stakeholders prior to implementation. All bidders shall assume a minimum of 8 hour work window per day.

QUESTION 8: Should bidders include the cost to repair the portions of the traffic separator spalled by the movement of the existing loose sliding plate on bridge 756040?

ANSWER: Yes, the spalls adjacent to the sliding plate on the traffic separators shall be repaired as part of the joint replacement (see picture below) and included in the cost.



QUESTION 9: The expansion joint repair scope of services states that only single lane closures will be allowed. Will there be an exception made for bridges 756020 and 756021? Double lane closures will be needed to get to the center lanes. Also, for bridge 756029, can the left turn lane be closed simultaneously to the left travel lane?

ANSWER: For all lane closures, the Contractor shall leave one lane of through traffic in each direction at all times. The Contractor shall be required to submit signed and sealed MOT plans for approval prior to implementation. On previous paving project, for Bridge 756029, traffic was directed via detour to turn around at the next available legal U-turn.

QUESTION 10: Bridge 756029 – Sheet B-8 of the pedestal repair plans, note 10, says to remove the jacks once repair material has cured. Will district provided QC be casting grout cubes? If so, do contractors need to carry additional cost for early breaks? Or does the district simply plan to follow grout manufacturers recommendations for removal of forms?

ANSWER: The contractor shall remove the jacks after they follow the grout manufactures recommendations for curing.



Addendum No. 4

Issue Date: July 25, 2023
Title: Bridge Expansion Joint & Pedestal Repairs
Bid #: C006397
Box Link: [Bid Documents Link Here](#)
To: All Bidders
Issued By: Central Florida Tourism Oversight District
Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 4 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. ADMINISTRATIVE ISSUANCES

1. Exhibit B – Bid Pricing Form has been revised, updating the 1.2 – Temporary Construction Facilities, 1.3 – Project Management and 1.7 – Maintenance of Traffic (MOT) quantities from one month to three months for pricing per the project schedule. Please include the total price for three months as the unit price.
2. Items issued via Box.com today include:
 - Exhibit B – Bid Pricing Form (REVISED)



SCOPE OF SERVICES

BRIDGE EXPANSION JOINT REPLACEMENT

BRIDGES 756020, 756021, 756026, 756028,
756029, AND 756040

MARCH 2023

Scope of Services

Introduction:

The following 6 bridges are experiencing deterioration of the expansion joints:

- Bridge 756020: Westbound Buena Vista Drive over South Lake Connection
- Bridge 756021: Eastbound Buena Vista Drive over South Lake Connection
- Bridge 756026: Westbound Buena Vista Drive over Wetlands (0.3 miles West of World Drive)
- Bridge 756028: Westbound Buena Vista Drive over Wetlands (0.9 miles West of World Drive)
- Bridge 756029: Eastbound Buena Vista Drive over Wetlands (0.9 miles West of World Drive)
- Bridge 756040: Buena Vista Drive over L-101 Canal

The scope of the work for this contract is to replace 12 existing expansion joints (2 expansion joints per bridge). The existing expansion joint types include armored compression seal, poured joints with backer rods, and sliding plates. All expansion joints will be replaced with poured expansion joints with backer rods and elastomeric concrete headers as shown in the attached plan details.

Detailed Scope of Work

1. Mobilization and demobilization of all contractor equipment and supplies.
2. Submit a Maintenance of Traffic Plan for approval. The plans should be in accordance with FDOT Standard Plans Index 102-603 and 102-613. Only single lane closures will be allowed. All work shall be performed during off-peak or evening hours and shall be coordinated with the District Staff.
3. Remove the existing expansion joint systems and headers as shown in the attached plan details.
4. Install new elastomeric concrete headers and poured expansion joint with backer rod per the attached details and the manufacturer's specifications. The elastomeric concrete shall be Delcrete or approved equal. The poured joint with backer road shall be in accordance with FDOT Specifications Sections 458 and 932 using Type D silicone sealant, DOW 902 RCS or approved equal.

Bid Requirements

Lump-sum bid for the replacement of the expansion joints on both joints at all six bridges listed above, including items 1 thru 4 in the Detailed Scope of Work and per the attached Joint Replacement Plan Details, and the additional requirements listed below.

Additional Requirements:

1. Contractor shall field verify all relevant bridge information including joint dimensions prior to submitting a bid.
2. Contractor will not commence work until Notice-To-Proceed is issued.
3. Inspections with a RCID representative are required prior to commencing work and prior to demobilizing.
4. All repair materials (including poured joint with backer rod and elastomeric concrete) shall be approved products per FDOT specifications and shall be submitted to the engineer for review and approval prior to construction.
5. Any MOT required for work or parking shall be designed in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and the Florida Department of Transportation Standard Plans. MOT shall be submitted for review and approval prior to implementation. MOT requests must be done sufficiently in advance to provide at least one week of coordination. Lane closures are subject to approval and may be limited based on time of day and day of the week, especially during peak traffic conditions or special events.
6. Contractor parking is limited onsite. Contractor shall anticipate to park in median and on side slopes outside of pavement. No equipment, materials, or vehicles should be parked inside of the clear recovery zone without proper MOT devices.
7. No materials, vehicles, or equipment should be parked in adjacent wetlands or wooded areas at any time. Bridge access will be limited to foot traffic to avoid impacting adjacent wetlands or flow.
8. Any sod or irrigation equipment damaged or disturbed by contractor parking or equipment shall be repaired and restored. All disturbed sod shall be St. Augustine.
9. Contractor is required to maintain water quality standards under 34 NTU throughout the construction. Contractor shall submit to RCID Planning and Engineering Compliance staff a plan of how they will collect and prevent material from falling into the wetland and water below the bridge and at no time should cause turbid discharge to leave their site. Contractor shall identify the use of concrete, location of concrete mixing (if applicable), show secondary containment, and washout locations. Under no circumstances shall concrete be washed out in the wetland, water, storm system, or other unapproved location. It is recommended concrete washout be completed off site.
10. The entire project duration is a maximum of 8 weeks from Notice-To-Proceed.

Additions from Addendum #3:

For Expansion Joint Repairs on Bridge 756040: Date and time coordination will be required with transportation stakeholders prior to implementation. All bidders shall assume a minimum of 8 hour work window per day.

For all lane closures, the Contractor shall leave one lane of through traffic in each direction at all times. The Contractor shall be required to submit signed and sealed MOT plans for approval prior to implementation. On previous paving project, for Bridge 756029, traffic was directed via detour to turn around at the next available legal U-turn.

The spalls adjacent to the sliding plate on the traffic separators shall be repaired as part of the joint replacement and included in the cost.

Attachments:

- A. Joint replacement plan details.
- B. Relevant FDOT Standard Plan Indexes.
- C. Proposed product specifications.
- D. Relevant existing plan sheets.



SCOPE OF SERVICES

BRIDGE PEDESTAL REPAIRS

BRIDGES 756026, 756027, 756028, AND 756029

MARCH 2023

Scope of Services

The following 4 bridges have cracked/spalled/delaminated pedestals that need to be repaired:

- Bridge 756026: Westbound Buena Vista Drive over Wetlands (0.3 miles West of World Drive)
- Bridge 756027: Eastbound Buena Vista Drive over Wetlands (0.3 miles West of World Drive)
- Bridge 756028: Westbound Buena Vista Drive over Wetlands (0.9 miles West of World Drive)
- Bridge 756029: Eastbound Buena Vista Drive over Wetlands (0.9 miles West of World Drive)

The scope of work for this contract is to repair a total of 15 concrete pedestals, as detailed in the attached Pedestal Repair Plans.

Detailed Scope of Work

For Bridges 756026, 756027, 756028, and 756029 the scope of work shall consist of:

1. Mobilization and demobilization of all contractor equipment and supplies.
2. Removal of all spalled and unsound concrete in the existing pedestals.
3. Elongating existing anchor bolt holes in anchor plate.
4. Field repair of damaged galvanized surfaces (anchor bolts and anchor plates).
5. Cleaning and preparing exposed surfaces for concrete repair.
6. Forming and pouring concrete repair.
7. Epoxy injection of cracks.

Bid Requirements

Lump-sum bid for the repair of the pedestals for all four bridges listed above, including items 1 thru 7 in the Detailed Scope of Work and per the attached Pedestal Repair Plans, and the additional requirements listed below.

Additional Requirements:

1. Contractor shall field verify all relevant bridge information including condition, location, and limits of spalled/delaminated/cracked concrete prior to submitting a bid.
2. Contractor will not commence work until Notice-To-Proceed is issued.
3. Inspections with a RCID representative are required prior to commencing work and prior to demobilizing.
4. All repair materials (including concrete repair, epoxy, mortar, non-shrink grout, neoprene rubber, and galvanizing compounds) shall be approved products per FDOT

specifications and shall be submitted to the engineer for review and approval prior to construction.

5. Any MOT required for work or parking shall be designed in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and the Florida Department of Transportation Standard Plans. MOT shall be submitted for review and approval prior to implementation. MOT requests must be done sufficiently in advance to provide at least one week of coordination. Lane closures are subject to approval and may be limited based on time of day and day of the week, especially during peak traffic conditions or special events.
6. Contractor parking is limited onsite. Contractor shall anticipate to park in median and on side slopes outside of pavement. No equipment, materials, or vehicles should be parked inside of the clear recovery zone without proper MOT devices.
7. No materials, vehicles, or equipment should be parked in adjacent wetlands or wooded areas at any time. Bridge access will be limited to foot traffic to avoid impacting adjacent wetlands or flow.
8. Any sod or irrigation equipment damaged or disturbed by contractor parking or equipment shall be repaired and restored. All disturbed sod shall be St. Augustine.
9. Contractor is required to maintain water quality standards under 34 NTU throughout the construction. Contractor shall submit to RCID Planning and Engineering Compliance staff a plan of how they will collect and prevent material from falling into the wetland and water below the bridge and at no time should cause turbid discharge to leave their site. Contractor shall identify the use of concrete, location of concrete mixing (if applicable), show secondary containment, and washout locations. Under no circumstances shall concrete be washed out in the wetland, water, storm system, or other unapproved location. It is recommended concrete washout be completed off site.
10. The entire project duration is a maximum of 8 weeks from Notice-To-Proceed.

Attachments:

A. Pedestal Repair Plans

Additions from Addendum #3:

Materials conforming to 930 for predominantly vertical surface or 934 will be considered for Repair Types 1, 2, and 5. The depth of the repair must not exceed the limits of the manufacturer's recommendation for the specific material. Repair Type 3 shall use product meeting Specifications Section 926.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 Bridge Expansion Joint & Pedestal Repairs
 Contract: C006397

Section 00850
 List of Drawings & Specifications
 June 30, 2023

SECTION 00850
LIST OF DRAWINGS & SPECIFICATIONS

The following list of drawings and specifications, all prepared as noted, shall form a part of the Project Manual:

Project Manual

Entitled: Bridge Expansion Joint & Pedestal Repairs

Dated: June 13, 2023

DRAWINGS:

The following list of drawings/materials is applicable to the foregoing.

LIST OF DRAWINGS / MATERIALS:

DRAWING	TITLE	DATE	AOR
BRIDGE EXPANSION JOINT REPLACEMENT			
	TITLE SHEET – SCOPE OF SERVICES	03/2023	BCC ENGINEERING, LLC
	SCOPE OF SERVICES	03/2023	BCC ENGINEERING, LLC
	ADDITIONAL BID REQUIREMENTS	03/2023	BCC ENGINEERING, LLC
	LIST OF ATTACHMENTS	03/2023	BCC ENGINEERING, LLC
	ATTACHMENT A – PLAN DETAILS	03/2023	BCC ENGINEERING, LLC
B	BRIDGE REPAIRS - SIGNATURE SHEET	03/21/2023	BCC ENGINEERING, LLC
B-1	BRIDGE REPAIRS – EXPANSION JOINT DETAILS (1 OF 2)	04/18/2022	BCC ENGINEERING, LLC
B-2	BRIDGE REPAIRS – EXPANSION JOINT DETAILS (2 OF 2)	04/18/2022	BCC ENGINEERING, LLC
	ATTACHMENT B – FDOT STANDARD PLANS	03/2023	BCC ENGINEERING, LLC
INDEX 458-110, SHEET 1 OF 2	EXPANSION JOINT SYSTEM – POURED JOINT WITH BACKER ROD	07/01/2014	FDOT STANDARD PLANS FY 2022-23
INDEX 458-110, SHEET 2 OF 2	EXPANSION JOINT SYSTEM – POURED JOINT WITH BACKER ROD	07/01/2013	FDOT STANDARD PLANS FY 2022-23
INDEX 102-603, SHEET 1 OF 2	TWO-LANE, TWO WAY WORK WITHIN THE TRAVEL WAY	11/01/2021	FDOT STANDARD PLANS FY 2022-23
INDEX 102-603, SHEET 2 OF 2	TWO-LANE, TWO WAY WORK WITHIN THE TRAVEL WAY	11/01/2021	FDOT STANDARD PLANS FY 2022-23
INDEX 102-613, SHEET 1 OF 5	MULTILANE ROADWAY, LANE CLOSURES	11/01/2021	FDOT STANDARD PLANS FY 2022-23
INDEX 102-613, SHEET 2 OF 5	MULTILANE ROADWAY, LANE CLOSURES	11/01/2020	FDOT STANDARD PLANS FY 2022-23
INDEX 102-613, SHEET 3 OF 5	MULTILANE ROADWAY, LANE CLOSURES	11/01/2020	FDOT STANDARD PLANS FY 2022-23
INDEX 102-613, SHEET 4 OF 5	MULTILANE ROADWAY, LANE CLOSURES	11/01/2020	FDOT STANDARD PLANS FY 2022-23

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INDEX 102-613, SHEET 5 OF 5	MULTILANE ROADWAY, LANE CLOSURES	11/01/2021	FDOT STANDARD PLANS FY 2022-23
	ATTACHMENT C – PRODUCT SPECIFICATIONS	03/2023	BCC ENGINEERING, LLC
SHEET 1 OF 2	DELCRETE WITH DELAGG ELASTOMERIC CONCRETE SYSTEMS	11/2019	D.S. BROWN
SHEET 2 OF 2	DELCRETE WITH DELAGG ELASTOMERIC CONCRETE SYSTEMS	11/2019	D.S. BROWN
PAGE 1 OF 9	TECHNICAL DATA SHEET – DOWSIL 902 RCS JOINT SEALANT	2017	DOW CHEMICAL CO
PAGE 2 OF 9	TECHNICAL DATA SHEET – DOWSIL 902 RCS JOINT SEALANT – TYPICAL PROPERTIES	2017	DOW CHEMICAL CO
PAGE 3 OF 9	TECHNICAL DATA SHEET – DOWSIL 902 RCS JOINT SEALANT – BENEFITS	2017	DOW CHEMICAL CO
PAGE 4 OF 9	TECHNICAL DATA SHEET – DOWSIL 902 RCS JOINT SEALANT – HOW TO USE	2017	DOW CHEMICAL CO
PAGE 5 OF 9	TECHNICAL DATA SHEET – DOWSIL 902 RCS JOINT SEALANT – HOW TO USE (CONT.)	2017	DOW CHEMICAL CO
PAGE 6 OF 9	TECHNICAL DATA SHEET – DOWSIL 902 RCS JOINT SEALANT – HOW TO USE (CONT.)	2017	DOW CHEMICAL CO
PAGE 7 OF 9	TECHNICAL DATA SHEET – DOWSIL 902 RCS JOINT SEALANT – HOW TO USE (CONT.)	2017	DOW CHEMICAL CO
PAGE 8 OF 9	TECHNICAL DATA SHEET – DOWSIL 902 RCS JOINT SEALANT – HANDLING, USABLE LIFE & STORAGE	2017	DOW CHEMICAL CO
PAGE 9 OF 9	TECHNICAL DATA SHEET – DOWSIL 902 RCS JOINT SEALANT – LIMITATIONS	2017	DOW CHEMICAL CO
	ATTACHMENT D – EXISTING PLANS	03/2023	BCC ENGINEERING, LLC
BX1-1	BRIDGE 756020 AND 756021 EXISTING PLANS	03/06/1987	GREINER ENGINEERING SCIENCES, INC.
BX2-1	BRIDGE 756026 EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-2	BRIDGE 756026 EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX3-1	BRIDGE 756028 AND 756029 EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX3-2	BRIDGE 756028 AND 756029 EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX4-1	BRIDGE 756040 EXISTING PLANS	04/07/2014	HNTB CORPORATION
BX4-2	BRIDGE 756040 EXISTING PLANS	04/07/2014	HNTB CORPORATION
BX4-3	BRIDGE 756040 EXISTING PLANS	04/07/2014	HNTB CORPORATION
BX4-4	BRIDGE 756040 EXISTING PLANS	04/07/2014	HNTB CORPORATION
BRIDGE PEDESTAL REPAIRS			
	TITLE SHEET – SCOPE OF SERVICES	03/2023	BCC ENGINEERING, LLC
	SCOPE OF SERVICES	03/2023	BCC ENGINEERING, LLC

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
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	ADDITIONAL BID REQUIREMENTS / ATTACHMENTS	03/2023	BCC ENGINEERING, LLC
	ATTACHMENT A – PEDESTAL REPAIR PLANS	03/2023	BCC ENGINEERING, LLC
B-1	KEY SHEET AND INDEX OF DRAWINGS	02/23/2023	BCC ENGINEERING, LLC
B-1A	PEDESTAL REPAIRS – SIGNATURE SHEET	03/21/2023	BCC ENGINEERING, LLC
B-2	PEDESTAL REPAIRS – PEDESTAL REPAIRS - BRIDGE NO. 756026	02/23/2023	BCC ENGINEERING, LLC
B-3	PEDESTAL REPAIRS – PEDESTAL REPAIRS - BRIDGE NO. 756027	02/23/2023	BCC ENGINEERING, LLC
B-4	PEDESTAL REPAIRS – PEDESTAL REPAIRS - BRIDGE NO. 756028	02/23/2023	BCC ENGINEERING, LLC
B-5	PEDESTAL REPAIRS – PEDESTAL REPAIRS - BRIDGE NO. 756029	02/23/2023	BCC ENGINEERING, LLC
B-6	PEDESTAL REPAIRS – PEDESTAL REPAIR DETAILS (1 OF 3)	02/23/2023	BCC ENGINEERING, LLC
B-7	PEDESTAL REPAIRS – PEDESTAL REPAIR DETAILS (2 OF 3)	02/23/2023	BCC ENGINEERING, LLC
B-8	PEDESTAL REPAIRS – PEDESTAL REPAIR DETAILS (3 OF 3)	02/23/2023	BCC ENGINEERING, LLC
BX1-1	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX1-2	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX1-3	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX1-4	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX1-5	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX1-6	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX1-7	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX1-8	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX1-9	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX1-10	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX1-11	BRIDGE 756026 AND 756027 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-1	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-2	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-3	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION

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BX2-4	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-5	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-6	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-7	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-8	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-9	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-10	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-11	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
BX2-12	BRIDGE 756028 AND 756029 - EXISTING PLANS	05/12/1994	BOYLE ENGINEERING CORPORATION
SUPPLEMENTAL INFORMATION			
	STRUCTURAL DESIGN CALCULATIONS FOR PEDESTAL REPAIRS	02/2023	BCC ENGINEERING, LLC
	RCES CONSTRUCTION RULES [REVISION 5]	4/18/2021	RCES

SPECIFICATIONS:

The following list of specifications is applicable to the foregoing.

2018 EPCOT BUILDING CODE WITH CURRENT SUPPLEMENTS
LIMITS OF CONSTRUCTION (LOC) AERIALS

DIVISION 00 – CONTRACT & BIDDING DOCUMENTS:

00350 - DIVERSE SMALL BUSINESS ENTERPRISE (DSBE) PROGRAM
00850 - LIST OF DRAWINGS & SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS:

01009	RCID PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS	06/13/2023
01010	SUMMARY OF WORK	06/13/2023
01018	OWNER-FURNISHED PRODUCTS	06/13/2023
01019	OWNER-PURCHASED PRODUCTS	06/13/2023
01019A	EXHIBIT A ODP PURCHASE ORDER PROCEDURES	06/13/2023
01019B	EXHIBIT B ATTACHMENT “1” CONTRACTOR’S INVOICE AFFIRMATION LETTER	06/13/2023
01019C	EXHIBIT C ATTACHMENT “2” OWNER’S REPRESENTATIVE INVOICE AFFIRMATION LETTER	06/13/2023
01020	ELECTRONIC DOCUMENT PROCESSING SERVICE	06/13/2023
01021	ALLOWANCES	06/13/2023
01041	PROJECT COORDINATION	06/13/2023

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
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01045	CUTTING AND PATCHING	06/13/2023
01050	FIELD ENGINEERING	06/13/2023
01202	PROGRESS MEETINGS	06/13/2023
01310	CONSTRUCTION SCHEDULE	06/13/2023
01315	CONTRACT TIME, SEQUENCING AND TIMING OF WORK	06/13/2023
01325	SCHEDULE OF WORK	06/13/2023
01330	SUBMITTAL PROCEDURES	06/13/2023
01340	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES	06/13/2023
01370	SCHEDULE OF VALUES	06/13/2023
01410	REGULATORY REQUIREMENTS	06/13/2023
01420	REFERENCES	06/13/2023
01430	SOILS INVESTIGATIONS	06/13/2023
01440	QA & QC	06/13/2023
01455	TESTING AND INSPECTING SERVICES	06/13/2023
01500	TEMPORARY CONSTRUCTION FACILITIES	06/13/2023
01560	EROSION CONTROL	06/13/2023
01560A	HP&E SFWMD DEWATERING PERMIT NOTIFICATION	06/13/2023
01630	SUBSTITUTIONS AND PRODUCT OPTIONS	06/13/2023
01640	PRODUCT HANDLING AND PROTECTIONS	06/13/2023
01700	PROJECT CLOSEOUT	06/13/2023
01710	CLEANING	06/13/2023
01720	PROJECT RECORD DOCUMENTS	06/13/2023
01730	EXECUTION	06/13/2023
01750	STARTING AND ADJUSTING	06/13/2023
09870	PROTECTIVE COATINGS	06/13/2023

DIVISION 02 & 03 – SPECIFICATIONS:

CURRENT RCES UTILITY CONSTRUCTION STANDARD SPECIFICATIONS

END OF SECTION 00850

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Bridge Expansion Joint & Pedestal Repairs
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Section 01009
Project Specific Safety Plan Requirements
June 30, 2023

SECTION 01009
RCID PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS

PART 1 – GENERAL

1.1 INTRODUCTION

A Project Specific Safety Plan (PSSP) is a communication tool between contractors and the Owner's Representative. Used correctly, the PSSP ensures that relevant project/site-specific safety information is identified, monitored and communicated to all involved with the project.

1.2 PURPOSE

The PSSP will allow all those involved with the project to easily identify the existing and potential hazards associated with the scope of work and what methods the contractor shall utilize to mitigate the hazards to an acceptable level.

This should not be an overly complex document. It should be easily referenced by all those working on the project. The document should be able to be used as part of the daily pre task planning and for onsite safety meetings (toolbox talks).

The PSSP should not be a version of the company safety plan. It is Project / Site / Task specific. The PSSP shall include the applicable information commensurate with the size, complexity and risk level of the project.

The PSSP shall make it clear that everyone on the project has the right to report hazards and unsafe practices without fear of reprisal.

Contractor shall submit a PSSP to the Owner's Representative for review prior to project commencement with appropriate time for review. The Owner's Representative reserves the right to ask the Contractor to resubmit the PSSP if safety critical items related to the project are missing or incomplete.

The submittal of the PSSP does not relieve the Contractor from any other submittals required by the Contract Documents, including but not limited to:

- Construction & Demolition Safety Plan
- Crane Critical Lift Plan
- Hazardous Materials Disposal Plan
- Maintenance of Traffic Plan
- Hurricane / Weather Contingency Plan

1.3 FORMAT

The Owner's Representative will not dictate the exact format of the PSSP. However, there are four critical components of the PSSP:

- Responsibilities / Contacts
- Scope of work
- Job Safety Analysis (JSA)
- Pre-Task / Daily Safety Planning

A. RESPONSIBILITIES / CONTACTS

This section shall simply and clearly define the duties and responsibilities of the Contractor's personnel regarding the work to be completed and safety and health program implementation. It should also include means to contact those listed (i.e. phone, email, etc.)

- Contractor's President/Owner (of company)
- Contractor's Project Manager
- Contractor's Safety Manager (if applicable)
- Contractor's Field Supervision/ Superintendent
- All of Contractor's Subcontractors and Sub-Subcontractors (if any)

B. SCOPE OF WORK

The Scope of Work shall include translating the contract scope of work into a specific detailed work plan. It shall identify location(s), means and methods of accomplishing the plan, anticipated sequence of events, equipment to be used, etc. Please note that this includes all work to be performed by the Contractor and Subcontractors of every tier.

The scope shall also identify the following:

- Maximum height and depth of work activities
- Industrial hygiene issues
- Exposure to high hazard areas including but not limited to:
 - Water Ways
 - Diving
 - Crane Lifts
 - Energized Electrical Systems
 - Confined Spaces
 - Maintenance Of Traffic ("MOT")
 - Guest Areas

C. JOB SAFETY ANALYSIS (JSA)

The JSA is a task/operation-driven document to ensure that the job task or operation receives proper safety planning prior to beginning work. In actuality, the JSA is a written work plan that incorporates safety procedures into the work practices. The JSA should be prepared far enough in advance of the task or activity to ensure that changes or revisions will not affect the scheduled execution of the task or activity. A JSA is to be developed by the Contractor or Subcontractors for any high-hazard or high-risk activity as identified by the Owner's Representative in its sole and absolute discretion, the Contractor or all Subcontractors of every tier.

The specific format of the JSA is to be determined by the Contractor, however, it must include the following information:

- A breakdown of the job into successive steps involved with the work activity.
- Identification of the hazards and the potential incidents associated with each work activity.
- Identification of methods to reduce or eliminate the hazards and potential incidents.

D. PRE-TASK PLANNING

Pre-task Planning is an activity that occurs at the start of each day, prior to beginning any work shift

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Bridge Expansion Joint & Pedestal Repairs
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Section 01009
Project Specific Safety Plan Requirements
June 30, 2023

during which work is to be performed by the Contractor or any Sub-contractor of any tier, as well as any time the daily cope of the work changes. It helps everyone involved in performing, supervising and overseeing the work to align the objectives to be accomplished before the day of work begins. A Pre-task Planning form is required to be completed and a meeting is required to be held with the crew by the supervisor prior to the start of each work shift. At a minimum, the supervisor will include the following in the Pre-task Planning:

- Identify the specific actions and work methods required to perform the work.
- Identify the specific hazards associated with the performance of the work and the measures necessary to eliminate or minimize the workers' exposure to the hazard.
- Provide the necessary training needed to safely perform the work.
- Identify and provide the necessary tools, equipment, and PPE required to protect the workers from the hazards.
- Review any items that may be applicable to their work activity previously identified on the JSA.

The Pre-Task Plan will be documented and kept in the work location for the duration of the shift or activity. As acknowledgment of its contents, the Pre-Task Plan must be signed by all members of the work crew and its supervisor, and others identified by, and in the sole and absolute discretion of, the Owner's Representative.

Pre-Task Planning is not something that is to be submitted with the PSSP however it must be maintained on the jobsite throughout the project duration for review by the Owner's Representative and, at the request of the Owner's Representative, must be provided to the Owner's Representative as part of the Contract Close- out documentation.

END OF SECTION 01009

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SECTION 01010 SUMMARY OF WORK

PART 1 – WORK COVERED BY CONTRACT DOCUMENTS

1.1 General

- 1.1.1 The Project Manual entitled Bridge Expansion Joint & Pedestal Repairs describes the Scope of Work for the Bridge Expansion Joint & Pedestal Repairs project. Specific elements of the Scope of Work are generally summarized below but this Summary of the Work is not intended to be complete descriptions of the Work. Any quantities or measurements, if included in the summaries, are approximate and are not to be used in estimating the Work.
- 1.1.2 It is the intent of the Owner that the Contractor will perform all of the Work of any kind and nature shown on the drawings and/or described in the specifications, which is within the Contractor's Scope of Work unless specifically excluded or indicated as Owner-furnished and/or installed. Any Work not specifically indicated on the drawings and/or described in the specifications but required to fulfill the intent of a "complete job" for the Contractor's Scope of Work will be considered to be included in the Contract.

1.2 General Summary

The scope of work of the Bridge Expansion Joint and Pedestal Repair project includes the replacing of (12) existing expansion joints on (6) six bridges (two joints per bridge) as well as repairing a total of (15) concrete bridge pedestals spread across (4) different bridges..

1.3 Detailed Scope of Work

- 1.3.1 Mobilization and General Conditions:
- 1.3.1.1 The Contractor shall provide a minimum dedicated full-time staff for the duration of the Contract Time including but not limited to the following staff positions:
- 1.3.1.1.1 Part time dedicated project manager.
- 1.3.1.1.2 Full time dedicated general superintendent.
- 1.3.1.1.3 As needed foreman and crew dedicated to Maintenance of Traffic (MOT) and SWPPP only.
- 1.3.2 Maintenance of Traffic:
- 1.3.2.1 The Contractor shall provide the MOT Plan for the Project. The Contractor shall hire a professional engineer licensed to do business in the State of Florida to provide a certified Maintenance of Traffic (MOT) individual plan prior to applying for the required permits from RCID Planning & Engineering. The MOT plans shall be in compliance with the Manual for Uniform Traffic Control Devices and applicable FDOT Standards. The Contractor shall maintain his traffic control devices for the entire duration of the project until the Owner certifies that the Punch List is complete.
- 1.3.2.2 The Contractor shall provide a qualified traffic control crew to provide continuous maintenance of all traffic control systems at its expense, whenever traffic conditions warrant such control and whenever directed to provide such maintenance or adjustments by the Construction Manager. This requirement shall also apply to all

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events requiring a vehicle to back up on a lane maintained for traffic or any other situation considered by the Construction Manager to be dangerous.

1.3.2.3 The Contractor shall provide a qualified traffic control crew at its expense to inspect all traffic control systems in the presence of the Construction Manager at the beginning and end of each work shift for a minimum of one hour after the start of the shift and a minimum of one hour before the end of the shift. The Contractor's crew shall make immediate corrections or adjustments to the MOT systems as required to conform them to the approved MOT plans or as directed by the Construction Manager.

1.3.2.4 All MOT devices shall be like new. They shall be freshly painted and free of scratches, dents, dirt, and debris, and stains. The Contractor shall replace any MOT device that becomes damaged with a new device.

1.3.3 Lay Down Yard/Employee Parking Construction:

1.3.3.1 The designated lay down yard and employee parking area is anticipated to be in the vicinity of the Project Site. Contractor parking is limited onsite. Contractor shall anticipate to park in median and on side slopes outside of pavement. No equipment, materials, or vehicles should be parked inside of the clear recovery zone without proper MOT devices.

1.3.4 Erosion and Sedimentation Control:

1.3.4.1 The Contractor shall design, furnish, install and maintain, at its expense, all necessary erosion control and wetland protection systems, such as silt fences, temporary retention basins, silt screens, synthetic hay bales, floating turbidity barriers, inlet protection systems, filter fabric, sandbags, sheet piling or other approved devices required to prevent erosion and to protect the storm water systems and receiving waters. The Contractor shall be responsible for repairing and/or replacing any and all damage to the erosion protection devices. The Contractor shall maintain all erosion control systems until the Owner certifies that the punch list is complete.

1.3.4.2 The Contractor shall prepare the Storm Water Pollution Prevention Plan utilizing the forms included in the Specification Section 01560. The Contractor shall submit a completed SWPPP to RCID Planning and Engineering for review and the Contractor shall make all modifications and refinements to the plan requested by RCID Planning and Engineering. Once all of the modifications have been made to the satisfaction of RCID Planning and Engineering, then the Contractor shall sign and certify the SWPPP as the operator and implement the structural erosion control devices.

1.3.4.3 The Contractor shall prepare and submit the NOI to the FDEP and pay all filing fees and secure a permit authorization letter from the EPA and fully comply with all record keeping requirements.

1.3.4.4 The Contractor shall provide a qualified and dedicated erosion and sedimentation control team to inspect and maintain the erosion control and wetland protection systems on a daily basis. The Contractor acknowledges that daily inspection and maintenance requirement is more stringent than the periodic inspections required by the FDEP. The Owner requires more stringent daily inspection and maintenance by a dedicated crew. The Contractor shall remove all erosion and sediment control systems at the conclusion of its Work when authorized to do so by the Owner.

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1.3.4.5 The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices as described in these Contract Documents within the Storm Water Pollution Prevention Plans (SWPPP).

1.3.4.6 The Contractor shall utilize lined trucks to haul muck or saturated soils off site.

1.3.4.7 The water quality within the various bodies of water located on the Owner's property is regularly monitored and compliance with environmental standards is rigidly enforced. The Contractor is advised that should any of the Owner's ponds, lakes or canals, (or those of adjacent landowner's) become contaminated due to the Contractor's actions or inaction, the cost to flocculate, or clean by any means as may be required, shall be paid for by the Contractor.

1.3.5 Survey and Lay-Out:

1.3.5.1 The Contractor shall perform all survey and lay out as required to complete the work within the specified tolerances.

1.3.5.2 After award of the contract and within fourteen (14) days of receiving a Limited Notice to Proceed, the Contractor shall complete all survey work required to verify and accept the accuracy of the grades noted as existing on the bid drawings. At the end of the fourteen-day discovery period, the Contractor shall provide written acceptance of the existing grades or provide written documentation of any material deviation it has discovered between the existing conditions and the conditions noted as existing on the bid drawings. All claims shall be made in strict accord with Article 13 of the General Conditions of the Contract for Construction. Failure to give such notice or to provide substantiation thereof shall constitute a waiver of the claim and acceptance of the existing grades.

1.3.5.3 Refer to the Drawings for information regarding bench mark datum and coordinate system.

1.3.5.4 The Contractor shall preserve and protect all existing survey monuments within the limits of construction.

1.3.5.5 The Contractor shall provide the following specific survey tasks:

1.3.5.5.1 All surveying, engineering and layout required for the Work including but not limited to: (i) the limits of standard clearing and grubbing and (ii) drainage structure, utilities, roadway layout, etc.

1.3.5.5.2 All "rough" and "finish" grade stakes as required to perform the Work. Any re-staking required due to his or any other contractor damaging, or removing original stakes shall be performed by the Contractor and will not be the responsibility of the Owner.

1.3.5.5.3 Coordination with the Owner's survey consultant for verification of the Contractor's survey including, but not limited to, Contractor's field notes and temporary horizontal and vertical control points.

1.3.5.6 It is the responsibility of the Contractor to generate survey control, layout, and as-built information as required in the contract documents. **At no time will the project CAD design files be given to the Contractor.**

1.3.6 De-Watering: (If Applicable)

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- 1.3.6.1 Dewatering, defined as the act of temporarily removing groundwater for the purpose of achieving a dry condition during construction, renovation and the installation or removal of underground utilities or systems, shall require regulatory permits from both the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP). Dewatering may include the use of well points, pit pumps, deep wells, sock drains or any other means for lowering the water table or removing water seeping from the ground into a pit, excavation, trench, etc. SFWMD regulates removing the water from the ground and the FDEP regulates the discharge of the water to waters of the State or the US. The contractor is required to obtain SFWMD permit coverage through RCID by completing the permit application listed below. The contractor receives permit coverage for the discharge of produced groundwater through the FDEP Construction Generic Permit for Storm water Discharge from Large and Small Construction Activities as long as the ground water is not within 500 feet of a known contamination area. If the dewatering activities are within 500 feet of a known contamination area please contact RCID Compliance: Melissa Pulver, 407.828.2250 to obtain additional permit requirements.
- 1.3.6.2 De-watering pump activation (any size/capacity) is to be coordinated via request with RCID Planning & Engineering. Pre-Activation inspection is required by RCID Personnel for every activation. Advance requests, 72-hour notice, are to be scheduled with RCID.
- 1.3.6.3 The Contractor shall apply for a de-watering permit(s) through RCID Planning and Engineering at least twenty-one (21) days prior to commencement of any de-watering activities. The Contractor shall not begin any dewatering activities until RCID Planning and Engineering has approved the proposed activity. The following information is required by RCID Planning and Engineering to apply for the permit:
- 1.3.6.3.1 Name of Contractor.
 - 1.3.6.3.2 Site location plan showing task specific dewatering locations.
 - 1.3.6.3.3 Records that indicate the presence or absence of known areas of contamination within the project, and in adjacent areas that could be impacted if dewatering operations are performed.
 - 1.3.6.3.4 Proposed methods of construction.
 - 1.3.6.3.5 Estimating pumping rates and duration of pumping.
 - 1.3.6.3.6 Known volume to be discharged from vessels installed in the wet.
 - 1.3.6.3.7 Estimated depth of drawdown.
 - 1.3.6.3.8 Anticipated radius of the cone influence.
 - 1.3.6.3.9 Proposed points of discharge.
 - 1.3.6.3.10 Site water routing from excavation to storm water retention area.
 - 1.3.6.3.11 Proposed groundwater and surface water monitoring plans.
 - 1.3.6.3.12 Any other sites and tasks specific characteristics worthy of consideration.
 - 1.3.6.3.13 Hydraulic information (i.e. normal pool and seasonal high-water elevations) of any wetlands and surface waters within of adjacent to the proposed dewatering activities.
 - 1.3.6.3.14 Monthly withdrawals will need to be submitted to RCID the first of each month once the dewatering starts.
 - 1.3.6.3.15 Information shall be submitted through BIM 360 for electronic review under the specific Project Folder, under Dewatering. Contractor shall notify Melissa Pulver and Sam Duhs via the Review Status form on BIM 360. For BIM 360 information, please contact RCID at 407.828.2250.

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- 1.3.6.3.16 If the Contractor utilizes a sock drain to accomplish its de-watering, then the Contractor shall remove the sock drain when the de-watering work is completed.

1.3.7 Clearing: (If Applicable)

- 1.3.7.1 The Contractor shall provide all clearing and grubbing as needed in performance of the work. Tree pruning, as required, is to be performed/supervised by an approved certified arborist as deemed necessary by the Owner's Representative.
- 1.3.7.2 No burning will be allowed on site. The Contractor shall remove all cleared vegetation (grasses, plants, bushes, shrubs, trees, etc) from the site and dispose of it legally off site. Existing grasses/sod removed (strippings), as required for construction, shall be disposed of off-site at the contractor's expense and not utilized for embankment, backfill, or prepared soil layer of any kind unless approved by the Owner's Representative.
- 1.3.7.3 The Contractor shall remove all irrigation systems within the limits of the Work as required for the construction of the improvements. The Contractor will be required to retain the services of a RCID approved irrigation company to make any repairs and adjustments due to the Contractor's construction activities as directed by the Construction Manager/Owners' Representative.
- 1.3.7.4 The following contractors have worked within the boundaries of Reedy Creek Improvement District (RCID) property in the past. By providing this list, RCID does not make or imply any qualifications or statements as to the performance or standing of these firms and the bidder is at their own risk while contracting or working with them:
- A. Brightview Development
Ron Claassen 321-231-0161
 - B. Commercial Landscapes
Philip Johnson 352-267-2457
 - C. Cepra Landscapes
Robert Maier 407-717-0635
 - D. Down To Earth
JC Nowotny 321-356-9728
 - E. Newberg Irrigation
Joel Newberg 407-493-7300

1.3.8 Utilities:

- 1.3.8.1 The Contractor is to coordinate all utility construction efforts with the utility owners – Reedy Creek Energy Services (RCES) RCES requires coordination for inspections of their new and existing utilities. RCES will also require 72-hour notice and planning when working around their existing utilities. Other utility owners may include, but are not limited to, Smart City Telecom (data and communications fiber optic and wire), RCID (traffic fiber optic), and WDW Telecom (Disney fiber optic), Spectrum, Duke, Summit Broadband, TECO, & AT&T.
- 1.3.8.2 The Contractor shall identify and protect all existing utilities within the limits of the work.
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- 1.3.8.3 Except as otherwise explicitly indicated on Drawings or called for in the Specifications, do not cut, alter, remove or otherwise disturb any existing improvement or construction or disturb any existing utilities without the approval of the Construction Manager.
- 1.3.8.4 The Contractor shall immediately restore to service and repair any damage caused by it to any existing utilities which are not scheduled for removal, discontinuance or abandonment, or which have not been released by the Owner and jurisdictional agencies for removal, discontinuance or abandonment, even if so scheduled.
- 1.3.8.5 Temporary Supports for existing Utilities: The Contractor shall provide all necessary temporary supports required to protect any and all existing utilities prior to commencing Work. Any damage to existing in-service utilities during construction will be repaired at the Contractor's expense. Temporary supports shall be reviewed by representatives of RCES or appropriate utility company prior to installation by the Contractor.
- 1.3.8.6 The Contractor shall strictly adhere to utility notice and excavation permit provisions specified in Section 2.13 of Section 01010 of the project manual. The RCES Utility Locate Office will locate primary utility services. It will not locate secondary services. Secondary services include roadway lighting systems, irrigation systems, and electrical power systems for the existing lift station. All such services shall be maintained and/or relocated without interruption to existing services. The Contractor shall hire a private utility locate service to identify and locate all secondary utilities within the limits of the Work
- 1.3.8.7 Locating services provided by the RCES Locating Services Office 10T13T, Sunshine 811 and by any private secondary locating technician are confined to surface markings and flagging only. The Contractor shall hand dig and soft dig as required to determine the depths of all utilities. All such hand digging and soft digging shall be included in the Lump Sum Contract amount.
- 1.3.8.8 In the case of a conflict between the RCES specifications and the RCID specifications, generally the RCID specifications shall supersede the RCES specifications. The final determination shall be made by the Construction Manager. This is notwithstanding provisions contained elsewhere in the general conditions.
- 1.3.9 Construction:
- 1.3.9.1 The Contractor shall construct all areas as shown on the drawings.
- 1.3.10 Soil Amendment: (If Applicable)
- 1.3.10.1 Contractor shall engage the services of a qualified agricultural soils testing laboratory to perform soil testing services of all typical areas to be planted as stated. The Contractor shall pay for all costs and fees associated with the soils testing.
- 1.3.10.2 The Contractor is responsible for all costs to amend the soil based upon the application rates.
- 1.3.11 Landscape Work:
- 1.3.11.1 The Contractor shall guarantee all Work for a period of one (1) year after the Owner certifies that the Punch List is complete.
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- 1.3.11.2 When the Contractor has completed the Work as indicated on the drawings the Contractor shall notify the Owner and request its review. The Owner will provide art direction regarding the final adjustments of the landscaping, which may require additional plantings or relocations of plantings by the Contractor until the Owner is satisfied with the aesthetic appearance of the final landscape. The Contractor shall include reasonable equipment and man-power time to make field adjustments as specified by the Owner.
- 1.3.11.3 The Contractor shall provide all trees, palms, shrubs, ground cover and sod shown on the drawings.
- 1.3.11.4 The Contractor shall treat all of the soil with fertilizer as specified.
- 1.3.11.5 The Contractor shall remove all weeds and undesirable vegetation from the landscaping areas. The Contractor shall keep the landscaped areas weed free until the project reaches final completion.
- 1.3.11.6 The Contractor shall remove all rocks and small debris from the planter areas prior to planting landscaping.
- 1.3.11.7 The Contractor shall schedule inspections at plant nurseries with the Owner prior to delivery (if applicable). The Owner shall determine the condition of the shrubs and trees. Inferior quality or non-compliant material shall not be installed. If installed, removal of such material will be performed at the Contractor's expense.
- 1.3.11.8 The Contractor shall field stake the location of all plant material and bed outlines prior to initiating installation for the review and approval of the Owner.
- 1.3.11.9 The Contractor shall guarantee all landscaping, including grasses, sod, trees, palms, shrubs, and aquatics, to be alive and in satisfactory growth at the end of the maintenance period.
- 1.3.11.10 The Contractor shall dig test holes in all planting beds prior to plant installation. The Contractor will verify the soil conditions and accept sole responsibility for all plant material installed.
- 1.3.11.11 The Contractor shall bear all costs of soils, testing and amendments etc. associated with the Work and included in the Specifications. Prior to commencement of the landscape planting Work the Contractor shall provide complete soil tests as required.
- 1.3.11.12 The Contractor shall field-adjust plant material as necessary to avoid damage to all existing underground utilities and/or existing above ground hardscape elements, roadway lighting, traffic signal poles and equipment, regulatory signs, and other elements of the infrastructure. All such changes required shall be completed at the Contractor's expense and shall be coordinated with the Owner.
- 1.3.11.13 The Contractor shall promptly provide all photo documentation, certificates, samples and other submittal data required by the Contract Documents and in accordance with the Milestone Schedule. The Contractor shall schedule inspections of the nurseries with the nurseries and with the Owner. The Contractor shall accompany the Owner to each nursery to assist in tagging the trees selected to be delivered to the site. In addition, the Contractor shall provide 48 hours advance notice to the Owner of each delivery from the nurseries and afford the Owner the opportunity to inspect the trees

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prior to their installation. All trees shall be subject to approval by the Owner before they are planted by the Contractor.

1.3.12 Sod:

1.3.12.1 Contractor shall replace all sod, with like kind, if damaged by its operations.

1.3.12.2 The Contractor shall be responsible to water all installed sod until fully established and accepted by the Owner.

1.3.13 Irrigation:

1.3.13.1 The Contractor shall provide all irrigation systems as indicated on the Drawings.

1.3.13.2 The Contractor shall locate the existing main line and existing points of connection if any are existing at the beginning of its Work.

1.3.13.3 The Contractor shall tap into the existing irrigation main and construct the new points of connection as shown on the Drawings.

1.3.13.4 The Contractor shall provide electrical power and communication wire to all irrigation controllers. The Contractor shall provide the meter cans and electrical panels for all of the controllers. The Contractor shall extend all power wiring from the distribution panels to the irrigation controllers.

1.3.13.5 The Contractor shall repair and restore to new condition any and all grades, landscaping, sod, utilities, or sleeves that are damaged during the installation of the irrigation system. The Contractor shall coordinate its activities with the Separate Contractors to ensure all sleeves are installed in a timely manner consistent with the schedule provided by the Separate Contractors.

1.3.13.6 No landscape planting shall commence prior to the Contractor having the ability to adequately water such plantings either by hand or through the use of an irrigation system. The Contractor shall be responsible for watering all plantings if the irrigation system is not operational.

1.3.13.7 The Contractor shall be responsible to maintain the irrigation system in such a manner to prevent plant stress due to lack of water. Planted material that becomes stressed beyond recovery, shall be replaced by the Contractor at no additional charge. If temporary irrigation systems are required to meet the Milestone Schedule, the Contractor shall provide such temporary systems.

1.3.13.8 Contractor shall coordinate all planting work with irrigation work and shall be responsible for all hand watering as required to supplement irrigation watering and rainfall. The Contractor shall be responsible for supplemental hand watering in all planting areas, regardless of the status of the irrigation.

1.3.13.9 All irrigation pipe and control wire must be inspected by the Owner's Representative prior to backfilling on a daily basis. The irrigation mains shall be tested according to the Specifications and a Representative of the Owner must witness all pressure tests.

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PART 2 – GENERAL INSTRUCTIONS & STANDARDS FOR THE CONSTRUCTION WORK

2.1 General Requirements

2.1.1 The Contractor shall provide all services and necessary items of expense, including but not limited to, labor, material, trucking, transportation, equipment, hoisting, scaffolding, power, supervision, appliances, layout and all other services and items of expense required for the complete performance of all Work in accordance with the Contract Documents.

2.1.2 Cost Loaded Schedule

2.1.2.1 The Contractor shall cost load their monthly progress CPM schedule submittals, in order to provide projected monthly cash flows to the Owner.

2.1.3 Proposed Staffing Plan

2.1.3.1 Contractor shall submit with its Bid Proposal a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, field work, and administrative services required. The Contractor shall identify the key person to be placed in responsible charge of the work. The Project Manager and key personnel within each discipline shall be identified and past experience of each, as it relates to this Project, shall be discussed. Other items to be included in the discussion of the staffing plan are:

- Work force capabilities of the firm.
- Work force commitment for the Project.
- Key staff resumes.

Note: The Contractor is required to have a certified inspector onsite for SWPPP and MOT at all times.

2.2 Job Site Access / Use of Job Site

2.2.1 A haul route will have to be provided by the Contractor for RCID Planning and Engineering review and approval. The Contractor shall utilize lined trucks to haul muck or saturated soils off site (if required) and shall utilize only those hauling routes prescribed or approved by the Construction Manager for hauling to and from the site. For each and every occurrence that the Contractor or its Subcontractor(s) utilize a haul route that is not prescribed by, or otherwise expressly approved by, the Construction Manager, the Owner shall deduct from the Contract Sum, the sum of \$500.00 for each occurrence.

2.2.2 Vehicular traffic to the Job Site is limited to vehicles required to deliver labor and materials. On-site parking for vehicles shall be limited to those areas designated by the Construction Manager and shall be limited to company work vehicles actively working on site. Vehicles not actively supporting Job Site operations are not permitted to remain on site. The designated lay down yard and employee parking area is anticipated to be in the vicinity of the Project Site. When it is designated, the Contractor shall create an engineered plan for review by the Owner that demonstrates how it will safely access the work zone and storage areas and how it will egress from the work zone and storage area.

2.2.3 The Contractor is responsible for the routing of all construction personnel and traffic required in the performance of the Work and shall ensure compliance with any special instructions pertaining to such routing as established by the Construction Manager.

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- 2.2.4 Lunch and break areas are confined to the immediate job site area, within the limits of construction. Tradesmen shall be prohibited from patronizing the restaurants in the adjacent development.
- 2.2.5 The Contractor shall confine its use of the job site to those activities directly relating to the performance of the Work. No other use of the job site will be permitted without the express written approval of the Construction Manager.
- 2.2.6 The Contractor shall provide all necessary flagmen, barricades, and MOT devices necessary for safe and proper traffic control. The Contractor is advised that it is responsible for all construction personnel and traffic routing logistics required in the performance of its work.
- 2.2.7 The Contractor shall provide all necessary temporary water retention basins, turbidity control, and silt fence, etc., for construction site water run-off control. The Contractor is advised that should any of the adjoining Reedy Creek Improvement District and Walt Disney World ponds, lakes, wetlands, or canals become contaminated due to the Contractor's actions or inactions, the cost to flocculate, clean, or restore by any other means, these ponds, lakes, wetlands, or canals shall be paid for by the Contractor. Any fines and / or penalties assessed for contamination of these water bodies, due to the Contractor's actions or inactions, shall be paid for by the Contractor.

2.3 Coordination

- 2.3.1 The Contractor shall coordinate with the Construction Manager to allow for all materials testing. The Owner shall pay for costs associated with the initial testing but the Contractor shall be liable for costs associated with retesting as a result of initial test failure due to deficiencies in the Contractor's work efforts.
- 2.3.2 The Contractor shall coordinate its work with the Construction Manager and with the Owner's Separate Contractors. The Contractor shall sequence its Work, as required by the Construction Manager, with the work of the Owner's Separate Contractors at no additional cost to the Owner.
- 2.3.3 Contractor is required to coordinate its efforts with the Construction Manager, RCID Parking Operations, RCES Utilities, RCES Operations and WDW Operations at no additional cost to the Owner.
- 2.3.4 The Contractor is required to coordinate with the delivery of any and all Owner Furnish, Owner or Contractor installed items.
- 2.3.5 The Contractor shall coordinate with the Construction Manager for site access/control for the Reedy Creek Fire Department.
- 2.3.6 The Owner, or appointed delegate, reserve the right of access to any part of the job site, at any time, for the purpose of observation, or to install other work, either with its own forces or with other contractors.

2.4 Worker Conduct and Clothing

- 2.4.1 The Contractor is responsible at all times for the proper conduct of its personnel and that of its subcontractors and suppliers. The Contractor shall restrict its personnel to the job site and immediate vicinity thereof and shall endeavor to prevent discordant relationships between its personnel and that of any adjacent property owner or occupant.
 - 2.4.2 The Contractor shall enforce strict discipline and good order among employees and other workers related to the performance of the Work. Under no circumstances will behavior offensive to building
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occupants or the general public be tolerated, and Contractor shall immediately remove and further ban from the job site any persons failing to comply with this standard.

- 2.4.3 The Contractor shall ensure its personnel are properly dressed with O.S.H.A. approved clothing and safety gear, including but not limited to, hard hats, work shoes, shirts and long pants, as appropriate for the performance of the Work. Shorts, sleeveless shirts (tank tops) or clothing bearing offensive marks or wording are not permitted to be worn on the job site. The Owner's Representative shall solely determine whether any such clothing is or is not permissible.

2.5 Surveying

- 2.5.1 Refer to Specification Section 01050 – Field Engineering, contained in the Project Manual, for specifications governing field engineering and surveying.
- 2.5.2 The Contractor shall inspect the site, observe the existing conditions and grades, and make reasonable measurements to verify existing conditions prior to its bid.
- 2.5.3 After award of the contract and within fourteen (14) days of receiving a Limited Notice to Proceed, the Contractor shall complete all survey work required to verify and accept the accuracy of the grades noted as existing on the bid drawings and the accuracy the as-built drawings provided by the Owner's Separate Contractor. At the end of the fourteen-day discovery period, the Contractor shall provide written acceptance of the existing grades or provide written documentation of any material deviation it has discovered between the existing conditions and the conditions noted as existing on the bid drawings and as-built drawings. All claims shall be made in strict accord with Article 13 of the General Conditions of the Contract for Construction. Failure to give such notice or to provide substantiation thereof shall constitute a waiver of the claim and acceptance of the existing grades.
- 2.5.4 The Contractor shall verify forms prior to pouring, or placing, critical components of structures.
- 2.5.5 It is the responsibility of the Contractor to generate survey control, layout, and as-built information as required in the contract documents. At no time will the project CAD design files be given to the Contractor. Final as-built submissions shall be digitally signed and sealed.
- 2.5.6 The Contractor verify the location of all existing utilities or obscured existing improvements or construction indicated on Drawings to be proximate to or affected by the Work prior to commencement of excavation or demolition in any given area.

2.6 Testing and Inspection

- 2.6.1 Refer to Specification Section 01410 – Testing Laboratory Services, contained in the Project Manual, for specifications governing soils and materials testing and inspection. The Owner reserves the right to re-test and approve or disapprove the results of the Testing and Inspection.
- 2.6.2 The project specifications utilize Florida Department of Transportation specifications governing acceptance of materials used in the performance of the Work. Because the Owner has no affiliation with the Florida Department of Transportation's materials testing laboratories where such materials are deemed acceptable, the Owner has developed an alternative Materials Acceptance Criteria Matrix governing the manner in which materials will be accepted on the project. Contractor shall refer to attached Division 2 through Division 3 Specifications prepared by Ibarra Collaborative International, Inc.

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2.7 Surface Water Management and Environmental Controls

- 2.7.1 The Contractor shall provide and maintain all necessary erosion control in accordance with paragraph 1.3.5 above, the plans, and Specification Section 01560, entitled Erosion and Sedimentation Control, contained in the Project Manual.

2.8 Temporary Fencing

2.8.1 Geogrid Fencing and Silt Barriers:

- 2.8.1.1 When required by the Contract Documents, geogrid fencing and silt barriers shall be provided and maintained along the boundaries of all designated tree preservation and protected wetland areas. The Contractor shall not disturb the trees or vegetation within such areas unless directed otherwise by the Owner's Representative.
- 2.8.1.2 Geogrid fencing shall be provided and maintained along jurisdictional wetland buffers excluding those wetlands (if any) to be removed under this Contract. Silt barrier shall be provided and maintained along areas designated on Drawings.
- 2.8.1.3 The Contractor shall inspect all geogrid fences and silt barriers daily and shall immediately make necessary repairs to any damaged or improperly functioning geogrid fences and/or silt barriers.

2.9 Permits and Permit Fees

- 2.9.1 All Permits required for any part of the Contractor's Work (except those permits obtained directly by the Owner, as further enumerated below) shall be procured and paid for by the Contractor. This shall apply also to those permits required to be obtained by the Contractor in the name of the Owner or its Owner's Representative for the Owner's or Owner's Representative's own temporary construction office facilities, if any. The costs for the required permits (except those permits obtained directly by the Owner or the Owner's Representative) are included in the Contract Sum. Before applying for any permit, the Contractor shall present a draft application to the Owner's Representative for review.
- 2.9.2 The Contractor shall apply for a de-watering permit during the pre-construction phase. The Contractor shall prepare and submit the NOI to the Owner prior to submitting to the FDEP during the pre-construction phase. In addition, the Contractor shall apply for any and all permits that are required by RCID Building and Safety during the pre-construction period.

2.10 Job Site Cleanliness, Construction Operations Upon and Affecting the Use of the Project Site

- 2.10.1 Refer to Specification Section 01710 – Cleaning, contained in the Project Manual, for specifications governing cleaning and job site cleanliness.
- 2.10.2 The Contractor shall cause no dirt or debris to be deposited on any public or private roadways and must clean up same in an expeditious manner if such dirt or debris occurs due to this Contractor's operation. If the Contractor fails to perform, clean-up will be performed by others and all costs for same will be deducted from monies due or owing the Contractor.
- 2.10.3 The Contractor shall clean the tires of all vehicles as they exit the job site and enter onto the public roadway or private driveways. The Contractor shall provide rotary power broom equipment on site for daily sweeping as needed and as requested by the Owner's Representative.

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- 2.10.4 The Contractor shall use "whisperized" construction equipment. Noise levels shall be within those levels acceptable by the authorities having jurisdiction.
- 2.10.5 Material deliveries shall generally be made during normal working hours. Where special deliveries must be made at other times Contractor shall request approval of same. If such request is approved Contractor shall arrange for the proper labor force to receive and unload materials promptly.
- 2.10.6 The Contractor shall be responsible to consolidate and secure all equipment and materials at the job site. The Owner will not provide any security for material and equipment stored on site for contractors working at the Project site.
- 2.10.7 On site storage of fuel will not be permitted without prior written approval of the Owner and approval from all appropriate local, state, and federal agencies having jurisdiction.
- 2.10.8 Any and all damage to property resulting directly or indirectly by the Contractor's operations, or those of its subcontractors, shall be repaired or replaced by the Contractor at no additional cost to the Owner and to the satisfaction of Owner's Representative.
- 2.10.9 Daily clean-up of the construction areas will be strictly enforced. Excess materials or accumulation of debris shall not encumber the site.
- 2.10.10 If, in the judgment of the Owner's Representative, the construction area is deemed to be unclean and/or encumbered by the accumulation of excess materials; and, in the event the Contractor fails to correct the situation, the Owner reserves the right to take any action it deems necessary to correct the situation and shall back charge the Contractor for the full cost of the corrective action.
- 2.10.11 The Contractor shall provide a final clean prior to turnover.
- 2.10.12 All construction activities that may have any effect on any adjacent landowner's operating systems or facilities must first have the final approval of the Owner's Representative before they are initiated. The activity description, schedule time and duration, and areas affected must be submitted to the Owner at least 72 hours in advance to obtain this approval.
- 2.10.13 Work activities that affect the environment of guest operations (noise, visual intrusion, safety, odor, dust and dirt, etc.) may be restricted to other than normal operating hours.
- 2.10.14 Cranes and draglines shall be boomed down at the end of each workday and during periods of inactivity during the workday.
- 2.10.15 Any maintenance to construction equipment on-site, which may be considered by the Owner's Representative to have the potential to contaminate the existing earth, will not be permitted.
- 2.10.16 Maintenance and dust abatement of all areas of Work provided by the Contractor shall be performed in a manner acceptable to the Owner.
- 2.10.17 The Contractor will be responsible for safely barricading open excavations that may present hazards.
- 2.10.18 The Contractor shall hire Mid Florida Materials to provide rubbish removal, reuse container rental/removal or other services related to the disposal of waste material from the job site. Contact Noah (Tel: 407.607.9359) or Lisa (Tel: 407.607.9345), a minimum of 24 hr. in advance of waste pick-up. No other firm, entity or agency is authorized to provide solid waste service within the District unless permitted in writing by the District. Such service includes Class I, Class III and Construction and Demolition Debris service. Any firm, entity or agency found to be providing such service within the District without written permission from the District shall be required to remove
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any solid waste containers associated with this service within 48 hours of notification. Failure to do so will result in the impoundment of said containers by the District. Release of said impounded containers to the owner will require payment of a storage fee of \$100/container each day.

2.10.19 The Contractor shall legally dispose of all excess soils generated by the Work.

2.10.20 On-site security is the responsibility of Contractor. Observe security requirements established by Reedy Creek Improvement District and adjacent landowners. Coordination and all questions with regard to security shall be directed to the Construction Manager.

2.11 Existing and Adjacent Roadways and Utilities

2.11.1 The Contractor will maintain access to roadways at all times. The Contractor shall create no open cuts or other obstacles on roadways or walkways without explicit approval of the Owner's Representative. Authorized cuts must be bridged to permit vehicular and pedestrian traffic to continue without delay or hindrances. Any work that must be performed which may result in delays to public traffic or re-routing of traffic must be coordinated with the Owner's Representative.

2.11.2 Wherever possible, the Contractor shall arrange work so there will be no service interruptions of any existing systems. Whenever service interruptions are necessary, the Contractor shall secure the advance approval of the Construction Manager and jurisdictional agencies as to the time and date such interruptions will be permitted. The Contractor shall return all services back into operation as soon as possible, including working on an overtime basis, if deemed necessary by the Construction Manager, at no additional cost to the Owner.

2.11.3 All existing conditions off the immediate Project site that are disturbed due to Contractor's activities must be restored by the Contractor to pre-construction conditions.

2.11.4 The Contractor shall restore all existing grade, existing sod, and existing irrigation it disturbs. Restore all affected areas to existing conditions or better.

2.11.5 RCES, RCID, WDW and other Utility Owners all have existing infrastructure within the project limits. The Contractor shall preserve and protect all such infrastructure during the performance of its Work. The Contractor shall sequence its Work in cooperation with the utility companies and as required to work around the existing infrastructure without damaging it until it is relocated. Once relocated, the Contractor shall preserve and protect the relocated infrastructure throughout the remaining duration of the work. Contact information is provided on the drawings.

2.12 Temporary Facilities

2.12.1 The Contractor shall provide generators for temporary construction power.

2.12.2 The Contractor shall provide temporary portable toilets for use by its tradesmen, and shall be located out of view from the traveling public at locations approved by the Construction Manager.

2.12.3 The Contractor may secure a hydrant meter from RCES to provide water for its water truck and for water for construction purposes. The Contractor will be responsible for any fees associated with said service.

2.13 Notification to Utility Companies and Excavation Permit

2.13.1 Utility Locate Tickets:

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- 2.13.1.1 In accordance with Florida “Underground Damage Prevention and Safety Act” (Chapter 556, Florida Statutes) as administered by Sunshine 811 of Florida. Any entity or individual responsible for any project involving excavating, grading, penetration, or disturbance of the earth’s surface, inclusive of jack and boring, pile-driving, directional drilling, trenching and pipe bursting, within the District shall not commence such work within the District until that entity/individual has submitted a Locate Ticket request to Sunshine 811 and received clearance from the affected utilities. Refer to <http://www.sunshine811.com/>.
- 2.13.1.2 There are two types of utility locate requests:
- 2.13.1.2.1 Standard Locate requests:
- Used when no portion of the excavation will be underwater
 - Request must be submitted a minimum of three (3) full business days before excavation. If the excavation site is in an area that is underwater, the request must be submitted ten (10) full business days before excavation. Three (3) full business days represents a time period of 72 hours, not including the day the locate ticket is requested, weekends or holidays. Day one begins at 12:00 a.m. the day AFTER the locate ticket is requested.
- 2.13.1.2.2 Submit request to Sunshine 811 Notification system.
- 2.13.1.2.2.1 Call 811 or enter the request via the internet at <http://www.online811.com>
- 2.13.1.2.2.2 Write down the Sunshine 811 locate ticket number
- 2.13.1.2.3 Contact the Reedy Creek Energy Services (RCES) Utility Locate Office via email at utilitylocates@disney.com to locate the existing utilities in the area.
- 2.13.1.2.3.1 Provide the Sunshine 811 locate ticket number.
- 2.13.1.2.3.2 Mark up the RCES supplied map to show the limits of the excavation that will occur within the following thirty (30) days.
- 2.13.1.2.4 Emergency Locate requests:
- 2.13.1.2.4.1 An emergency is defined by Chapter 556.109, Florida Statutes as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in a member’s underground facility; or any impairment of public roads or utilities that requires immediate repair, as determined by FDOT or another affected political subdivision.
- 2.13.1.2.4.2 Work-scheduling problems are not considered an emergency.
- 2.13.1.2.5 If prior to 7:00 AM or after 4:00 PM on weekdays, or anytime on weekends or holidays, call the RCES Control Room Emergency Number at 407.824.4185. Provide the nature of the emergency and exact location.
- 2.13.1.2.6 Call Sunshine 811.
- 2.13.1.2.7 Provide the Sunshine 811 locate ticket number to the RCES Control Room.
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- 2.13.1.2.8 Approved excavators can request emergency tickets using Internet Ticket Entry. Excavators not approved for ITE emergency ticket entry must request emergency tickets by calling 811.
- 2.13.2 Have the area subject to the request marked on the ground using the “white line” method recommended by Sunshine 811. If the area is a sensitive “on-stage” area where marking is not desired, meet the locators at the site and define the actual extent of the area to be located. Follow the Low Impact Marking Guidelines defined in Chapter 556.114, Florida Statutes.
- 2.13.3 DO NOT BEGIN EXCAVATION until you have:
- 2.13.3.1 Received and reviewed the RCES Utility Locate Office ticket and notes for utility presence, conflicts, or special conditions AND
- 2.13.3.2 Been notified by Sunshine 811 that all public utility locators (RCES/RCID, Smart City, TECO/Peoples Gas, Duke Energy, etc.) have responded to the locate request. This is automatically sent to you if you provide an e-mail address during the locate ticket request process. Or you can access them manually by calling 800.850.8257 or using the internet at the web address noted above.
- 2.13.4 NOTE: RCES is ONLY RESPONSIBLE for locating the utilities owned by Reedy Creek Improvement District and for notifying specific WDW organizations that have underground facilities within RCID (WDW Irrigation, WDW Telecom, and WDW Video Technology). RCES is not responsible for location of “secondary” facilities – those lines (electric, water, sewer, etc.) that are on the customer side of the meter or any other similar lines on the customer’s property. The Locate Ticket you will get from RCES will specifically indicate that the excavator must also contact the property owner / customer to obtain information on those secondary lines. The customer may require that the excavator locate such lines.
- 2.13.5 During Excavation:
- 2.13.5.1 Protect exposed underground facilities.
- 2.13.5.2 Keep the locator marks visible throughout the excavation period or request a reissue of the locate.
- 2.13.5.3 STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) or if you expose any warning tape or red concrete and contact the facility owner directly.
- 2.13.5.4 Understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks when using any mechanized equipment within the tolerance zone, supervision is necessary.
- 2.13.5.5 Keep a copy of the RCES Locate Ticket and the Sunshine 811 Positive Response at the specific area of work.
- 2.13.5.6 Issuance of a utility locate ticket does not relieve the excavator of the responsibility of exercising due caution for unknown or miss-allocated underground utilities.
- 2.13.5.6.1 The Utility Locate Ticket shall not be construed as a building permit.
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2.13.5.6.2 When a utility requests an area to be “HAND-DUG” it means HAND DIG ONLY.

2.13.5.7 The Owner reserves the right to stop excavation at any time for the following reasons:

2.13.5.7.1 The Utility Locate Ticket is not present at the work site.

2.13.5.7.2 The excavation is not in compliance with WDW, RCES, or RCID rules and regulations.

2.13.5.7.3 The excavation is endangering personnel, equipment, or existing utilities.

2.13.5.7.4 No restitution will be made for work stoppage for violations of the above-mentioned causes.

2.14 Safety Requirements

2.14.1 The Contractor shall submit a certificate to show proof of inspection of all hoisting machinery, including serial number, date of certification, and expiration date, prior to its use. The certificate shall be displayed on the subject equipment signed by a competent person or by a government or private agency recognized by the Department of Labor. The Contractor shall maintain records and dates of the results of inspections for each hoisting machine and piece of equipment.

2.14.2 Contractor shall provide a Site-Specific Safety Plan and obtain approval by the Owner prior to commencing work.

2.14.3 Contractor shall provide a Severe Weather Preparedness plan and obtain approval prior to commencing work. The Severe Weather Preparedness plan will follow the guidelines of RCID’s “Required Storm Preparation Procedures”, dated June 2017. The costs incurred as a result of the implementation of this plan on this contract will be the responsibility of the Contractor.

2.14.4 Contractor is required to start all meetings or briefings with a “Safety minute or thought of the day”.

PART 3 – SPECIAL INSTRUCTIONS

3.1 Work Hours

3.1.1 Normal hours of work shall be between 7:00 AM to 4:00 PM Monday through Friday or as otherwise approved by the Construction Manager. All work requiring a temporary lane closure may need to be performed between 11:00 PM and 7:00 AM Sunday through Thursday or as otherwise approved by the Construction Manager.

3.1.2 Contractor shall obtain approval from the Owner’s Representative at least 72 hours prior to scheduling any work to be performed during hours other than the normal (7:00 am to 4:00 pm) work hours or on Saturdays, Sundays, or legal holidays.

3.1.3 The Contractor shall pay for the cost of all standby trades or premiums for work on Saturdays, Sundays, and Holidays when the schedule or job site conditions require such work

3.2 Restrictions Governing Certain Construction or Demolition Activities

3.2.1 Work Restrictions

3.2.1.1 Reedy Creek Energy Services (RCES) places moratoriums restricting work near critical utilities during the following Holiday periods:

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Easter/Spring Break
Memorial Day
July 4th
Labor Day
Thanksgiving
Christmas through New Years

Work activities during these time periods shall be vetted through RCES. Time periods and durations of such may differ depending on what day the Holidays actually fall on.

3.3 Material and Equipment Storage Limitations

- 3.3.1 Limited storage space will be available at the job site and on-site storage will be subject to approval of the Owner's Representative. All stored material must be neatly organized and stacked, subject to advance approval by the Owner's Representative. The Contractor shall create an engineered plan for review by the Owner that demonstrates how it will safely access the work zone and storage areas and how it will egress from the work zone and storage areas.
- 3.3.2 The Contractor shall supply materials to the Job Site on a just in time delivery strategy in order to minimize storage of materials on site.
- 3.3.3 The Contractor shall relocate stored materials or equipment at its expense when directed by the Owner's Representative.
- 3.3.4 The Contractor shall cooperate and coordinate with the Owner's Representative and all other Separate Contractors regarding the placement and storage of materials and equipment in order not to encumber the areas prior to and during the performance of the Work.
- 3.3.5 The Contractor shall be solely responsible for the securing and safekeeping of all of its on-site materials, tools and equipment.
- 3.3.6 The Contractor shall use "whisperized" construction equipment. The Contractor shall be prepared to schedule work of extreme noise levels at times established by the Owner's Representative.
- 3.3.7 Material deliveries shall be made during normal working hours unless otherwise arranged with the Owner's Representative. Where special deliveries must be made at other times, the Contractor shall arrange for labor forces to receive and unload as promptly as possible.
- 3.3.8 The Contractor shall not store fuel on site.

PART 4 – ATTACHMENTS

4.1 Supplemental Information

- 4.1.1 See Specification Section 00850.

PART 5 – CLARIFICATIONS

- 5.1 The work hereunder is not subject to, nor governed by, union and/or trade agreements.

END OF SECTION 01010

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Section 01018
Owner Furnished Products
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**SECTION 01018
OWNER FURNISHED PRODUCTS**

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Certain products throughout the Work may be furnished by the Owner. In addition to the items of equipment listed in this Section, refer also to other individual Specification Sections for additional items, locations, and the extent of Work involved.

1.2 DUTIES OF PARTIES

- A. Owners duties:
1. Obtain installation drawings and instructions.
 2. Submit claims for transportation damages.
 3. Arrange and detail warranties.
- B. Contractor's duties:
1. Schedule delivery dates with Supplier in accordance with construction schedule.
 2. Provide the Purchase Order number and Sales Number to the Vendor.
 3. Designate delivery locations.
 4. Provide insured storage for all new material.
 5. Promptly inventory and inspect delivered items, and report damaged or defective items to the Construction Manager and material supplier. Coordinate with the supplier the prompt replacement of damaged or defective items.
 6. Provide means of handling material upon delivery.
 7. Repair or replace materials damaged as result of Contractor's operations.
 8. Replace materials that have been lost, stolen, or otherwise misplaced and are not available for installation.
 9. Properly install, connect, and provide any and all work necessary for completion of Owner furnished/Contractor installed materials.

PART 2 – PRODUCTS

1.3 SCHEDULE OF MATERIALS

- A. The Owner currently does not anticipate furnishing any products at this time and reserves the right to furnish products in the future:
- B. The Contractor assumes responsibility for the condition of all Owner furnished material beginning at the time of initial loading onto transports at origin of shipment until the Certificate of Substantial Completion is issued by the Owner. Any mechanical damage, or decline in the condition of Owner furnished products will be assumed to have occurred while in the care of the Contractor. THE CONTRACTOR IS RESPONSIBLE FOR THE OWNER FURNISHED PRODUCTS FROM THE POINT OF ORIGIN UNTIL TIME OF FINAL COMPLETION OF THE WORK.
- C. The Contractor shall be responsible for contacting each supplier of Owner furnished products and scheduling delivery of the materials. The Contractor shall confirm all quantities and the condition of Owner furnished products in advance of signing delivery tickets or Bills of Lading corresponding thereto. The Contractor shall annotate any discrepancies in quantities of material actually delivered or damaged

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or defective materials on the delivery ticket or Bill of Lading. The person making such deliveries on behalf of the material supplier shall initial all such annotations prior to countersigning the delivery ticket or Bill of Lading. Contractor shall submit signed delivery tickets or Bills of Lading to the Construction Manager for all materials delivered from each supplier.

- D. All Purchase Orders issued by the Owner for Owner furnished products shall include the cost of the material, including the cost of delivery. Given the Owner's status as a public entity and its legal exemption from the payment of sales tax, no sales tax is included in any Purchase Order issued by the Owner or by the Construction Manager on its behalf for Owner furnished products.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install all Owner furnished products in strict accordance with the manufacturer's installation instructions and technical bulletins.
- B. Refer also to pertinent Contract Documents for other specific installation requirements.

END OF SECTION 01018

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Section 01019
Owner Purchased Products
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**SECTION 01019
OWNER PURCHASED PRODUCTS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This specification sets forth the procedural guidelines and the obligations of the parties to the Contract as such pertain to Owner Direct Purchases (“ODP”) and to which the parties shall adhere in order for the Owner to realize the benefits of its sales and use tax exemption status for the procurement of materials that are to be incorporated into a public works project. Accordingly, certain selected construction materials, supplies, equipment or systems (hereinafter “Goods”) having a singular value or, for several items that make up a final system, final array or final assembly, an aggregate value of not less than \$25,000.00 and which are to be incorporated into the Work, may be purchased directly by the Owner at the Owner’s option and in its sole and absolute discretion, at any time throughout the term of the Agreement.

Wherever the term “Owner’s Representative” appears throughout this document or the various Exhibits their accompanying Attachments, it refers to one of the following distinct entities; either (i) that certain entity that is named in the Agreement, or if no such entity is named within the Agreement, then (ii) the Owner’s internal Construction Manager.

1.2 SALES TAX EXEMPTION FOR OWNER PURCHASED MATERIAL

- A. Authority: Pursuant to Florida Statutes, Chapter 212.08(6), and Florida Administrative Code Number 12A-1.094, the Owner, Reedy Creek Improvement District, which operates and is organized as a political subdivision within the State of Florida, is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. For purposes hereof, both Florida State Sales Tax and Florida State Use Tax will be understood to be included when the terms “Tax” or “Florida State Sales Tax” are utilized. Accordingly, the Owner reserves the right to directly purchase from the Contractor’s vendors, at prices and terms quoted to the Contractor, which include applicable Florida State Sales Tax and which were included in the Contractor’s bid, any and all selected Goods that are to be incorporated into the Work under the Contract.
- B. Application: The Florida Sales Tax rate of 6% shall apply to purchases of \$5,000.01 and above. For purchases of \$5,000.00 or less the tax rate of 6.5% shall apply. By way of example, for a \$100,000.00 purchase, sales tax in the amount of 6.0% would apply to the total purchase amount of \$100,000.00 and sales tax in the amount of 0.5% would apply only to (the first) \$5,000.00. Thus, the total Florida State Sales Tax saved on a purchase in the amount of \$100,000 would be \$6,025.00. Only those materials purchased from vendors whose sales are subject to the application of Florida State Sales Tax are affected by this option. The Contractor shall immediately notify the Owner’s Representative if any materials optioned for direct purchase by the Owner are not being provided by vendors who meet this criterion.

PART 2 - EXECUTION

2.1 IDENTIFICATION OF ALL ODP GOODS AND QUANTIFICATION OF TOTAL ESTIMATED DOLLAR VALUE

- A. The Contractor shall assist the Owner in its efforts to procure selected Goods (hereinafter “ODP Goods”) pursuant to this specification by first establishing and submitting to the Owner for review and approval an itemized, preliminary list of each category of such ODP Goods, the total dollar

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value corresponding to each category thereof and the combined total dollar value of all such categories of ODP Goods to be directly purchased by the Owner and shall do so within twenty-one (21) calendar days of receipt of a written Limited Notice to Proceed from the Owner. The Contractor shall be prohibited from proceeding with mobilizing equipment and labor resources upon the site until the aforesaid information is received by the Owner. This limitation is in addition to any other conditions that the Contractor must satisfy prior to mobilization upon the site. The categories of items to be included in the total estimated amount of such ODP Goods shall include, but are not necessarily limited to, each of the categories listed under Section 4.2 hereof. Subsequent to the execution of the Agreement by both parties and the Owner's receipt of the aforesaid information, the Owner shall promptly amend the Agreement via a written deductive Change Order utilizing the form of Change Order included in the Project Manual, which will serve the exclusive purpose of reducing the Contract Sum set forth in the Agreement by the amount corresponding to the combined total estimated dollar value of all ODP Goods that will be subject to direct purchase by the Owner, including amounts for Tax. The subject Change Order shall serve strictly to amend the Contract for the stated purpose and for no other purpose whatsoever. The dollar value, inclusive of Tax, established for each category of ODP Goods shall be identified as a separate deductive line item on the Schedule of Values that accompanies each of the Contractor's Applications for Payment, which shall serve to memorialize such dollar values for the purpose of reconciling actual dollar values of purchases made to the corresponding estimated value of each. Notwithstanding the foregoing, the Owner may, at any time throughout the term of the Agreement, purchase additional ODP Goods that were not included on the preliminary list of ODP Goods at the time of its submission, in which event the value of any such additional Purchase Order and Tax shall be deducted from the Contract Sum via a written Change Order, which will serve the exclusive purpose of reducing the Contract Sum accordingly. The Contractor shall itemize each and every such additional Purchase Order amount on the Schedule of Values accompanying its Applications for Payment. Such additional Purchase Orders shall be subject to reconciliation prior to close out of the Contract in accordance with the provisions set forth in Section 2.3 C hereof.

- B. Following the Owner's review and approval of the list of ODP Goods, the Contractor shall prepare and submit to the Owner's Representative for review and approval a procurement schedule relating strictly to the procurement of ODP Goods and which shall serve to identify the date(s) such materials are required on site and the date(s) such materials must be ordered in order to facilitate timely delivery of such, taking into account the estimated lead time required for obtaining such ODP Goods.

2.2 PREPARATION AND SUBMITTAL OF ODP PURCHASE REQUISITIONS

- A. The Contractor shall assist the Owner in the preparation of orders for ODP Goods by preparing Purchase Requisitions utilizing an owner-provided, **ODP Purchase Requisition Form**. The preparation of ODP Purchase Requisition Forms by the Contractor shall be prioritized in accordance with the ODP Goods procurement schedule as outlined within **Exhibit A - Owner's ODP Purchase Order Procedures**. In preparing the ODP Purchase Requisition Form, the Contractor shall work in close cooperation with the Owner's Representative for the purpose of properly applying the Owner's established accounting cost codes to each corresponding category of ODP Goods listed on each ODP Purchase Requisition Form. The Contractor shall submit the completed ODP Purchase Requisition Form in an editable electronic form to the Owner's Representative, who shall in turn review the form and any relevant attachments for general conformity and acceptance. Upon reviewing the Purchase Requisition Form the Owner's Representative will either, (i) return the form to the Contractor for incorporation of any necessary modifications together with resubmittal instructions or, (ii) forward the conformed document to the Owner's internal Construction Manager or to his/her delegate for processing.
- B. The Contractor may attach to the Purchase Requisition Form, the Contractor's and/or the Vendor's terms and conditions that supplement the Owner's standard Purchase Order Terms and Conditions,

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which form a part of the Owner's Purchase Order. Any such supplemental terms should be utilized by the Contractor in order to incorporate specifics, such as product or material specifications, or to provide other clarifications regarding submittal drawing requirements, special expediting, delivery and/or handling instructions, specialized terms and conditions, special warranty provisions, et cetera. Any such supplemental Attachment shall be titled in a manner that distinguishes it as a separate Attachment to the Purchase Order and given a unique Attachment letter (e.g. "E", "F", et cetera) together with a unique title to distinguish it from the other standard Attachments that form a part of the Purchase Order.

- C. Following the Owner's receipt of the completed ODP Purchase Requisition Form, the purchase of ODP Goods shall be accomplished by the issuance of Owner-prepared, Owner-issued Purchase Orders. For Purchase Orders that serve as an instrument to purchase ten (10) or more different items, the Owner may refer to the ODP Purchase Requisition Form within the Purchase Order and incorporate it into the Purchase Order as an Attachment thereto by said reference. Similarly, the Owner may elect to incorporate the vendor's corresponding quotation into any Purchase Order utilized for purchasing ODP Goods.
- D. The Owner will provide a State of Florida Certificate of Exemption and a Certificate of Entitlement to the Vendor with the completed purchase order and will copy the Contractor.
- E. Amendments to Purchase Orders: With the exception of amendments made to Purchase Orders for the purpose of reconciling variances in actual quantities of ODP Goods purchased and received thereunder, amendments to Purchase Orders utilized for purchasing ODP Goods shall be restricted to additive amounts equal to or in excess of \$25,000.00. For such Amendments, the Contractor shall complete the Purchase Requisition Form and follow the procedures for submission that are set forth in Section 2.2 C, hereof. Other Goods required for completing the Work having a total value of less than \$25,000.00 shall be purchased directly by the Contractor or its Subcontractors utilizing their own forms of Purchase Order. The Owner shall not be entitled to exemption of payment for Tax on Goods purchased directly by the Contractor or its Subcontractors.

2.3 DUTIES OF THE CONTRACTOR UNAFFECTED

- A. The Contractor acknowledges that any direct purchase of ODP Goods by the Owner from the Contractor's vendor does not in any way or manner diminish or modify the contractual duties of the Contractor to the Owner, including the coordination, inspection, delivery, handling, storage, protection, securing of guarantees and warranties for such ODP Goods and installation/incorporation of such ODP Goods into the Work. Such duties pertinent thereto set forth in the Contract between the Contractor and the Owner shall remain unchanged. The Contractor shall immediately notify the Owner's Representative of instances involving damage to ODP Goods, regardless of the apparent cause, or of any apparent defects in materials or workmanship, and of any other matter that may serve as cause for refusal of the subject ODP Goods.
- B. The Owner shall directly pay the Contractor's vendors all proper, uncontested invoice amounts for ODP Goods that are free of any damage or apparent material or workmanship defects and that are satisfactorily delivered to the delivery destination set forth under the corresponding Purchase Order and provided that such ODP Goods strictly comply with the applicable specifications that form a part of the Project Manual. The Contractor shall, on its own behalf and on that of its Subcontractors, be responsible for confirming to the Owner's Representative the adequacy of receipt of all ODP Goods as a pre-condition of the Owner's payment therefore. Prior to payment of the invoice the Owner will promptly forward the invoice to the Owner's Representative who shall, within three (3) consecutive calendar days of receipt, forward the invoice to the Contractor who shall, within five (5) consecutive calendar days:

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1. Certify to the Owner's Representative, on its own behalf and on that of its Subcontractors, that the invoiced ODP Goods have been received in accordance with the Purchase Order and attach to the invoice the original signed delivery ticket(s); and
2. Certify to the Owner's Representative, on its own behalf and on that of its Subcontractors, that proper invoices have been submitted by the vendor. Additionally, identify any apparent discrepancies or disputed amounts and provide supporting explanation(s) for such; and
3. Submit to the Owner's Representative, on its own behalf and on that of its Subcontractors, **Exhibit B, Attachment "1" – Contractor's Vendor Invoice Affirmation Letter** that includes a final, properly reconciled accounting for the Purchase Order including, but not limited to, the total Purchase Order amount as well as sales tax savings.
4. Upon its receipt of the Contractor's Invoice Affirmation Letter, the Owner's Representative shall verify the submitted reconciled Purchase Order documentation. Following verification, the Owner's Representative shall submit to the Owner the owner-provided **ODP Pay Request Form, and Exhibit C, Attachment "2" – Owner's Representative Invoice Affirmation Letter**, Contractor's Invoice Affirmation Letter, and reconciled Purchase Order documentation.

Upon its receipt of the above listed items, the Owner shall directly pay to Vendors all undisputed Purchase Order invoice amounts.

- C. Following the final payment of all amounts owed to Vendors under all ODP Purchase Orders and prior to the issuance of the Close Out Change Order, the Owner shall prepare and issue a Change Order to the Contract, which shall serve the exclusive purpose of reconciling the Contract Sum, and to produce a final accounting of the actual amount of each Purchase Order, including Tax, compared with the originally estimated amount for each Purchase Order, including Tax. Each final Purchase Order will be itemized within the Change Order and shall reflect the corresponding originally estimated amount and the final, actual amount for each and the variance between such amounts, if any, including sales tax. In instances when the actual Purchase Order amount exceeds the originally estimated Purchase Order amount, the Change Order shall serve to further reduce the Contract Sum by the amount of the variance, including the amount for Tax. In instances when the actual Purchase Order amount is less than the originally estimated Purchase Order amount, the Change Order shall serve to increase the Contract Sum by the amount of the variance, including the amount for Tax.

PART 3 – INDEMNITIES, EFFECT ON PAYMENT BOND, ASSIGNABILITY OF PURCHASE ORDERS

3.1 OWNER'S INDEMNIFICATION OF CONTRACTOR

- A. The Owner agrees to defend, hold harmless, and indemnify the Contractor from any and all liability for unpaid sales taxes which the Contractor may suffer as a result of claims, demands, costs, interest, penalties or judgments against the Contractor made by or in favor of the State of Florida on account of failure to pay Florida State Sales Taxes on ODP Goods purchased by the Owner pursuant to the procedures set forth herein. The Owner agrees to defend against any such claims or actions brought against the Contractor whether rightfully or wrongfully brought or filed. The Contractor agrees that it will promptly notify the Owner of any such claim, demand, or action. Upon request of the Owner, Contractor agrees to execute any and all documents including, but not necessarily limited to, contract amendments, affidavits, and Department of Revenue forms, reasonably necessary to effectuate the tax saving intent of the ODP purchase option.

3.2 NO EFFECT ON PAYMENT BOND

- A. The obligation of the Contractor's surety under the payment bond will remain unmodified and in full force and effect, notwithstanding that the Owner has entered into a separate purchasing arrangement with the Contractor's vendor for the direct purchase of the ODP Goods and has reduced the amount payable directly to the Contractor by the purchase amount(s), and applicable

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Florida State Sales Tax.

3.3 OWNER'S RIGHT TO ASSIGN PURCHASE ORDERS

- A. The Purchase Order between the Owner and the Vendor(s) will be unilaterally assignable by the Owner to the Contractor or its Subcontractor(s). Upon assignment by the Owner, the Owner will not make further related deductions from monthly pay applications for sales tax savings and shall reconcile previous amounts deducted for same and for previous amounts paid to the Vendor.
- B. The Contractor and its Subcontractors understand and acknowledge their obligation to provide this specification and the Exhibits and Attachments related hereto to each Vendor that proposes to sell ODP Goods to the Contractor or its Subcontractors as a prerequisite to the solicitation and submission of such proposals. Vendors proposing to the Contractor and its Subcontractors pursuant to this Agreement agree to accept the following assignability provision in Purchase Orders from the Owner for ODP Goods:

“Vendor is prohibited from assigning this Purchase Order or any right hereunder without the prior written consent of Buyer, which consent Buyer may withhold in its sole and absolute discretion. Vendor acknowledges that this Purchase Order between Vendor and Buyer is assignable to the Prime Contractor, Design/Builder, or Subcontractor for which the original proposal was received. The Vendor acknowledges the right of the Buyer to unilaterally assign this Purchase Order at any time and for any reason. Upon assignment, any reference to the Buyer within the Purchase Order will be understood to be that of the assignee.”

PART 4 – PRELIMINARY LISTING OF ODP GOODS; LIST OF ATTACHMENTS

4.1 PRELIMINARY LIST OF ODP GOODS CONTEMPLATED FOR DIRECT PURCHASE BY THE OWNER

- A. The following is a preliminary listing of ODP Goods, which the Owner MAY elect to purchase directly from the Contractor's or its Subcontractors' vendors pursuant to the provisions set forth herein:
1. Any and all materials used on the project which are deemed appropriate by Owner for direct purchase.

END OF SECTION 01019

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EXHIBIT A:
ODP PURCHASE ORDER PROCEDURES
(Routing procedures for processing Reedy Creek Improvement District's Owner Direct Purchase Orders)

This document sets forth the procedures for establishing a tax-exempt Purchase Order between a given Vendor and Reedy Creek Improvement District ("RCID") to facilitate the purchase of goods (materials) that will be incorporated into permanent improvements constructed over, upon or under property owned by RCID. This document outlines the process, sequentially, and specifies the separate and collective duties of the Contractor, the Owner's Representative, RCID's internal Construction Manager, RCID's Contract Support Specialist and RCID's Sr. Project Accountant. Any use of the aforementioned titles in this document refers to the named titleholder or his/her duly appointed delegate.

Step 1: Preparation and Submittal of Purchase Requisition

1. Owner's Representative provides Contractor with a written list describing which materials RCID intends to purchase directly.
2. Contractor provides Owner's Representative with a completed **ODP Purchase Order Requisition Form**, together with Vendor's signed price quotation and any supplemental Contractor's or Vendor's terms and conditions. Any discounts for early payment of subsequent invoices must be identified on the face of the corresponding price quotation(s).
3. Owner's Representative reviews Contractor's ODP Purchase Order Requisition Form and confirms that Vendor's price quotation and any supplemental Vendor terms and conditions, are acceptable. Any terms and conditions that appear to conflict with RCID's standard Purchase Order terms and conditions shall be submitted to RCID's Contract Support Specialist for review and disposition.
4. Owner's Representative completes RCID Purchase Order Request form which will include an Owner authorized contingency allowance in an amount determined solely by RCID's internal Construction Manager and shall include such allowance in the total Purchase Order amount.
5. Owner's Representative transmits the completed RCID Purchase Order Request form and Contractor's Purchase Order request package to RCID's internal Construction Manager or to his/her appointed delegate.

Step 2: Routing Purchase Order Approval: Preparation and Distribution

1. RCID's internal Construction Manager or his/her appointed delegate routes the Contractors Purchase Order Request Package through RCID's electronic purchase requisition system for RCID's internal approvals.
2. Subsequent to receipt of RCID approvals, RCID's Contract Support Specialist prepares the Purchase Order, sends an electronic copy of the Purchase Order to the Vendor and concurrently transmits an electronic copy of the Purchase Order to RCID's Sr. Project Accountant, RCID's internal Construction Manager and RCID's Owner's Representative. All attachments to the Purchase Order shall accompany each electronic copy of the Purchase Order sent to the Vendor, the RCID Construction Manager and the Owner's Representative.

Step 3: Receiving of Goods, Review, Validation and Processing of Purchase Order Invoices.

1. Upon receipt of the original Vendor invoice, RCID's Sr. Project Accountant shall promptly forward same to the Owner's Representative or to RCID's internal Construction Manager. Upon receipt, the recipient shall enter the Vendor's original invoice into the Invoice Summary Section of the **ODP Pay Request Form**, and shall be responsible for facilitating any and all coordination required with and between the Contractor and the Vendor in order to ascertain that the goods (materials) purchased via the subject Purchase Order have been received, that such goods correspond to those described in the Purchase Order, that they appear to be free from defects in material or workmanship, that all quantities of such received goods are accurate and that all amounts sought by the Vendor for remittance are valid and conform in all material respects with the Purchase Order amount(s) and the Purchase Order terms and conditions. The Owner's Representative or RCID's internal Construction Manager shall then forward the Purchase Order invoice and all supporting documentation to the Contractor for review and validation. Provided that the invoice is determined to be correct, the Contractor completes and submits to the Owner's Representative or to RCID's internal Construction

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-
- Manager, the **Contractor's Vendor Invoice Affirmation Letter (Exhibit A-Attachment 1)**. In instances when the subject Purchase Order Invoice is found to be erroneous or discrepant, the Contractor shall be responsible for promptly notifying the Vendor of any required actions necessary to process the Vendor's invoice for payment, including but not limited to, revision of any erroneous or discrepant invoice quantities and/or corresponding prices or for acquiring credit memoranda from the Vendor. Once all necessary corrections are made by the Vendor to the subject Purchase Order Invoice, the Contractor shall complete and submit same to the Owner's Representative or to RCID's internal Construction Manager, together with the Contractor's Purchase Order Invoice Affirmation Letter.
2. Upon receipt of the Contractor's Purchase Order Invoice Affirmation Letter and the subject Purchase Order Invoice, the Owner's Representative or RCID's internal Construction Manager shall prepare the ODP Pay Request Package, which consists of the completed, owner-provided **ODP Pay Request Form**, the approved Vendor invoice, the completed **Owner's Representative Invoice Affirmation Letter (Exhibit B- Attachment 2)**, and the completed Contractor's Purchase Order Invoice Affirmation Letter, and transmits it to RCID's Construction Manager, who in turn transmits all aforesaid documentation to RCID's Sr. Project Accountant for processing of payment.

Reconciliation of Quantity Overruns of Owner Direct Material Purchases (Owner's Representative)

1. As the project progresses, the total executed RCID Purchase Order amount may be exceeded due to quantity overruns. If the amount of authorized Contingency Allowance is less than the amount of the total cost of overruns, then a Change Order to the Purchase Order will be required. In such instances, and after confirming the additional quantity supplied by the Vendor, the Owner's Representative shall complete the RCID Purchase Order Request form with the Change Order 'box' check marked and the words "Change Order No. (XX)" written below the Purchase Order Number. Owner's Representative transmits the completed RCID Purchase Order Request form to RCID's internal Construction Manager or to his/her appointed delegate, who shall in turn process the request through the Owner's electronic purchase requisition system.

Purchase Order Closeout

1. When all materials associated with the Purchase Order have been satisfactorily delivered to the Project by the Vendor and there are no known unresolved time or money issues, the Contractor shall promptly notify the Owner's Representative that the Purchase Order can be closed out.
2. The Owner's Representative shall promptly verify the project record of total amount of materials purchased from and paid to Vendor(s) under the Purchase Order and request closeout of the Purchase Order by submitting a final reconciliation of the Purchase Order to RCID's Sr. Project Accountant.
3. RCID's Sr. Project Accountant will validate the final reconciliation of the Purchase Order against RCID's financial system to confirm there are no unresolved financial concerns that will impede or prevent timely closeout of the Purchase Order. In instances when the final reconciliation of the Purchase Order is materially incorrect, RCID's Sr. Project Accountant will return the closeout request to the Owner's Representative for additional review and resolution of the identified issues. Once all necessary corrections have been made, the Owner's Representative will resubmit the closeout request and corrected final reconciliation of the Purchase Order to RCID's Sr. Project Accountant.
4. RCID's Sr. Project Accountant will prepare the closeout letter for the Purchase Order and send it electronically to the Vendor for confirmation that all undisputed invoice amounts were paid by RCID and there are no unresolved time or money issues with the Contractor. RCID's Contract Support Specialist and the Owner's Representative will be included on the electronic communication to the Vendor.
5. Purchase Order Closeout documentation is complete upon RCID's Sr. Project Accountant's receipt of the signed closeout letter from the Vendor. Absent a response from the Vendor, the Purchase Order will be closed out at the expiration of the response window outlined in the closeout letter. RCID's Sr. Project Accountant will forward an electronic copy of the signed closeout letter or notification of non-response and response window expiration to RCID's Contract Support Specialist and the Owner's Representative to formally conclude the closeout process.

END

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Section 01019B
Owner Purchased Products
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EXHIBIT B- ATTACHMENT “1”

CONTRACTOR’S VENDOR INVOICE AFFIRMATION LETTER

(Remove this Line and Print on Company Letterhead)

Date: _____

(Owner’s Representative Co. Name)
Attn: (Owner’s Representative Contact)
Address (Owner’s Representative Address)
Address (Owner’s Representative Address)

RE: **Project Name:**
 Project No.:
 Contract No.:

Subject: **Vendor’s Name – ODP**
 Purchase Order No.:

Dear _____:

Please find attached **Invoice No.** _____ from **Vendor’s Name, dated** _____, **Contractor’s Company Name** confirms that; (1) we’ve received the materials on the attached invoice and found them to be properly manufactured and in a serviceable condition, (2) the materials have been manufactured and are properly stored at **Vendor’s Name** manufacturing plant or (3) a combination of (1) and (2) to satisfy the disposition of the material.

Contractor’s Name recommends that Reedy Creek Improvement District “RCID” make payment to **Vendor’s Name** for **Invoice No.** _____ in the amount of \$_____.

If you require any further information, please let us know.

Respectfully,

(Contractor’s Company Name)

Name
Title

Attachment(s)

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Owner Purchased Products
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EXHIBIT C- ATTACHMENT “2”

OWNER’S REPRESENTATIVE VENDOR INVOICE AFFIRMATION LETTER

(Remove this Line and Print on Company Letterhead)

Date: _____

Reedy Creek Improvement District “RCID”
Attn: Project Accounts Payable
PO Box 10170
Lake Buena Vista, FL 32830-0170

RE: **Project Name:**
 Project No.:
 Contract No.:

Subject: **Vendor’s Name – ODP**
 Purchase Order No.:

Dear _____:

Please find attached **Invoice No.** _____ from **Vendor’s Name, dated** _____. along with a summary of the ODP invoice for the subject project. We have reviewed the invoice and based on plant and on- site observation; the materials have been properly manufactured.

We recommend Reedy Creek Improvement District “RCID” make payment to **Vendor’s Name** for **Invoice No.** _____ in the amount of \$_____.

If you require any further information, please let us know.

Respectfully,

(Owner’s Representative Co. Name)

Name
Title

Attachment(s)

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Section 01020
Electronic Document Processing Service
June 30, 2023

SECTION 01020
ELECTRONIC DOCUMENT PROCESSING SERVICE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. In order to expedite the electronic review process and to minimize the expense associated with creating and transmitting paper documents, the Owner subscribes to multiple web-based, centralized file sharing and document control services, known separately as NewForma® and BIM360® or others as the Owner may identify from time to time. Accordingly, the Consultant shall process all documents supporting the project to which the Contractor's contract pertains, either via Bim360® or NewForma® as directed by the Owner.
- B. Sending documents via email, FTP or paper will not be accepted absent the express permission of the Owner's designated document control administrator (hereafter "Administrator"), which permission shall not be unreasonably withheld.
- C. The fee for the web-based software shall be paid by the Owner. The number of users directly employed by the Contractor will not be limited.
- D. The Contractor shall use the web-based software to provide and update status logs, reports, searching and automated notifications.
- E. The web-based software includes the following modules:
 - 1. Submittals
 - 2. Submittal Register
 - 3. RFIs (Request for Information)
 - 4. Field Reports
 - 5. Pay Applications
 - 6. Storage for Construction Documents and Specifications
 - 7. Revision Documents (ASI, CCD, PR, PCO, COR, CO, etc)
 - 8. Meeting Minutes
 - 9. Gantt charts and milestones.
- F. The web-based software provides integrated web-based markup tools. All users shall be able to modify ("markup") a centralized file to eliminate redundancy of file modification efforts.
- G. The Contractor shall utilize NewForma® or Bim360® as directed by the Owner to automatically route documents to the Owner, its separate consultants, and its separate contractors, project, program and construction managers to ensure that documents will automatically be sent to design team and construction team users based on trade or discipline. The Owner will designate a single person as Administrator of each system and that person shall, among other things, grant specific user interface permissions and restrictions based upon each individual user's need, and for which the Administrator shall have sole and absolute discretion.
- H. NewForma® will provide one (1) training session to the Contractor by way of web conference at no cost to the Contractor, which shall be attended simultaneously by all of Contractor's users engaged to perform Services under the Agreement. Additional training sessions, if needed, can be arranged through the Administrator with NewForma® but the cost for such additional training sessions, if any, shall be at Contractor's sole expense.

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-
- I. NewForma® will include a downloadable, offline archive of all project data.
 - J. The NewForma® web-based software will provide tools for the Owner's various consultants to respond to submissions made by the Contractor. Those consultants are obligated to respond to such submissions via NewForma®. The Contractor shall utilize NewForma® to review and correspond with respect to such responses.
 - K. Color samples and other submittals requiring physical review shall be logged into the system and delivered to its appropriate recipient by mail or courier.
 - L. NewForma® may be contacted at: Newforma Project Cloud, www.newformaprojectcloud.com or at telephone 800-303-4650.
 - M. The Contractor acknowledges that it has reviewed the terms of use required by NewForma® (<http://www.newformaprojectcloud.com/terms-of-use>) and BIM360® and further stipulates that it will accept the standard terms of use and shall utilize NewForma® and/or BIM360® for the purposes stated herein.

END OF SECTION 01020

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Section 01021
Allowances
June 30, 2023

**SECTION 01021
ALLOWANCES**

1.01 SPECIFIC CASH ALLOWANCES

- A. Allowances include only the costs for items described in paragraphs B and C, below. All overhead, profit, general conditions, tools, miscellaneous expenses, and all other things necessary to complete the Work shall be included by the Contractor in the Contract Sum.
- B. The cost of each “furnish and install” allowance, unless specifically described otherwise, shall include:
1. The cost of the product to the Contractor, less any applicable trade discounts.
 2. Delivery to the site.
 3. Applicable taxes.
 4. Installation labor, including worker’s compensation, social security, paid benefits, and other applicable labor taxes.
- C. In addition to the amount of each “material only” allowance, Contractor shall include the following costs:
1. The cost of the product to the Contractor, less any applicable trade discounts.
 2. Delivery to the site.
 3. Applicable taxes.
- D. List of Allowances:

NOT APPLICABLE

1.02 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.

1.03 ADJUSTMENT OF COSTS

- A. If the aggregate costs of the allowance items exceed the allowance aggregate total, the Contractor shall receive an additive change order for the difference plus a percentage mark-up per the terms of the Contract. If the aggregate costs of the allowance items are less than the allowance aggregate total, the Contractor shall receive a deductive change order for the difference less any other allowable deductions pursuant to the terms set forth in the Contract.
- B. Submit all requests for anticipated additional costs at the site, or other expenses caused by selection under the Allowance, prior to purchase and execution of the Work of the selected item.

1.04 CONTRACTOR’S RESPONSIBILITIES

- A. Identify the selection dates required to meet the Construction Schedule.
- B. Assist Owner’s Representative and Engineer/Architect in determining qualified suppliers or subcontractors.
- C. Obtain competitive Bids from at least 3 separate suppliers or subcontractors. Notify Owner’s

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Section 01021
Allowances
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Representative of any reasonable objections Contractor may have against any party under consideration prior to solicitation of Bids.

- D. Make appropriate recommendations for the consideration of the Owner's Representative and Engineer/Architect.
- E. Upon notification by the Owner's Representative, execute purchase agreement or subcontract with selected party.
- F. Administer the Work in accordance with the provisions of the Contract Documents.

END OF SECTION 01021

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Section 01041
Project Coordination
June 30, 2023

**SECTION 01041
PROJECT COORDINATION**

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Contractor is responsible for all project coordination.

1.02 DUTIES OF CONTRACTOR

- A. The following requirements are not to be construed as setting limits on the Contractor's responsibilities, but intend to guide the Contractor in the administration of its responsibilities.
- B. Coordinate work of all subcontractors.
- C. Establish on-site lines of authority and communication. Schedule and conduct progress meetings among Owner's designated representatives and subcontractors.
- D. Construction schedules:
1. Prepare detailed schedule of contractor's operations and for all subcontractor's on project.
 2. Monitor schedules as Work progresses.
 - a. Identify potential variances between scheduled and probable completion date.
 - b. Recommend in writing to the Owners Representative any adjustments in schedule to meet required completion date.
 - c. Provide written summary reports of each monitoring.
 - d. Document all changes in the schedule to the Owners Representative in writing.
 3. Observe Work to monitor compliance with schedule.
 - a. Verify that labor and equipment are adequate to meet and maintain the schedule for the Work.
 - b. Verify that product deliveries are adequate to meet and maintain the schedule for the Work.
 - c. Report any noncompliance to the Owners Representative, with recommendations for remedy.
 - d. Verify that adequate services are provided to comply with requirements for Work and climatic conditions.
 - e. Verify proper maintenance and operation of temporary facilities.
 - f. Administer traffic and parking controls for construction workers.
 4. Changes:
 - a. Recommend necessary or desirable changes to the Owners Representative.
 - b. Review subcontractors' requests for changes and substitutions. Submit recommendations to the Owners Representative.
 - c. Provide appropriate justification and documentation of the actual costs of any Change Order in a manner acceptable to Owner.
 5. Permits and fees: Verify that all subcontractors have obtained all required permits.
 6. Inspections and testing:
 - a. Inspect Work to assure that it is performed in accord with requirements of the Contract Documents.
 - b. Arrange with the Owners Representative for special inspections or testing when required.
 - c. Reject work which does not conform to the requirements of the Contract Documents.
 7. Coordinate testing laboratory services:
-

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Section 01041
Project Coordination
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- a. Notify the Owners Representative of test schedule.
 - b. Verify that required personnel are present during test.
 - c. Verify that specified tests are made as scheduled.
 - d. Verify compliance of test results with specified criteria.
 - e. Operation of heavy construction equipment and/or compaction equipment shall be no closer than 200 feet from density test while test is in progress.
- E. Interpretations of Contract Documents:
 1. Consult with the Owners Representative to obtain interpretation or clarifications for any portions of Contract Documents, which may be unclear or ambiguous.
 2. Assist in answering of questions which may arise.
 3. Transmit written interpretations to interested parties.
- F. Administer processing of shop drawings, product data and samples.
- G. Owner-Furnished products: Accept delivery, arrange storage, protection, and security.
- H. Maintain reports and records at job site:
 1. Daily log of progress of work and other pertinent data.
 2. Records:
 - a. Contracts.
 - b. Purchase Orders.
 - c. Materials and equipment records, including record of Owner-furnished products.
 - d. Applicable handbooks, codes and standards.
 - e. Labor man-hours expended for each trade on Work site.
 3. Obtain information from subcontractors and maintain record documents.
 4. At completion of project, deliver all records, as-builts, operating and maintenance manuals and warranty documentation to the Owner's Representative for turnover to Owner.
 5. Assemble documentation for handling of any claims or disputes that may arise.
- I. Ensure that specified daily cleaning is done during progress of Work and at completion of Contract.
- J. Partial Owner Occupancy: Schedule early completion of any areas which may be designated by the Owners Representative for Owner's use prior to Substantial Completion of entire Project.
- K. Substantial Completion:
 1. Upon determination of Substantial Completion of Work or portion thereof, prepare for the Owners Representative a list of incomplete or unsatisfactory items.
 2. Upon Owner's certification of date of Substantial Completion, supervise correction and completion of the Work.
- L. Final Completion:
 1. Upon determination that Work is finally complete:
 - a. Submit written notice to the Owners Representative that Work is ready for final inspection.
 - b. Secure and transmit to the Owners Representative required closeout submittals.

1.03 WORK OF OTHER CONTRACTORS

- A. Access:
-

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Section 01041
Project Coordination
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1. During the course of the Work, the Contractor will make available to other contractors certain parts of the landscaped areas, for the installation of utilities and other items.
2. Other contractors will be working on adjacent sites and may require continued access through the project site.

1.04 STORAGE AND DISPOSAL OF MATERIALS

- A. The materials from excavations and those used in the construction of the Work shall be deposited in such a manner that they will not endanger the work and that free access may be had at any time to all hydrants, valves and gates in the vicinity of the Work. The suitable material shall be stockpiled where and as approved to provide a minimum of obstruction and the stockpiles shall be kept trimmed up in such a manner as to be of as little inconvenience as possible to travel of the adjoining contractors. Any unsuitable material including trash, debris, or excavated material shall be removed and disposed of by the Contractor off property within 24 hours. Removal and disposal shall be in accordance with the current disposal requirements outlined within Section 01010- Summary of Work.

END OF SECTION 01041

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Section 01045
Cutting and Patching
June 30, 2023

**SECTION 01045
CUTTING AND PATCHING**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Execute cutting (including excavating of earth) and fitting or patching of work required to:
 - 1. Make several parts fit properly.
 - 2. Uncover work to provide for installation of ill-timed work.
 - 3. Remove and replace work not conforming to requirements of Contract Documents.
 - 4. Remove and replace defective work.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Install specified work in existing construction.
- B. In addition to Contract requirements, upon written instruction of Owner or Owner's Representative.
 - 1. Uncover work to provide for Owner's and Owner's Representative observation of covered work.
 - 2. Remove samples of installed materials for testing.
 - 3. Remove work to provide for alteration of existing work.
- C. Do not cut or alter work of another contractor without consent of Owner or Owner's Representative.

1.02 SUBMITTALS

- A. Prior to doing any cutting, which would affect structural safety of structure, submit written notice to the Owner's Representative requesting consent to proceed with cutting.
- B. Should conditions of Work or schedule require change of materials or methods, submit written recommendations to the Owner's Representative including:
 - 1. Conditions indicating change.
 - 2. Recommendations for alternative materials or methods.
 - 3. Submittals as required to obtain approval for substitutions.
- C. Submit written notice to Owner's Representative designating time work will be uncovered to allow observation.

1.03 PAYMENT FOR COSTS

- A. Costs caused by ill-timed or defective Work, or Work not conforming to Contract Documents, including the compensation for the additional engineering services made necessary thereby: party responsible for ill-timed rejected, or non-conforming Work.
- B. Work done on instructions of the Owner or its Representative other than defective or non-conforming Work: the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS

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Cutting and Patching
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- A. Materials for replacement of work removed: comply with Specifications for type of work to be performed.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching, excavating, and backfilling.
- B. After uncovering Work, inspect conditions affecting installation of new products.

3.02 PREPARATION

- A. Prior to cutting, shore, brace, and otherwise support involved portions as required to maintain structural integrity.
- B. Provide protection for other portions.
- C. Provide protection from elements.

3.03 PERFORMANCE

- A. Fit and adjust products to provide finished installation to comply with specified tolerances and finishes.
- B. Perform excavating and backfilling as specified in Sections requiring same.
- C. Execute cutting and removal only to the extent necessary.
- D. Restore Work, which has been cut or removed: install new products to provide completed Work in accord with requirements of Contract Documents.
- E. Refinish entire surfaces as necessary to provide an even finish.
 - 1. Continuous surfaces: to nearest intersections.
 - 2. Assembly: entire refinishing.

END OF SECTION 01045

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Section 01050
Field Engineering
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**SECTION 01050
FIELD ENGINEERING**

PART 1 – GENERAL

1.01 LINE AND GRADE

- A. Contractor shall be responsible for the accuracy of the construction line and grade.
 - 1. Employ a Florida licensed land surveyor to establish and maintain all lines and levels necessary for the locations and construction of the Work.
 - a. Submit qualifications of individual responsible for survey to Owner's Representative for approval.
- B. Contractor shall verify grade on the drawings with existing grade, and notify the Owner's Representative of any discrepancies before proceeding with the Work.
- C. Contractor shall maintain the survey provided by others on behalf of the Owner. All additional survey work required shall be the responsibility of the Contractor.
- D. All offsets on the survey provided by others on behalf of the Owner will be as agreed upon between the Owner's Representative and Contractor and verified by the Owner's Representative or Engineer/Architect.
- E. Compliance of work shall be in accord with Minimum Technical Standards of Chapter 61G17-6, Florida Administrative Code, and in particular "61G17-6.005" Construction Layout, Record or As-built, Quantity and Rights of Way Surveys."

1.02 OWNER'S RESPONSIBILITIES

- A. Owner will provide vertical and horizontal control points. Control points will be provided within the proximity of the limits of construction at a location determined by the Owner's Representative.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. All surveying, engineering and layout required for the work other than that which is supplied by others on behalf of the Owner as listed above.
- B. All layout, offsets, engineering, grades, etc., required to perform all work related to his installation.
- C. Verify that all underground utilities are in their proper location prior to backfilling.
- D. Verification and/or recording of existing utilities encountered.
- E. The Contractor shall coordinate and confirm all the survey benchmarks with the Owner's Representative. The Contractor shall provide survey control support services to the Owner's Representative at no additional cost within the project limits.
- F. The Contractor shall survey, locate and flag the limits of construction, property boundaries, restricted management areas, etc. when requested by the Owner's Representative.

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- G. Provide surveying required for the preparation of the Record Documents and As-Built Drawings.

END OF SECTION 01050

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Section 01202
Progress Meetings
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SECTION 01202
PROGRESS MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. *The Owner's Representative will schedule and administer Project meetings during the progress of the Work.*
- B. Meetings required will include:
1. Pre-Construction meeting
 2. Weekly Progress meetings
 3. Weekly Safety meetings.
- C. Owner Representative's duties:
1. Notify participants at least 48 hours in advance of meeting date.
 2. Facilitate meeting, record minutes and distribute copies to participants and all others affected by the decisions.
- D. Attendance is required by:
1. Owner and/or Owner Representative(s).
 2. Contractor's job superintendent and Project Manager.
 3. Major subcontractors and suppliers.
 4. Contractor's designated safety representative at the safety meetings.
 5. Others affected by the Work and decisions involved.
- E. Agenda items shall include:
1. Review of work progress.
 2. Status of progress schedule and required adjustments.
 3. Schedules for deliveries.
 4. Status of submittals.
 5. Adherence to quality standards.
 6. Pending changes and substitutions.
 7. All other items affecting Work progress.
 8. Review of Contractor's Record Drawings.
 9. Safety concerns.
 10. Contractor-furnished Four Week Look Ahead Schedule.

END OF SECTION 01202

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Section 01310
Construction Schedule
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**SECTION 01310
CONSTRUCTION SCHEDULE**

PART 1 - GENERAL

1.01 GENERAL

- A. Prepare and provide projected construction schedules for entire work in a logic bar graph, Critical Path Method (CPM) or combination thereof in a format which will be acceptable to the Owner. Revise monthly, or otherwise directed by the Owner.
- B. Coordination:
 - 1. It will be the responsibility of the Contractor to coordinate schedules of its own and its subcontractor's schedules as well as construction efforts by others as directed by the Owner or Owner's Representative.
 - 2. Final schedules are subject to concurrence by the Owner and Owner's Representative as regards to activity description, logic, sequence, duration and resources required.

1.02 FORM OF SCHEDULES

- A. Contractor prepares and provides the following construction schedule in a format and system acceptable to the Owner and Owner's Representative.
 - 1. Summary Milestone Schedule: Submit a computer generated bar chart schedule broken down by the major project areas. Format shall be consistent with the format as provided by the Owner's Representative. Required milestones will be subject to Owner's and Owner's Representative's acceptance.
 - 2. Detailed Network Schedule - Either overall basis and/or by sub-networks as may be requested by the Owner's Representative. Manpower resources by activity should be indicated if requested by the Owner or Owner's Representative.
 - 3. Horizontal Bar Chart:
 - a. Provide separate Horizontal Bar Column for each trade or operation indicating manpower resources if requested by the Owner or Owner's Representative.
 - b. Order: Chronological order of beginning of each item of work.
 - c. Identify each bar column by distinct graphic delineation.
 - d. Horizontal Time Scale: Identify first work day of each week, length of work week, and shifts involved.
 - e. Scale and Spacing: To allow space for updating.

1.03 CONTENT OF SCHEDULES

- A. Provide complete sequence of construction by activity.
 - 1. Shop Drawings, product data and samples, submittal dates and dates approved copies will be required, etc., should be indicated if requested by the Owner or Owner's Representative.
 - 2. Permitting application and processing.
 - 3. Product procurement, fabrication duration, shipping dates and on-site availability should be indicated if requested by the Owner or Owner's Representative. Contractor will prepare format which shall include names of subcontractors; description of material; manufacturers and vendors with address, phone number and person to contact, order number, shop drawings and samples status, manufacturing lead time, shipping dates, proposed delivery date, format of shipping, date material is required and commitments from manufacturers

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- or vendors on their letterhead.
 4. Dates for beginning and completion of each element of construction.
 5. Decision dates for selection of finishes and products may be required by the Owner or Owner's Representative.
 6. Restraints reflecting impact of related work.
 7. Activities as directed by the Owner or Owner's Representative when required to interface activities performed by the Owner or other Contractors.
 8. Detailed sub-schedule and special area schedules as directed by the Owner or Owner's Representative to define critical areas of work.
 9. The Owner's Representative shall receive and review updates from the Contractor on the 25th of each month indicating the ACTUAL work status through the 20th day of the month, or more/less often when directed to do so by the Owner's Representative.
 - a. Schedule submission shall be made as part of the monthly Application for Payment.
 10. All schedules shall reflect cost loading.

1.04 CONTRACTOR'S RESPONSIBILITIES

- A. Coordinate the scheduled work of all its subcontractors.
- B. Incorporate the work of all subcontractors into the construction schedules.
- C. Provide schedule update information of all subcontractors.
- D. Maintain a management organization to fulfill the requirements of this Section.
- E. Attend and participate in scheduling meetings as may be requested by the Owner or Owner's Representative.

1.05 OWNER'S RESPONSIBILITIES

- A. Owner may provide technical assistance to Contractor in preparation of its construction schedule.

1.06 SCHEDULE MAINTENANCE PROCEDURES

- A. Milestone Schedule: Within 10 calendar days of Award of this Contract, the Contractor shall provide the following:
 1. A Summarized Milestone Schedule, prepared as a computer generated time-scaled CPM diagram in precedence diagramming format, identifying the major areas of the Project. Milestone Schedule shall identify all established milestones specified in the Contract Documents, to constitute one complete program for the entire work.
 2. The Summarized Milestone Schedule shall be used for the life of the Contract to delineate the interdependence and order of construction of the project Work areas. Also, it shall be employed as a framework for developing the Detailed Network Schedule described below.
 3. The Owner reserves the right to reject any submitted schedule by the Contractor, if, in the view of the Owner, said schedule reflects unreasonable assumptions on the part of the Contractor, its subcontractors or Owner's other Contractors. The Contractor shall be responsible for resubmitting within five (5) working days the actual reflection of current and projected status.
- B. Network Schedule: Within 10 calendar days of Owner's Representative's approval of the Summary Milestone Schedule, the Contractor shall provide the following:

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1. A Detailed Network Schedule shall be prepared as a CPM logic diagram in precedence diagramming format. The detailed network schedule shall identify the work to be performed in order to support the Master Milestone Schedule.
2. The Detailed Network Schedule shall be utilized to monitor progress and shall, therefore, be maintained throughout the duration of the Project.
3. Activities represented on the Detailed Network Schedule shall dovetail the summary milestone schedule so as to constitute one complete program for the whole of the project.
4. The Contractor shall provide a detailed successor/predecessor report, in a format acceptable to the Owner's Representative, sorted by major project area. This report shall also include the duration of each activity and logic relationship.
5. The Contractor shall submit both a printed copy and an electronic copy to the Owner's Representative containing this information.

Updating:

1. Show all changes, which have occurred since the previous update and submittal. Provide the following update information:
 - a. Progress of each activity.
 - b. Completion dates.
 - c. Activities modified.
 - d. Revision of schedule restraints.
 - e. Revision in duration to any activities.
 - f. Revision of resources.
 - g. With each schedule update, provide a NARRATIVE REPORT, including: current and anticipated delay factors and their impact on the schedule.
 - h. Corrective action taken or proposed and its effect or intended effect on schedule.
 - i. Detailed description of revisions to schedule.

1.07 SUBMITTALS

- A. Submit to the Owner's Representative, one electronic copy and one hard copy of the Summary Milestone Schedules within 10 days after Award of Contract.
- B. Submit to the Owner's Representative, one electronic copy and one hard copy Detailed Network Schedule within 14 calendar days of approval of Summary Milestone Schedule.
- C. On the 25th of each month (along with the monthly Application for Payment), submit one hard copy of the previous Detailed Network Schedule with annotations showing status and changes as required by paragraph 1.06.C.1. and an electronic copy of the updated Detailed Network Schedule reference progress to the update data.
 1. Along with updated schedules, submit NARRATIVE REPORT.
 2. Submit additional detailed network logic necessary to fulfill the requirements described in paragraph 1.06.B. above.
 3. Submit updated Summarized Milestones Schedule to reflect current project status. Identify any changes invoked or contemplated to the original program plan.
 4. Submit an electronic copy containing the detailed network schedule.

END OF SECTION 01310

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Section 01315
Contract Time, Sequencing and Timing of Work
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SECTION 01315
CONTRACT TIME, SEQUENCING AND TIMING OF WORK

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Refer to **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION** and **SPECIAL CONTRACT CONDITIONS** for general requirements; relating to contract time, commencement or work, progress, and completion.

1.02 PROGRESS

- A. The work shall be prosecuted at such rate of progress as will insure meeting the specified milestone dates, as well as Substantial and Final Completion within the Contract Time. By execution of the Contract, the Contractor represents he has analyzed the Work, the materials and methods involved, the systems involved, availability of qualified mechanics and unskilled labor, restrictions of the site, constraints imposed, his own work load and capacity to perform the Work and agrees that the specified times are reasonable considering the existing conditions at the site, usual working conditions, climatic conditions prevailing in the locality of the Work, and other factors, with reasonable allowance for variations from average, typical or ideal conditions.

1.03 RESERVED

1.04 DEPARTURES

- A. From time to time as Work progresses, departure from the schedule may occur to changes in the Work or delays or acceleration of one or more activities. The Contractor shall receive no compensation for those departures, other than a time extension, if applicable.

1.05 COMMENCEMENT OF WORK

- A. Work at Site: The Contractor shall commence the work promptly following its receipt of a Notice to Proceed unless otherwise directed by the Owner's Representative.
- B. Insurance: No work shall commence at the site until proper insurance certificates have been submitted by the Contractor and approved by the Owner's Representative.

1.06 MILESTONE COMPLETION DATES

- A. Assumption: Milestone completion dates are predicated on issuing the Notice to Proceed on or before **N/A**.
- B. Milestone Dates: Milestone Completion Dates are as described within this specification, Section 1.07 Project Construction Constraints.
- C. General Comment:
1. Coordination of the drainage, mechanical and electrical work, particularly in areas of congestion, shall be accomplished by all Contractors involved in each particular area.
 2. The schedule provides that the entire project be turned over to the Owner as per the Project Milestone Schedule entitled Exhibit "B" of the Agreement.

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1.07 PROJECT CONSTRUCTION CONSTRAINTS

- A. SPECIFIC CONSTRAINTS: Other than those constraints noted elsewhere within the Contract Documents, the specific construction schedule constraints are part of this Work and have been incorporated into the Project Milestone Schedule noted as Exhibit B of the Agreement.
- B. GENERAL CONSTRAINTS: Other than those noted elsewhere within the Contract Documents, the following general construction schedule constraints are part of this Work:
 - 1. From time to time special events may be scheduled adjacent to the Project Site. During such events, the Contractor may be requested to restrict its operation and construction to avoid impacts to guests and visitors.

END OF SECTION 01315

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Section 01325
Scheduling of Work
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SECTION 01325 SCHEDULING OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. The Contractor shall perform the Scheduling of the Work requirements as further defined herein and summarized as follows:
 - 1. Overall Requirements.
 - 2. Incorporation of Contract Milestones and associated Definitions into planning and scheduling of the Work.
 - 3. Provide and update a Contract Schedule.
 - 4. Provide and update a Submittal Schedule.
 - 5. Provide and update a Material Procurement Schedule.
 - 6. Provide and update Completion Lists & Punch Lists.
 - 7. Attend regular Schedule Reviews and provide updates and reports as required.
- B. Other references:
 - 1. Specification 01370 – Schedule of Values.
 - 2. Specification 01330 – Submittal Procedures.

1.02 OVERALL REQUIREMENTS

- A. All costs associated with compliance with this Section shall be included in the Contract Sum. All Schedules to be provided by Contractor shall fully integrate the work of all Subcontractors, Sub-subcontractors, adjacent separate contractors, and major suppliers and must comply fully with the Contract Milestones identified herein.
- B. Failure to comply with requirements:
 - 1. If Contractor fails to comply with the requirements specified herein, Owner reserves the right, but will not be required, to engage an independent scheduling consultant or provide its own expertise to fulfill those requirements, and back-charge Contractor an amount equal to the payment Contractor would have been due had it self-performed the delinquent or non-complying work.
 - 2. In such event, Owner will require the participation of Contractor to ensure that the information produced accurately reflects Contractor's plan to execute the Work and the progress of the Work, in compliance with the Contract.
 - 3. If Contractor fails to promptly cooperate by participating with Owner or its Consultant in developing or in implementing the jointly-developed Schedule, Owner will complete the effort to the best of its ability with the information provided by Contractor and issue that Schedule for the mandatory and immediate utilization by Contractor in a unilateral Change Order to the Contract.

1.03 CONTRACT MILESTONES

- A. Contract Milestones are date specific “events” which may or may not be on the critical path of the Work at which certain portions of the Work must be complete in order for Contractor to be in compliance with the Contract. Contract Milestone Definitions more specifically describe what is expected of the Contractor at these dates. Contractor shall comply with these definitions and Owner

will monitor Contractor's performance against these milestone dates and definitions.

1. Where "complete" is used in the description of a Contract Milestone, it shall be construed to mean that all portions of the Work which occur in the indicated area or zone are complete, are accepted by Owner and are suitable for recognition by Owner of Substantial (or Partial Substantial) Completion as defined in Article 9 of the General Conditions (notwithstanding that such recognition by Owner may be reserved until all Work of the Contract is Substantially Complete, at Owner's sole discretion), and that no further duties or obligations of Contractor remain unfulfilled in that area or zone.
- B. Contractor shall identify all Contract Milestones in its schedule submittals, whether or not Owner has identified those dates in the Bidding or Contract Documents. Contract Milestones, whether specified by Owner or Contractor's schedule submissions, shall be conspicuous in all Contractor-submitted schedules, and shall serve as an essential instrument of measurement by Owner of Contractor's compliance with the terms of the Contract.
- C. Failure by Contractor to achieve Contract Milestone(s) may result in Owner availing itself of contractual remedies, as required, in order to regain the Contract Schedule.

1.04 CONTRACT SCHEDULE

- A. The initial Contract Schedule shall be submitted for Owner's review within 14 days after Notice to Proceed as specified in Section 01330.
- B. Contractor shall as defined herein, provide a Contract Schedule and updating of same.
 1. Contract Schedule shall incorporate the Schedule of Submittals and updating of same.
 2. Contract Schedule shall incorporate the Material Procurement Schedule and updating of same.
- C. The accepted Contract Schedule will supersede all "interim" Contract Schedules.
- D. Contractor shall utilize Primavera Project PlannerTM for Windows[®] ("P6"), Sure Track software (latest version) by Primavera Systems, Inc., Microsoft Project, or other scheduling system approved by the Owner, and employ the Critical Path Method ("CPM") in development and maintenance of the Contract Schedule network in Precedence Diagram Mode ("PDM").
 1. The schedule shall incorporate activity descriptions, sequence, logic relationships, duration estimates, resource-loading and other information as defined herein.
 2. The schedule shall include all Contract Milestones defined herein and/or by Contractor's Proposal Schedule, as well as all engineering, fabrication and delivery dates required to support Contract Milestones.
 3. Activities to be integrated and shown in the schedule shall include, in addition to all construction activities: milestones representing Contractor's submittal dates of all critical submittals, and activities representing Owner's review period of each submittal (which review period shall in no case be scheduled for less than 21 calendar days); Contractor's procurement of materials and equipment; manufacture and/or fabrication, testing and delivery to the Job Site of special material and major equipment; equipment installation and preliminary, final and performance testing of equipment or systems installed under the Contract.
 4. The Contract Schedule shall also show start and finish dates for all temporary works; all construction of mock-ups, prototypes and/or samples, punch-listing; Owner interfaces and

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- Owner-furnished-item requirement dates; interfaces with Separate Contractors; regulatory agency approvals; and permits required for the performance of the Work.
5. The Contract Schedule shall take into account all foreseeable factors or risks affecting, or which may affect, the performance of the Work, including historical and predicted weather conditions, applicable laws, regulations or collective bargaining agreements pertaining to labor, transportation, traffic, air quality, noise and any other applicable regulatory requirements.
 6. Contractor shall not use any "float suppression" techniques such as preferential sequencing or logic, special lead/lag constraints, or unjustifiably over-estimated activity durations in preparing its Contract Schedule (constraints for Contract Milestones only will be permissible), unless approved by Owner. All activities/milestones that are constrained, or contain start-to-start, finish-to-finish, or start-to-finish, or negative lag relationships, shall have an explanation in the activity log and the log shall be printed below the activity bar on all reports.
- E. When submitting initial Contract Schedule, Contractor shall attach a narrative report which explains Contractor's chosen method of determination and/or assumptions used for activity durations, its assumptions regarding crew sizes, equipment requirements and production rates, any potential areas of concern or specific areas requiring coordination it may have identified and any long-lead time materials or equipment in the Work. The submittal shall also include an electronic copy of the file.
- F. Time units for all Schedules shall be in work days, and no construction activity scheduled to commence within 60 days of the "Data Date" (date of Schedule calculation) shall have a duration greater than 5 work days. Construction activities scheduled to start more than 60 days of the Data Date shall have durations no greater than 20 work days.
1. Each activity shall be assigned an appropriate calendar, which signifies a 5, 6, or 7 day work week and acknowledges multiple daily work shifts where applicable.
- G. When completed, the Contract Schedule shall represent Contractor's plan for the Work, compliant with the Contract Milestones and other Contract Documents.
- H. Owner will notify Contractor of acceptance or of any changes necessary to the Contract Schedule within 10 days from the formal presentation by Contractor. Contractor shall effect any required changes to the Contract Schedule and resubmit it for acceptance within 3 days, certifying in writing that all information contained therein complies with the Contract requirements.
- I. Upon notification by Owner of acceptance of the Contract Schedule, Contractor shall prepare computer plots and printouts, and complete its submission of the Contract Schedule, which shall include the following:
1. Bar Charts for:
 - a. Contract Milestones only;
 - b. Summary Level (sorted by craft/trade and area);
 - c. Detail (sorted by Dates);
 - d. Detail (sorted by Responsibility), and;
 2. Reports for:
 - a. Float (sorted low to high), and;
 - b. Resource Histogram.
 3. Provide all data files electronically via Newforma.
- J. Upon acceptance by Owner, the Contract Schedule shall become the baseline schedule against which all subsequent Schedule Updates shall be made, and against which Contractor shall report
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progress and variances and by which Owner shall measure Contractor's performance.

1. All schedule updates shall be made to a separate electronic file that starts as a copy of the current Contract Schedule.
 2. The Contract Schedule shall only be modified to include settled change adjustments to schedule.
 3. Progress shall be tracked on the schedule update file.
- K. Contractor shall provide a time impact analysis, based on the Contract Schedule, for any applicable Contract Directives. This time impact analysis shall be provided within 10 days of receipt of the Contract Directive, and shall be accompanied by Contractor's proposal to effect recovery of any purported schedule impact.

1.05 SUBMITTAL SCHEDULE

- A. Contractor shall submit its Schedule of Critical Submittal Notification, as defined in Section 01330, to Owner within 48 hr. after Notice to Proceed for Owner's approval.
- B. Within 10 days after Notice to Proceed as specified in Section 01330, Contractor shall develop and submit its initial Schedule of Submittals for Owner's review. The Schedule of Submittals shall derive from and incorporate a complete listing of all submittals required by the Contract Documents for the duration of the Contract Time. Each submittal activity shall separately depict the duration Contractor has allocated for Owner's review. The allocated review durations are subject to adjustment by Owner.
1. Contractor shall prepare its Submittal Schedule in coordination with development of the Contract Schedule logic, and shall ensure that Submittal Schedule activities are logically tied to the successor Material Procurement Schedule and Contract Schedule (work) activities.
- C. Owner's review of Contractor's Schedule of Submittals shall not confirm it as a complete listing of all submittals required by the Contract.
- D. The final Schedule of Submittals shall be submitted within 7 days of Owner's return of reviewed preliminary Schedule of Submittals to Contractor.
- E. Contractor shall identify in writing any submittals that it has determined must be initiated prior to the approval of the Schedule of Submittals to avoid any unrecoverable schedule impact or unwarranted relinquishing of float.
- F. After review by Owner, the Schedule of Submittals shall be updated on a weekly basis and a variance report generated including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report.
- G. The Schedule of Submittals shall also be updated and submitted with the monthly Contract Schedule Update submission. Changes from the last report shall be indicated with an asterisk.

1.06 MATERIAL PROCUREMENT SCHEDULE

- A. Within 14 days after Notice to Proceed as specified in Section 01330, Contractor shall develop and submit its Material Procurement Schedule for Owner's review. The Material Procurement Schedule shall incorporate all material or equipment required by the Contract having a lead time of 4 weeks

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or greater.

- B. Contractor shall prepare its Material Procurement Schedule in coordination with development of the Contract Schedule logic, and shall ensure that Material Procurement Schedule activities are logically tied to the precedent Submittal Schedule and successor Contract Schedule (work) activities.
- C. The Material Procurement Schedule shall be in tabular format, including the following at a minimum: Line No., Part Name/Description, Manufacturer's Part No., Drawing/Specification Reference, Quantity, Responsible Subcontractor, Purchase Order No., Purchase Order Date, Supplier Name, Supplier Contact, Supplier Phone No., Purchase Order Delivery Date, Field Need Date, Date of Last Contact, and Delivery Location.
- D. After review by Owner, the Material Procurement Schedule shall be updated on a weekly basis and a variance report generated including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report.
- E. The Material Procurement Schedule shall also be updated and submitted with the monthly Contract Schedule Update submission.
- F. Owner's review of Contractor's Material Procurement Schedule shall not confirm it as a complete listing of all materials required by the Contract.

1.08 COMPLETION LISTS AND PUNCHLISTS

- A. Completion lists:
 - 1. 30 days prior to Substantial Completion of an area, project component, construction package, and/or as defined by Owner, the Contractor shall walk the jobsite with Owner and develop a detailed Completion List.
 - 2. The Contractor shall submit the Completion List to the Owner for approval within 48 hr. after the job walk.
 - 3. The Completion List shall include a line item for each incomplete activity of each component to be ready for punch-listing.
 - a. Each line item shall include the line item number, project element, activity description, responsible company, responsible person and their cell phone number, start date, finish date, and comments.
 - 4. The responsible company/person listed shall be the actual party performing the work and not the Contractor's personnel, unless the Contractor is self-performing the Work.
 - 5. Once approved by Owner, the Contractor shall status the list at the beginning of each day and report to the Owner by noon each day, the total number of items, number complete, number remaining, and number of items that the approved list indicates should be done by the end of the shift.
- B. Punchlists:
 - 1. An area, zone, or component of the Scope of Work shall be deemed "Ready for Owner Punch-listing" once all Completion List activities are complete. The Contractor shall give Owner one week's advance notice of its forecast of completion so that a Punchlist walk can be coordinated.
 - 2. Owner will conduct a Punchlist walk and provide a formal list to Contractor within 3 days after completion of walk. The Contractor shall start Punchlist work immediately based upon results and notes from the walk.
 - 3. Using the same format as the Completion List, Contractor shall fill in all information and

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- submit the Punchlist Schedule to Owner within 2 days of receipt. The comments column will be used for Owner sign-off of acceptance of the Punchlist items.
4. The Contractor shall status the list at the beginning of each day and report to the Owner by noon, the total number of items, number complete, number ready for Owner buy-off, and number to go.

1.09 SCHEDULE REVIEWS, UPDATES, AND REPORTING

A. Weekly reviews:

1. Owner and Contractor agree to conduct weekly reviews of the progress of all work activities using a four-week rolling schedule and compare that progress to the Contract Schedule, the Schedule of Submittals, and Material Procurement Schedule. The weekly schedule review shall include, at a minimum:
 - a. Four-Week Rolling Schedule:
 - (1) Contractor shall prepare its Four-Week Rolling Schedule immediately following database update/status and ensure that it accurately reflects progress of the Work. The Four-Week Rolling Schedule looks at the preceding week and the three weeks ahead.
 - (2) Contractor shall update/status electronic Contract Schedule database weekly prior to review. Contractor shall include Submittal Schedule and Material Procurement Schedule information linked to the Contract Schedule activity information in each update/status.
 - (3) When expanding activities to reduce maximum durations from 20 days to 5 days pursuant to Subparagraph 1.04.F, identify expanded activities so that the Contract Schedule activity they originate from is readily apparent. Do not allow the aggregate duration of the expanded activities to exceed the duration assigned to their parent activity in the Contract Schedule unless specifically allowed to do so by Owner during review.
 - (4) Review of all submissions, submittal reviews, fabrication/delivery status, work completed in the preceding week, all work in progress, and work schedule for the next 3 weeks.
 - (5) Review of all revisions, added or deleted work, and how those are being integrated into Contractor's work plan.
 - (6) Review of Contractor's interface and coordination with other work on the Project.
 - (7) Variance reports including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report. Variance reports shall be attached to Contractor's superintendent's Daily Report, with brief descriptions of remedial action taken against the variances noted thereon.
 - (8) Contractor shall attend review meetings prepared to discuss actual activity start and/or completion dates and any applicable variances, forecast activity start and/or completion dates and any applicable variances and progress of all activities underway at the time of the review.
 - (9) During reviews, Contractor shall alert Owner to activities that are behind schedule, and identify all activities and Contract Milestones that are impacted by such variances. Contractor shall present to Owner, for review, proposed recovery plans to regain time lost due to variances from the Contract Schedule. All proposed recovery plans, whether verbal or written, will be included in the minutes of the review.

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2. Following review of the above and all other information relevant to the progress of the Work, Contractor shall adjust its work plan as required to assure compliance with the Contract Schedule. If the latest calculated Completion Date for any critical activity (total float less than or equal to 2 work days) does not fall within the time allowed by the Contract Schedule (irrespective of the cause of such variance), the sequence of work and/or performance of that work shall be revised by Contractor by means of utilizing concurrent operations, additional work force allocations, additional shifts, overtime, etc., until the schedule information produced indicates compliance with all Contract Milestones. The requirement for such additional work force allocations, additional shifts, overtime, etc., will not entitle Contractor to additional compensation except to the extent expressly provided for by the Contract or Change Order.
 3. At the subsequent Project Meeting called by Owner following the weekly schedule review, Contractor shall submit an updated Four-Week Rolling Schedule indicating any remedial measures necessary to maintain compliance with the Contract Schedule.
- B. Monthly reviews:
1. Prior to submission of the Contractor's monthly payment application, Owner and Contractor agree to conduct monthly schedule reviews to determine: "planned" versus "actual" progress to date; compliance with Contract submittal requirements, Contract Milestones and accepted Contract Schedule; and determination of any changes to the work plan or implementation which must be made by Contractor to comply with the Contract Schedule. The monthly schedule review shall include, at a minimum:
 - a. All requirements listed above of Weekly Reviews. Monthly update/status of electronic database shall include recording of all Actual Start Dates and Actual Finish Dates and status of activities in progress.
 - b. Review of "planned" versus "actual" work force allocations and progress for the preceding month.
 - c. Review of revisions, added or deleted Work, and how those elements are being integrated into the Contractor's work plan.
 - d. Review of all impacts to the work during the preceding month and to date, Contractor's evaluation of those impacts and any recovery plans or remedial actions required to comply with the Contract Schedule.
 - e. Verify that schedule progress ties to progress stated on the Schedule of Values for Contractor payment.
 - f. Review of Contractor's interface and coordination with work by Others on the Project.
 2. Following review of the above and all other information relevant to the progress of the Work, Contractor shall adjust its work plan as required to assure compliance with the Contract Schedule.
 - a. Incorporate respective changes into the update schedule, Submittal Schedule, Material Procurement Schedule, and Schedule of Values. Submit them with the Contract Schedule and monthly payment application.
 - b. The requirement for additional work force allocations, additional shifts, overtime, etc., will not entitle Contractor to additional compensation except to the extent expressly provided for by the Contract or Change Order.
 - c. Owner reserves the right to withhold the monthly payment due Contractor until an acceptable, corresponding monthly schedule submittal is received.
 3. Upon completion of the monthly schedule review, the Contractor shall incorporate comments to the Contract Schedule, Update Schedule, and Schedule of Values and submit them with its monthly payment application. The update shall incorporate actual status to date and include the following:
 - a. Computer plotted time-scaled Contract Schedule
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- b. Bar Charts for:
 - (1) Contract Milestones only (Baseline vs. forecast);
 - (2) Summary Level (sorted by craft/trade and area);
 - (3) Detail (sorted by Dates);
 - (4) Detail (sorted by Responsibility), and;
- c. Reports for:
 - (1) Variance (Baseline vs. forecast);
 - (2) Float (sorted low to high), and;
 - (3) Resource Histogram.
- d. Provide all data files electronically via NewForma.

C. Schedule revisions:

1. Implementation of revised schedule logic and/or activity duration estimates for updating the Contract Schedule or other interim schedule whether furnished by Contractor or Owner do not constitute an extension of the Contract Time, relaxation of Contract Milestones or basis for a change to the Contract Sum. Such revisions are for the purpose of maintaining the accuracy of the Contract Schedule's representation of the work to be accomplished and to present best duration estimates for work yet to be performed.
2. If it becomes necessary for Owner to furnish the suggested logic and/or duration revisions as a result of Contractor's failure to furnish acceptable data, and if Contractor has objections to those revisions furnished, it shall so advise Owner in writing within 3 days, providing also an acceptable alternate plan. If Contractor fails to so note any objections and provide an acceptable alternate plan, or if Contractor implements the revisions provided by Owner without so noting any objections, Contractor will be deemed to have waived all objections and concurred with the suggested logic/duration revisions provided by Owner.
3. In updating the Contract Schedule, Contractor shall make no modifications to Activity ID numbers in the accepted Contract Schedule, schedule calculation rules/criteria or the Activity Coding Structure provided by Owner without the explicit written permission of Owner, which permission Owner may withhold at its sole discretion.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01325

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**SECTION 01330
SUBMITTAL PROCEDURES**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Prepare, submit and maintain schedule of submittals that designates anticipated or actual date(s) for submittal, and date(s) reviewed and returned.
- B. Prepare and submit shop drawings, product data, and office and field samples required by Specifications.
- E. Compile and submit operating and maintenance data.
- F. Prepare, submit and maintain all submittals pertaining to scheduling of the Work.
- G. Prepare, submit and maintain such other plans, programs or other submittals as are required by Contract Documents.
- H. All submittals except for physical sample shall be submitted electronically in .pdf format.

1.02 MANUFACTURER'S CERTIFICATIONS

- A. Where required by the Specifications, submit manufacturer's certifications, in duplicate, certifying that products meet or exceed specified requirements, executed by a responsible officer of the actual manufacturer (not a distributor or other sales representative).
- B. Written reports of all testing and check-outs are required to be submitted to the Owner's Representative.
- C. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Owner's Representative.
- D. Certificates shall state that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

1.03 SCHEDULE OF SUBMITTALS

- A. See Section 01325 for description of and requirements for preparation and maintenance of the Schedule of Submittals.
- B. All references herein to "days" shall be construed to mean calendar days.

1.04 SHOP DRAWINGS

- A. Description: Original drawings prepared by Contractor, subcontractor, supplier, or distributor, which illustrates some portion of the work, including, but not necessarily limited to, fabrication, layout, setting, or erection details.
- B. Cross-reference shop drawings to Drawings and Specifications and detail all work included. Indicate

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dimensions, materials, fastenings, anchorages, joining's, sealing, backing, utility requirements, rough-in, and adjacent related conditions.

C. Coordinated drawings:

1. Contractor shall prepare separate (from Contract Drawings) composite, detailed coordination drawings consisting of plans, elevations, and sections as required to clearly delineate and show the relationship between all utilities, mechanical and electrical work. These drawings shall include and show due consideration for utilities, architectural elements and structural elements (including excavations and shoring, utility vaults, manholes, and foundations for permanent and temporary construction) and identify potential interface trouble spots.
2. Individual drawings for any single element will not be accepted or reviewed unless and until the coordinated drawings have been previously reviewed and accepted.
3. The purpose for the coordinated drawings is to determine, for the mutual benefit of all concerned, the precedence of trades' work and the allocation of available physical space for installation of trades' work.
4. Generation and submission of coordination drawings shall be made in a timely manner and in support of the Contract Schedule.

1.05 PRODUCT OR CATALOG DATA

- A. Manufacturer's standard drawings modified to delete non-applicable data or include applicable data.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations, and other standard descriptive data.
1. Mark up each copy to identify pertinent materials, products, or models applicable to the project using a distinct, bold "cloud" outline. Clearly indicate which items shown are not for review.
 2. Clearly mark up each copy of the submittal data to identify the Section, page number, and Article of the Specifications to which it is referenced.
 3. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams, and controls.
 4. Submittals for each manufactured item shall be current manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves and catalog cuts.
 5. Handwritten and typed modifications and other notations not part of the manufacturer's preprinted data will result in the rejection of the submittal.
 6. Should the manufacturer's data require supplemental information for clarification, the supplemental information shall be submitted as specified for certificates of compliance.
 7. Photographs of existing installations are unacceptable and will be returned without approval.
- C. Manufacturer and catalog data shall include the manufacturer's name, trade name, place of manufacture, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and technical paragraph reference.
1. Submittals shall also include applicable federal, military, industry, and technical society publication references, years of satisfactory service and other information necessary to establish contract compliance of each item to be provided.

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D. Manufacturer's instructions

1. Where installation procedures or part of the installation procedures are required to be in accordance with manufacturer's instructions, submit printed copies of those instructions prior to installation.
2. Installation of the item shall not proceed until manufacturer's instructions are received.
3. Failure to submit manufacturer's instructions shall be cause for rejection of the equipment or material.

E. Manufacturer's certificates

1. Submit manufacturer's certifications as required for products, materials, finishes and equipment as specified in each technical section of these Specifications.
2. Certificates from material suppliers are not acceptable.
3. Preprinted certifications and copies of previously submitted documents will not be acceptable.
4. The manufacturer's certifications shall name the appropriate products, equipment or materials and the publication specified as controlling the quality of that item.
5. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as," "achieve the same end use and results as materials formulated in accordance with the referenced publications," or "equal or exceed the service and performance of the specified material."
6. Certifications shall simply state that the item conforms to the requirements specified.
7. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance.

F. Reference Standard Compliance

1. Where equipment or materials are specified to conform to industry and technical society reference standards, submit proof of such compliance.
2. The label or listing by the specified organization shall be acceptable evidence of compliance.

1.06 SAMPLES

A. Physical samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work will be judged.

1. Office samples of sufficient size and quantity to clearly illustrate:
 - a. Functional characteristics of product or material, with integrally-related parts and attachment devices.
 - b. Full range of color samples.
2. The samples will be kept by the Owner's Representative's Representative, at the Owner's Representative's option.

1.07 OPERATING AND MAINTENANCE DATA

A. Prior to close-out of the Contract, the Contractor shall furnish to the Owner's Representative not less than three (3) bound copies of Operation and Maintenance (O&M) Manuals and 1 CD containing an electronic image of each and every page of the O&M manual in .pdf format, describing the proper operation and maintenance of all equipment and systems provided or installed by the Contractor as part of the Work. Information contained in the manuals shall include, but shall not be

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limited to, the following information as it pertains to each piece of equipment or system furnished:

1. Manufacturer's specification
2. Manufacturer's installation instructions
3. Manufacturer's operating instructions
4. Manufacturer's maintenance instructions
5. Equipment programming manuals and software
6. Any serial numbers unique to individual machines, equipment or devices.
7. Complete listing of equipment/system replacement parts, including part numbers.
8. Name and telephone number of source for equipment/system replacement parts.
9. Complete wiring and/or piping diagrams (as applicable).
10. Manufacturer's written warranty
11. Manufacturer's recommended spare parts list including lead tie information
12. Certification of final inspection from Reedy Creek Improvement District
13. Certificate of occupancy.
14. Name and telephone number(s) of local qualified service representative.

B. General:

1. O&M Manuals shall include three (3) up-to-date copies of all shop drawings, product data, and other information described in this Section.
 - a. Make required submittals prior to scheduled completion of project.
 - b. Submittals made by permanent reproduction copy equipment from typewritten or typeset originals.
 - c. Pre-punch 8-1/2 in. x 11 in. sheets for standard three ring binders, and provide high-quality, black plastic, hardback, loose-leaf binders with clear pocket for inserts on the covers and spines.
 - d. Submit larger sheets in rolled and protected packages.
 - e. Submittals on sepias will not be accepted.

C. Compilation:

1. Receive shop drawings, brochures, materials lists, technical data of all types, warranties, guarantees, and other pertinent information from subcontractors and vendors, and assemble, catalog, and file information in loose-leaf, hardback, three-ring binders.
2. Copy pertinent sheets of Drawings such as electrical and control diagrams, panelboard schedules, mechanical and electrical floor plans, and fold and insert them into the loose-leaf binders along with the other information.

D. Submittal format: (Provide each of the following items, as applicable, for each required item or system. Requirements will vary, depending on the equipment. Refer to specific Specification Section requirements.)

1. Item: (Use appropriate Section title and submittal number)
 2. System description: (Provide a detailed narrative description of each system, describing function, components, capacities, controls and other data specified, and including the following):
 - a. Number of.
 - b. Sizes.
 - c. Type of operation.
 - d. Detailed operating instructions, including start-up and shut-down of each system, with indications for position of all controls, as applicable.
-

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3. Wiring diagrams: (Complete wiring diagrams for internally wired components including controls).
4. Operating sequence: (Describe in detail).
5. Manufacturer's data: (Provide catalog data sheets, specifications, nameplate data, and parts list).
6. Preventative maintenance: (Provide manufacturer's detailed maintenance recommendations).
7. Troubleshooting: (Provide manufacturer's sequence for troubleshooting procedures for operational problems).
8. Extra parts: (Provide a listing of extra stock parts furnished as part of the Contract).
9. Warranties: (Provide specific manufacturer's warranty). List each component and control covered, with day and date warranty begins, date of expiration, and name, address and telephone number of person to contact regarding problems during warranty period.
10. Directory: (Provide names, addresses, and telephone numbers of General Contractor, its subcontractors, suppliers, installers, and authorized service and parts suppliers). Format shall be as provided in Attachment C to the Project Manual:

1.08 SUBMITTALS RELATED TO SCHEDULING OF THE WORK

- A. Refer to Section 01325 for description of and requirements for preparation and submittal of submittals pertaining to scheduling of the Work.
- B. Milestone Schedule: Submit within 10 days after Notice to Proceed (hereinafter referred to as NTP, which shall have the same meaning as Date of Commencement as used in Article 8 of the General Conditions of the Contract for Construction).
- C. Initial Schedule of Submittals: Submit within 14 days after NTP.
- D. Initial Material Procurement Schedule: Submit within 21 days after NTP.
- E. Initial Contract Schedule: Submit within 28 days after NTP.

1.09 SUBMITTALS OF PLANS, PROGRAMS AND RELATED SUBMITTALS

- A. Payment and Performance Bonds: Submit immediately upon Contract execution.
- B. Initial (major) Subcontractor List: Submit within 5 days after NTP.
- C. Subcontractor List: Submit within 28 days after NTP, and update as required.
- D. NOTE: In no case will a subcontractor be permitted to begin on-site operations if that subJCB Construction Inc. has not been submitted on the current Subcontractor List at least 5 days prior.
- E. Contractor's Storm Water Management Plan: Submit within 14 days of NTP.
- F. Construction safety program: Submit a copy of Contractor's "site specific program" in conformance with Article 10 of the General Conditions of the Contract for Construction within 21 days after NTP.
- G. Fire safety program: Submit within 21 days after NTP.
- H. Weather preparedness program: Submit within 28 days after NTP.
- I. Traffic control and logistics plan: Submit within 28 days of NTP.

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- J. Hazardous waste management plan: Submit within 21 days of NTP.
- K. Quality control plan: Submit within 28 days of NTP.
- L. Sequence of operations plan. Submit within 28 days of NTP.

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data, and samples for compliance prior to submittal to Owner's Representative.
 - 1. Verify field measurements, field construction criteria, catalog numbers, and similar data.
 - 2. Coordinate each submittal with the requirements of the Work and Contract Documents.
 - 3. Contractor must have reviewed and stamped submittals that are furnished to them by their subcontractors or materials suppliers **PRIOR TO** submitting them to the Owner's Representative.
- B. Make all submittals at least 21 days prior to the date when the returned, reviewed and approved submittal will be needed to maintain the Contract Schedule.
 - 1. Within 5 days after the Notice to Proceed, Contractor shall identify to Owner's Representative those specific submittals which are critical to the anticipated sequence/flow of work and require an expedited Owner's Representative review/approval as part of its Initial Material Procurement Schedule submittal. Contractor shall identify any other critical submittals within 7 days of making its Initial Material Procurement Schedule submittal. Owner's Representative will coordinate with Contractor to expedite those submittals reviews so identified (subject to verification by Owner's Representative) in less than 10 days. However, if Contractor requests an expedited submittal turnaround after this aggregate 12- day period of "Critical Submittal Notification" Owner's Representative reserves the right to reject such request if its resource commitments do not allow (since it will be allocating such resources based on the extent of submittals so identified by contractor in that 12-day period).
- C. Contractor's responsibility for errors and omissions in submittals or deviations from Contract Documents shall not be relieved by Owner's Representative's review of submittals.
- D. Contractor's responsibility for any unauthorized deviations from requirements of Contract Documents made in submittals is not relieved by Owner's Representative's review of submittals.
- E. Do not begin work that requires submittals until submittals have been returned with Owner's Representative's (or consultant's) stamp and initials or signature indicating review and disposition.
- F. After Owner's Representative's review and return, promptly distribute copies to all affected parties.
- G. Notify Owner's Representative in writing of proposed deviations from requirements of Contract Documents at time submittals are made.
 - 1. A "deviation" shall be construed to mean a minor change to the sequence indicated on Drawings or specified.
 - a. Deviation shall not be construed to mean substitutions or product options.
 - 2. In addition to notifying Owner's Representative in writing of deviations, circle deviations

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- on shop drawings.
3. The failure of the Contractor to clearly denote deviations within a submittal in writing on company stationery (not a transmittal), and subsequently not addressed in the Engineer/Architect's review of the submittal, and thereby installed by the Contractor, may constitute the removal of the applicable work item(s) and replacement in accordance with the Contract Documents at no additional cost to the Owner.

H. The Owner's Representative may require submittals for other shop drawings or procedures.

1.11 SUBMITTAL REQUIREMENTS

- A. Accompany submittals with transmittal letter in duplicate, containing:
 1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Description of data contained in submittals.
 5. Listing of all letters containing description of deviations from Contract Documents.
 6. Other pertinent data.
 7. Appropriate identification ("flagging") for the following occurrences:
 - a. Deviations, with separate, accompanying detailed description of proposed deviation including corresponding changes in Contract Sum, Contract Time, or Construction Schedule Milestones.
 - b. Submittals requiring expedited or urgent review and return, or not in conformance with specified submittal requirements.
 - c. Substitutions, where same have been approved in accordance with Section 01630.
- B. Each submittal shall be packaged separately and covered by a separately, single-subject transmittal letter. Do not combine multiple submittals in a single package or transmittal letter.
- C. Submittals shall include:
 1. Date and revision dates.
 2. Project title and number.
 3. Number identification (i.e., submittal number) on every sheet, page or item, as applicable.
 4. The names of: Owner's Representative, Owner's consultants, Contractor, subcontractor, supplier, manufacturer, and separate detailer when appropriate or pertinent.
 5. Identification of product or materials on every sheet, page or item, as applicable.
 6. Relationship of product to adjacent structure, utilities, services or materials.
 7. Clearly identified field dimensions, when known.
 8. Specification Section number and paragraph(s), and/or drawing references to which it pertains.
 9. Applicable standards, such as ASTM and others.
 10. A blank space, 4 in. x 3 in., for Owner's Representative's stamp.
 11. Identification and description of deviations from Contract Documents.
 12. Request for selection of colors, patterns, and textures for materials contained in submittals.
 NOTE: Provide each and every item of finish, including color, pattern and texture as selected or approved by Owner's Representative.
 13. Contractor's stamp, initialed or signed, certifying review of submittal, compliance with Contract Documents, and verification of field measurements when applicable. Additionally, material certifications, as required by Specifications, shall be notarized. Contractor's stamp shall read "This submittal has been reviewed for conformance to

Drawings and Specifications.”

- D. Contractor shall make submittals as indicated in the flow chart provided at the end of this section.

1.12 RESUBMITTAL REQUIREMENTS

- A. Shop drawings and coordination drawings:

1. Review drawings and indicate revision date as required, and resubmit as specified for initial submittal. Indicate clearly on transmittal letter that item is a re-submittal.
2. Indicate on drawings all changes that have been made since the initial submittal using a “cloud” and a “delta” revision symbol. Make notation of revision in title block.
3. Further indicate on drawings, distinct from the changes requested by Owner’s Representative, all changes which have been made which are different than those requested by Owner’s Representative.

- B. Product data, samples and other submittals: Submit new data and samples in accord with same criteria required for initial submittals.

1. Review submittals and indicate revision date as required, and resubmit as specified for initial submittal. Indicate clearly on transmittal letter that item is a re-submittal.
2. Indicate on submittals all changes, which have been made since the initial submittal using a “cloud” and a “delta” revision symbol.
3. Further indicate on submittals, distinct from the changes requested by Owner’s Representative, all changes which have been made which are different than those requested by Owner’s Representative.

1.13 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute copies of shop drawings and product data, which carry Owner’s Representative's stamp to:

1. Contractor's file, job site file, and product record documents file.
2. Subcontractor's, suppliers, and fabricators as appropriate.

- B. Distribute samples as directed.

1.14 OWNER’S REPRESENTATIVE'S RESPONSIBILITIES

- A. Review submittals with reasonable promptness on basis of design concept of project and information contained in Contract Documents.

1. Attention is directed to the fact that Owner’s Representative's and Architect/Engineer’s review is only to check for general conformance with the design concept of the project and general compliance with Contract Documents. No responsibility is assumed by Owner’s Representative for correctness of dimensions, details, quantities, procedures shown on shop drawings, or submittals.
2. Omission in shop drawings of materials indicated in Contract Drawings, mentioned in Specifications, or required for proper execution and completion of Work, does not relieve Contractor from responsibility for providing such materials. Contractor is responsible for accuracy, dimensions, quantities, strength of connections, coordination with various trades, and conformance to project requirements.
3. Review of a separate or specified item does not necessarily constitute acceptance of an assembly in which item functions.

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- B. Furnish materials selections, and selection or approval of each and every item of color, pattern, and texture of materials contained in the project.
- C. Affix stamp and initials or signature acknowledging review of submittal as follows:
1. NO EXCEPTIONS TAKEN. If the review indicates that the material, equipment or work method complies with the project manual, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
 2. MAKE CORRECTIONS NOTED. DO NOT RESUBMIT. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
 3. MAKE CORRECTIONS NOTED AND RESUBMIT. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "MAKE CORRECTIONS NOTED AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT. "
 4. REJECTED - RESUBMIT IN ACCORDANCE WITH CONTRACT DOCUMENTS. (Re-submittal of submittals shall be made within 14 days.) If the review indicates that the material, equipment, or work method does not comply with the project manual, copies of the submittal will be marked "REJECTED - RESUBMIT IN ACCORDANCE WITH CONTRACT DOCUMENTS." Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT."
 5. Void.
 6. Not reviewed (record only).
- D. Return submittals to Contractor for distribution.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01330

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Section 01340
Shop Drawings, Product Data and Samples
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SECTION 01340
SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. *Submit shop drawings, product data, samples and other items as required by respective Specification Sections.*
- B. Compile and submit maintenance manual data.

1.02 SCHEDULE OF VALUES

- A. Submit a trade payment breakdown for all Work. List each category of work separated as to labor and materials for the total value of each trade, main element and cost center (as defined by Owner); sum total of which shall be equal to the Contract Price.
- B. Refer to Section 01370 for additional requirements.

1.03 SHOP DRAWINGS

- A. Submit original drawings prepared by Contractor, subcontractor, supplier or distributor, which illustrates portions of the work, including but not limited to fabrication, layout, setting or erection details to Owner's Representative for review and approval.
- B. Cross reference shop drawings to Contract Drawings and Specifications and detail all work included. Indicated dimensions, materials, fastening, anchorages, joining, sealing, backing, utility requirements, rough-in, and adjacent related conditions. Coordinate submittals of related items.
- C. Identify the "Project Name" on each shop drawing.

1.04 PRODUCT OR CATALOG DATA

- A. Submit manufacturer's standard drawings modified to delete non-applicable data or include applicable data.
- B. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data.
 - 1. Mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
 - 3. For each item to be furnished, indicate on each catalog sheet, brochure, diagram chart, or other descriptive data the applicable referenced Specification Section number and Paragraph.

1.05 SAMPLES AND MOCK-UP

- A. Submit physical samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work will be judged.
 - 1. Office samples of sufficient size and quantity to clearly illustrate:

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- a) Functional characteristics of product or material, with integral related parts and attachment devices.
- b) Full range of color samples.
- 2. Field samples and mock-ups:
 - a) Erect at job site at location acceptable to Owner.
 - b) Construct each sample or mock-up complete, including work of all trades required in finished work.

1.06 MANUFACTURER'S CERTIFICATES

- A. Submit three (3) copies of certificates in accordance with requirements of individual Specification Sections.

1.07 SUBMITTAL REQUIREMENTS/PROCEDURES

- A. Within five (5) calendar days after award of Contract, submit a list of shop drawings by Specification Section, and include a list of dates submittals are expected to be made.

Within ten (10) calendar days the Contractor shall submit ALL submittals to the Owner's Representative for approval.

- B. Deliver submittals at established times before the dates that approved submittals will be needed.
 - 1. Verify with the Owner's Representative required timing and dates.
 - C. Procedure for submittals, including number and types of copies for shop drawings, catalog cuts, certifications and samples shall be as indicated on flow charts provided by Owner's Representative.
 - D. Contractor must have reviewed and stamped submittals that are furnished to them by their subcontractors or materials suppliers **PRIOR TO** submitting them to the Owner's Representative.
 - E. In addition to the usual, or normal, shop drawings, submit the following for approval when requested:
 - 1. Sequence of operations
 - 2. Safety and Hazard Communications program
 - 3. Fire protection program
 - 4. Weather protection program
 - 5. Site drainage and erosion control plan
 - 6. Maintenance of traffic plan
 - F. Owner may require submittals for other shop drawings or procedures.
 - G. Accompany submittals with a cover letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Description of data contained in submittals.
 - 5. Listing of any letters containing description of deviations from Contract Documents.
 - 6. Other pertinent data.
 - H. Submittals shall include:
-

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1. Date and revision dates.
 2. Project title and number.
 3. The names of: Owner, Owner's consultants, Contractor, subcontractor, supplier, manufacturer, and separate detailer, when appropriate or pertinent.
 4. Identification of product or materials.
 5. Relationship of product to adjacent structure or materials.
 6. Clearly identified field dimension, when known.
 7. Specification Section number or numbers.
 8. Applicable standard, such as ASTM or other.
 9. A blank space, 4 inches x 2 inches, for the Owner's Representative's (or consultant's) stamp.
 10. Identification and description of deviations from Contract Documents.
 11. Request for selection of colors, patterns, textures for materials contained in submittals.
NOTE: Provide each and every item of finish, including color, pattern and texture as selected or approved by Owner.
 12. Contractor's stamp, initialed or signed, certifying to review of submittal, compliance with Contract Documents, and verification of field measurements when applicable.
- I. Number of copies of submittals
1. Contractor will submit an electronic copy to the Owner's Representative for review. Electronic approval will be sent back to the Contractor for his use.
- J. Number of samples
1. Three (3) samples of each sample will be submitted to the Owner for review. The actual samples will not be returned to the Contractor, but the results of the review will be transmitted.

1.08 RESUBMITTAL REQUIREMENTS

- A. Shop drawings:
1. Review drawings, indicate revision date as required, and resubmit as specified for initial submittal.
 2. Indicate changes on drawings which have been made other than those requested by Owner.
- B. Product data and samples: Submit new data and samples as required for first submittals.

1.09 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute copies of shop drawings and product data which carry Owner's stamp to:
1. Contractor's file, job site file, and product record documents file.
 2. Contractor's subcontractors, suppliers, and fabricators as appropriate.
 3. Other prime contractors.
- B. Distribute samples as directed.

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission to Owner's Representative.
- B. Verify field measurements, field construction criteria, catalog numbers, and similar data.
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- C. Coordinate each submittal with work of the project and Contract Documents.
 - D. Contractor's responsibility for errors and omissions in submittals or deviations from Contract Documents is not relieved by Owner's review of submittals.
 - E. Contractor's responsibility for deviations in submittals from Contract Document requirements is not relieved by Owner's review of submittals, unless Owner gives written approval of specific deviations.
 - F. Notify Owner's Representative, **in writing**, of deviations from requirements of Contract Documents at time submittals are made.
 - 1. A 'deviation' shall be construed to mean a minor change to the items or sequence indicated on the Drawings or in the Specifications.
 - a) A 'deviation' is not intended to allow substitutions or product options.
 - 2. In addition to notifying Owner's Representative in writing of deviations, circle deviations on shop drawings.
 - 3. The failure of the Contractor to clearly denote deviations within a submittal **IN WRITING ON COMPANY STATIONARY (NOT A TRANSMITTAL)**, and subsequently is not addressed in the Engineer-of-Record's review of the submittal, and thereby installed by the Contractor, may constitute the removal of the applicable work item(s) and replacement in accordance with the Contract Documents at **NO ADDITIONAL COST TO THE OWNER**.
 - G. Do not begin any work which requires submittals until submittals have been returned with the Owner's Representative's (or consultant's) stamp and initials or signature indicating review and approval.
 - H. After Owner's Representative's review, distribute copies.

1.11 OWNER'S RESPONSIBILITIES

- A. Review submittals with reasonable promptness on basis of design concept of project and information contained in Contract Documents.
 - 1. Attention is directed to the fact that Owner's Representative's review is only to check for general conformance with the design concept of the project and general compliance with Contract Documents. No responsibility is assumed by Owner for correctness of dimensions, details, quantities, procedures shown on shop drawings or submittals.
 - 2. Omission in shop drawings of any materials indicated in Contract Drawings, mentioned in Specifications, or required for proper execution and completion of Work, does not relieve the Contractor from responsibility for providing such materials as indicated in Contract Documents.
 - 3. Approval of a separate or specified item does not necessarily constitute approval of an assembly in which item functions.
- B. Furnish materials selections, and selection or approval of each and every item of color, pattern and texture of materials contained in the project.
- C. Affix stamp and initials or signature acknowledging review of submittal as follows:
 - 1. Approved as drawn.
 - 2. Approved as noted.
 - 3. Approved as corrected. Resubmit.

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- 4. Not approved or Rejected. Resubmit.
 - D. Return submittals to Contractor for distribution.

END OF SECTION 01340

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SECTION 01370
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Submit to the Owner's Representative two (2) Schedule of Values for each major and/or minor element of work, main element, or cost center, wherein all schedule of value components will total the Contract Sum.
 - 1. The Owner's Representative will provide format for submittal of Schedule of Values.
- B. Payment requests will not be approved until the Schedule of Values is found acceptable to the Owner and the Owner's Representative.
- C. Upon request by the Owner's Representative, support values in Schedule of Values with data that will substantiate their correctness.
- D. Schedule of Values is intended to be used only as a basis for Contractor's application for payment.
- E. Include with Schedule of Values a listing of quantities of designated materials.
- F. The Contractor's monthly schedule is to be submitted with the application for payment. The Application for Payment **will not** be processed until the schedule update is received.

1.02 FORM OF SUBMITTAL

- A. Except as directed otherwise by the Owner's Representative, use Table of Contents of Specifications as basis for format for listing cost for work under Division Nos. 1 through 16.
- B. Identify each line with number and title as listed in Table of Contents of Specifications.
- C. The Schedule of Values shall incorporate the cost center codes and funding sources provided by the Owner. Pay applications must reflect these cost codes and funding source splits.

1.03 PREPARING SCHEDULE

- A. Itemize separate line item cost for each of following general cost items:
 - 1. Permits and fees.
 - 2. Performance and payment bonds.
 - 3. Field coordination: Supervision and layout, including engineering.
 - 4. Temporary construction facilities.
 - 5. Mobilization and demobilization.
 - 6. Project Management
 - 7. Record Drawings.
 - a. The Contractor will be required to divide up the Schedule of Values item on a monthly basis for payment of this work after monthly submittal and review. (See Section 01720 - Project Record Documents.)
 - 8. Monthly schedule updates.
 - 9. Submittals and Shop Drawings.

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10. Daily Reporting.

- B. Itemize separate line cost for work required by each Section of Specification broken down as required by the Owner's Representative for segments of the Project by ramps, bridges, etc.
- C. Breakdown costs to indicate:
 - 1. Delivered cost of product, with taxes paid.
 - 2. Total installed cost, with overhead and profit.
 - 3. Make sum of total costs of all items listed in schedule equal to total Contract Sum.
 - 4. Submit separate Schedule of Values for costs involved with Owner-furnished products.

1.04 STORED MATERIALS

- A. To assure that certain critical materials will be available for incorporation into the Work when needed, Contractor may request approval for payment of those certain materials suitably stored at job site before they are installed. Proof of Ownership and certificates of insurance will also be required for stored material prior to payment being considered.
- B. Unless otherwise approved by the Owner, no off-site stored materials will be considered for payment prior to installation.

1.05 REVIEW AND RESUBMITTAL

After review by Owner's Representative, revise and resubmit schedule (and stored materials) as required.

END OF SECTION 01370

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**SECTION 01410
REGULATORY REQUIREMENTS**

PART 1 – GENERAL

1.01 APPLICABLE REGULATIONS

- A. Comply with the latest edition of the Epcot Codes, (www.state.fl.us/rcid).
1. Epcot Building Code
 2. Epcot Mechanical Code
 3. Epcot Gas Code
 4. Epcot Plumbing Code
 5. Epcot Electrical Code
 6. Epcot Fire Prevention Code
 7. Epcot Energy Efficiency Code
 8. Epcot Accessibility Code
- B. Comply with the provisions of the following statutes, codes, rules & regulations:
1. Florida Thermal Efficiency Code (Florida Statute 553.900).
 2. Florida Lighting Efficiency Code (Florida Statute 553.89).
 3. Florida Americans With Disabilities Accessibility Implementation Act (Florida Statute Sections 553.501-553.513), as enacted Oct. 1, 1997.
 4. Orange County Health Department: Chapter 10 - Florida Rules and Regulations.
 5. Florida Administrative Code Chapter 10
 6. South Florida Water Management District Regulations.
 7. Florida Department of Environmental Protection, Florida Administrative Code, Chapter 62-1 through 62-814.
 8. Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) water quality parameters.
 9. RCID Policies and Procedures for Metering, Cross Connections, Backflow Prevention, and Reclaimed Water
 10. RCID Utility Specifications and Construction Standards
 11. RCES Electrical Construction Specifications
 12. RCID HPG/MPG Natural Gas New Construction Standards

END OF SECTION 01410

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Section 01420
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SECTION 01420 REFERENCES

PART 1 – GENERAL

1.01 ABBREVIATIONS AND SYMBOLS

- A. The abbreviations and symbols used on Drawings will be identified and defined in the abbreviations and symbols lists found in the 100 Series Drawings.
- B. The abbreviations and symbols used in the Specifications will be the standard abbreviations and symbols used in commerce, or the standard abbreviations and symbols of the engineering discipline in which found.

1.02 REFERENCE STANDARDS AND SPECIFICATIONS

- A. All work shall be performed in accordance with all Articles of the Reedy Creek Improvement District General Conditions of the Contract for Construction.
- B. For compliance with laws, see the Reedy Creek Improvement District General Conditions of the Contract for Construction, Section 5.6.
- C. Perform work in accordance with latest installation and manufacturing practices. Conform to the "Manual of Accident Prevention in Construction" by The Associated General Contractors of America, Inc.
- D. Unless specifically noted to the contrary, conform with and test in accordance the Reedy Creek Improvement District General Conditions of the Contract for Construction, Section 5.7.
- E. For standards conflicts, see the Reedy Creek Improvement District General Conditions of the Contract for Construction, Section 2.1.3.
- F. In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should," "could" or "may," wherever they appear. Interpret references in these publications to the "authority having jurisdiction," the "Building Official," the "Structural Engineer," the "Architect/Engineer" or words of similar meaning, to mean the Owner.
- G. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.
- H. Unless directed otherwise, comply with referenced standards and specifications' latest revision in effect at the time Contract is executed, unless otherwise identified by date.
 - 1. Exception: Comply with issues in effect as listed in governing legal requirements.
- I. Refer to Construction Specifications Institute, "Sources of Construction Information", TD-2-5, for the various organizations or references which may appear in the Specifications, along with their respective acronyms.
- J. Specifications may contain references in addition to those listed therein. Please notify Owner's Representative if references are encountered which are not listed.

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1.03 USE OF REFERENCE STANDARDS AND SPECIFICATIONS

- A. Any work specified by reference to the published standard or specification of a government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall conform to or surpass the minimum standards of quality for the materials and workmanship established by the designated standard or specification.
- B. Where such reference standards are so specified, all products and workmanship shall also conform to the additional prescriptive or performance requirements included within the contract documents to establish a higher or more stringent standard of quality than that required by the reference standard.
- C. Where the specific date of issue of the reference standard is not included in the specifications with the reference to the standard, the latest edition, including all amendments published and available at the time of publication of the invitation to bid, shall apply.
- D. Where two or more standards are specified to establish product, material or workmanship quality, the product, material and workmanship shall conform to or surpass the most stringent of the standards.
- E. Where there is conflict between referenced standards, the more stringent of the standards shall apply.
- F. Where the contract documents specifies both a standard and a brand name for a product, the proprietary product named shall conform to or surpass the requirements of the specified reference standard. the listing of a brand or trade name in the specifications shall not be construed as a warranty, guaranteeing that the named product, material or workmanship is in conformance with the reference standard.
- G. COPIES OF REFERENCE STANDARDS:
 - 1. Copies of applicable referenced standards are not included in this contract document.
 - 2. Where copies of the referenced standards are required by the contractor for superintending and quality control of the work, it shall be the responsibility of the contractor to obtain a copy or copies of the standard directly from the publication source and to maintain the standards in an orderly manner at the job site. The standards shall be available to the contractor's personnel, subcontractors, owner, engineer and representatives of the serving utility at all times.

1.04 APPLICABLE CODES & STANDARDS

- A. The codes and standards listed in this section shall apply for all labor and material furnished under this specification.
- B. The list includes, but shall not be limited to, the following:
 - 1. American Concrete Institute (ACI)
 - 2. American Institute of Steel Construction (AISC)
 - 3. American Iron and Steel Institute (AISI)
 - 4. American National Standards Institute (ANSI)
 - 5. American Society of Testing and Materials (ASTM)
 - 6. American Water Works Association (AWWA)
 - 7. American Welding Society (AWS)
 - 8. Architectural Barriers

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9. Association of Edison Illuminating Companies (AEIC)
 10. Certified Ballast Manufacturers (CBM)
 11. Chain Link Fence Manufacturers' Institute
 12. Edison Electrical Institute (EEI)
 13. Electrical Testing Laboratory (ETL)
 14. Federal Department of Transportation (Federal DOT)
 15. Federal Specifications (FS)
 16. Florida Department of Transportation (Florida DOT)
 17. Florida Lighting Efficiency Code
 18. Florida Thermal Efficiency Code
 19. Florida Trenching and Safety Act
 20. Institute of Electrical and Electronics Engineers (IEEE)
 21. Instrument Society of America (ISA)
 22. Insulated Cable Engineers Association (ICEA)
 23. National Bureau of Testing Standards
 24. National Fire Protection Association (NFPA)
 25. National Electrical Code (NEC)
 26. National Electrical Manufacturers' Association (NEMA)
 27. National Electrical Safety Code (NESC)
 28. National Electrical Testing Association (NETA)
 29. Occupational Safety and Health Act (OSHA)
 30. Steel Door Institute (SDI)
 31. Steel Structures Painting Council (SSPC)
 32. Underwriter's Laboratories (UL)
 33. Uniform Building Code (UBC)

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01420

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Section 01430
Soils Investigation
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**SECTION 01430
SOILS INVESTIGATION**

PART 1 - GENERAL

1.01 SOILS INFORMATION

- A. The Geotechnical investigation report has been generated by Professional Service Industries, Inc. (PSI) for the site development. The Geotechnical investigation report included as an attachment.
- B. All soils investigation information was obtained only for Owner's use in design, and is not included as part of the Contract Documents.
- C. Additional Investigation
 - 1. Contractor shall visit the site and acquaint itself with the site conditions.
 - 2. Prior to bidding, Contractor may make its own subsurface investigations and make its own determination regarding subsurface conditions.
 - 3. Contractors are invited to conduct check surveys prior to bidding. No claim for additional compensation will be allowed due to difference in elevations encountered after Contract Award.

<p>END OF SECTION 01430</p>

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Section 01440
Quality Assurance and Quality Control
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SECTION 01440
QUALITY ASSURANCE & QUALITY CONTROL

PART 1 – GENERAL

1.01 CONTRACTOR'S QUALITY CONTROL PROGRAM

- A. Establish and maintain a quality control program for all items of work, including the work of Subcontractors, to ensure the Work conforms to all requirements of the Contract Documents.
- B. Owner may require Contractor to submit a quality control plan ("QC Plan") to Owner/Owner's Representative for review and acceptance, which shall address work of Contractor and its Subcontractors and include, at a minimum: Quality Assurance & Quality Control
 - 1. Contractor's quality control staff organization chart, including:
 - a. Identification of proposed quality control staff members (who shall be subject to Owner/Owner's Representative's approval);
 - b. Identification of the responsibilities of each member of the quality control staff; and
 - c. Listing of all independent organizations or entities proposed for use by Contractor, including, without limitation, testing laboratories and consultants; the qualifications and services to be performed by these outside organizations.
 - 2. Description of documentation and reporting procedures.
 - a. Submit weekly reports to Owner/Owner's Representative indicating, at a minimum, inspections performed, testing methods used and results thereof and any nonconforming items of work (with an explanation for the cause of nonconformance, proposed remedial action and corrective action taken for each nonconformance).
 - b. Describe the method that will be used to document quality control operation, inspection and testing (where performed by Contractor).
 - c. Provide examples of all forms, reports and submittal status log.
 - 3. Description of quality control implementation procedures.
 - a. Material selection procedures.
 - b. Procedures for the review of shop drawings, samples and other submittals, including the name(s) of the person(s) authorized to sign submittals for Contractor before submittal to Owner/Owner's Representative.
 - c. Control procedures for construction materials delivered to Job Site.
 - d. Supervision and control procedures for work carried out on-site.
 - e. Inspection and test procedures (for all specified tests, start-up operations, or special inspections required by regulatory agencies), identifying the procedures by trade, indicating what tests will be done, when such testing will take place, and by whom (including those tests performed by Owner's testing agency in accord with Section 01455).
 - f. Monitoring of any prefabricated elements whether on-site or off-site.
 - g. Sign-off procedures as the Work or each portion thereof is completed.
 - 4. Description of procedures for addressing and remedying completed or installed work that does not conform to the requirements of the Contract Documents.
 - a. Define actions that will be required by Contractor.
 - b. Define actions that will be required by Owner.
 - 5. Definition of Contractor's quality control objectives and enumeration of any "project-specific" or special quality control concerns.

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- C. Contractor's on-site supervisory staff shall function as the quality control staff, and such staff shall review all items of work to ensure compliance with the requirements of the Contract Documents.
 - D. Owner or its representative (which may be the Architect/Engineer or other such qualified entity as Owner may elect to employ for such purpose) will periodically review the Work in progress for compliance with the Contract Documents, and will present reports of such reviews to Contractor for corrective action as required.
 - 1. Neither the performance nor absence of performance of such reviews by Owner or its representative(s) shall relieve Contractor of its complete responsibility for quality control and ensuring conformance to the requirements of the Contract Documents.
 - 2. Contractor shall prepare and provide any additional information reasonably requested by Owner/Owner's Representative pertaining to the quality and performance of materials, methods and construction practices used by Contractor in performance of the Work.
 - E. Ensure that appropriate facilities, instruments and devices required for implementation of Contractor's approved QC Plan are available on site as required.

1.02 CONTRACTOR'S REQUIRED QUALITY ASSURANCE MEASURES

- A. Implement the accepted QC Plan, integrating same into all supervision, Subcontractors' and suppliers' work, manufacturing, services and work to ensure performance of the Work in accord with the requirements of the Contract Documents.
- B. Workmanship: Provide suitably qualified personnel to produce work of specified quality at all times, and enforce exclusion of personnel from performing operations for which they are unqualified by lack of certification, registration, or demonstrated inability.
- C. The Work shall be considered "custom construction" and completed in accord with the highest applicable standard of workmanship by all trades, and shall not be considered "standard commercial construction" unless explicitly shown or specified as such elsewhere in the Contract Documents.
- D. Covering of work: Complete and submit a "pre-cover sign-off sheet" to Owner/Owner's Representative before the concealing of any work.
 - 1. The sign-off sheet shall include certification, signed and dated by Contractor and the subcontractor(s), that the work has been installed in compliance with the Contract Documents and that the work has been reviewed and approved as required by applicable testing and jurisdictional authorities.
 - 2. Such sign-off sheet shall be submitted to allow adequate time for Owner/Owner's Representative to inspect the work before concealment.
 - a. Provide notice to Owner/Owner's Representative's testing agency as specified in Section 01455 for testing or inspections specified to be performed by it.
 - b. Provide minimum of 24 hours (1 working day) notice for any other procedures or installations.
 - 3. Afford Owner or its representative's full access to work to be observed or inspected, including any required accommodations such as hoisting, planking, or lighting.
 - 4. If after Contractor's having made proper and timely notice Owner/Owner's Representative should elect not to avail itself of the opportunity to inspect or observe an item of work, Contractor may proceed with covering of that work without further notice to Owner/Owner's Representative. Complete responsibility for performing all work in accord with requirements of the Contract Documents shall remain with Contractor in such event,

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- and any such “unobserved” work later found to be nonconforming shall be remedied to Owner/Owner’s Representative’s satisfaction at no additional cost to Owner.
5. Covering of work without providing Owner/Owner’s Representative sufficient prior opportunity to review same shall be grounds for Owner/Owner’s Representative to direct Contractor to uncover, correct (as required) and reinstall such work at no additional cost to Owner.
- E. Aesthetic inspections or observations by Owner/Owner’s Representative: Complete and submit an “acceptance sign-off sheet” to Owner/Owner’s Representative with a minimum of 48 hours (2 working days) notice for any procedures or installations which require inspection of an aesthetic or artistic nature.
1. Contractor shall not proceed with procedures and installations for which an inspection of an aesthetic nature is required absent Owner/Owner’s Representative’s receipt and approval of the acceptance sign- off sheet.
- F. Cable Splicer/Terminator Qualifications
1. Each cable splicer/terminator shall be approved and qualified by RCES in the splicing and terminating of Kerite high and medium voltage cables.
2. Each cable splicer/terminator shall have five or more years recent, verifiable experience splicing and terminating Kerite high and medium voltage cables.
3. In addition, the cable splicer/terminator may be required to make an approved dummy or practice splice/termination in the presence of the Owner/Owner’s Representative in accordance with the cable manufacturer’s instructions before being approved as a qualified cable splicer.
4. The Owner/Owner’s Representative reserves the right to require additional proof of competency or to reject the individual and call for certification of an alternate cable splicer/terminator.
- G. Exothermic Welder Qualifications
1. Welders shall be previously qualified (within the past twelve months) by passing the tests prescribed in the AWS Standard Qualification Procedure or by passing such other tests as the Owner/Owner’s Representative may accept.
2. Welders, welding operators and tackers shall be qualified in accordance with the requirements of AWS D1.1.
3. Submit two certified copies of the qualification records to the Owner/Owner’s Representative as evidence of qualification to the above-mentioned code.
4. Each welder shall have two or more year’s recent, verifiable experience in performing exothermic welding.
5. In addition, the welder may be required to make an approved dummy or practice weld in the presence of the Owner/Owner’s Representative in accordance with the weld manufacturer’s instructions before being approved as a qualified welder.
6. The Owner/Owner’s Representative reserves the right to require additional proof of competency or to reject the individual and call for certification of an alternate welder.
- H. Lightning Protection System Installer Qualifications
1. The Contractor must provide documentation that each installer has been certified with at least five years of recent experience in installing lightning protection systems.
2. The Owner/Owner’s Representative reserves the right to require additional proof of
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competency or to reject the individual and call for certification of an alternate lightning protection system installer.

1.03 MANUFACTURER'S INSTRUCTIONS

- A. Where required by Specifications, submit manufacturer's printed instructions in the quantity required for product dates, delivery, handling, storage, assembly, installation, start-up, adjusting, balancing, and finishing as applicable.
- B. Contractor shall comply with manufacturer's instructions in fullest detail, including performance of each step of assembly or installation in exact sequence. Should manufacturer's instructions conflict with Contract Documents in any manner, request immediate clarification from Owner/Owner's Representative before proceeding with the operation in question.

1.04 MINIMUM CONSTRUCTION TOLERANCES AND REQUIREMENTS

- A. Where stricter standards or tolerances are specified elsewhere in the Specifications or in references specified in the Specifications, such stricter standards or tolerances shall take precedence over the standards and tolerances enumerated herein.
- B. Construct and install all parts of the Work level, plumb, square and in correct position unless explicitly shown or specified otherwise.
 - 1. No part shall be out of plumb, level, square or correct position so as to impair the proper functioning of the part or the Work, in the sole determination of Owner/Owner's Representative.
 - 2. The following tolerances shall apply to plane surfaces:
 - a. No point in the plane surface shall be out of correct position by more than 1/8 in.
 - b. No straight-line tangent to the plane surface shall vary from the plane surface by more than 1/8 in. in 10 ft. (non-cumulative).
- C. Make all joints tightly and neatly.
 - 1. Only apply moldings, sealant, or other joint treatment with explicit permission of Owner/Owner's Representative unless it is explicitly so specified or shown.
- D. Provide galvanic insulation between dissimilar metals that are not adjacent on the standard galvanic scale.
- E. Fasteners and fastening:
 - 1. All fasteners used by all trades in exterior applications and elsewhere where dampness or corrosion can reasonably be anticipated shall be corrosion-resistant.
 - a. Fasteners for carpentry in exterior applications or in potentially damp locations shall be stainless steel, aluminum, or double hot-dip galvanized steel.
 - b. Fasteners for other materials in exterior applications, in cellars and crawl spaces, embedded in exterior walls, at or above the roof, and other places where dampness and corrosion can reasonably be anticipated shall be one of the types specified below (as applicable).
 - 2. Fasteners for copper, brass and bronze in all locations and under all conditions shall be copper, brass, or bronze, respectively.
 - 3. Fasteners for stainless steel in all locations and under all conditions shall be stainless steel.

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4. Fasteners for aluminum shall be stainless steel or aluminum where exposed to view, and stainless steel, aluminum or double hot-dip galvanized steel where not exposed to view.
 5. Fasteners for ferrous metals in all locations and under all conditions shall be galvanized or stainless steel.
 6. If corrosion-resistant fasteners are not available for a given application, notify Owner/Owner's Representative for direction regarding alternative corrosion protection methods.
- F. Apply protective finish to parts of the Work before concealing parts (i.e., paint door tops and bottoms before hanging doors, paint degradable mounting plates before installing other parts over them, etc.).
1. Unless specified otherwise, paint concealed materials and products with same primer and finish specified for exposed surfaces. If concealed materials are fully covered, primer alone is sufficient unless specified otherwise.
 2. Concealed products that are already corrosion-protected need not be protected further unless specified otherwise.
 3. Refer to individual Specification Sections for additional protective finishes or coatings requirements.
- G. Manufacturers, subcontractors, and workers shall be experienced and skillful in performing the work assigned to them.
- H. Verify critical dimensions in the field before fabricating items, which must fit adjoining construction.
- I. Where accessories are required in order to install parts of the Work in usable form, provide such accessories even where not explicitly specified or shown.
- J. Whenever possible, accessories shall be manufactured by the same manufacturer as the larger part or device for which they are to be used.
- K. Adjust and test operation of all items of equipment, leaving them fully ready for use (refer to Section 01660 for mechanical and electronic equipment start-up restrictions).

1.05 GENERAL WORK REQUIREMENTS

- A. Seal all cracks and openings to make exterior skin of buildings tight to water and air entry, as specified.
- B. Provide adequate blocking, bracing, nailers, fastenings, and other supports to install parts of the Work securely.
1. Blocking, bracing, nailers, fastenings, and other supports shall be of a type not subject to deterioration or weakening as the result of environmental conditions or aging.
 2. Secure any objects suspended directly overhead in accessible areas (or suspended over adjacent areas where a falling object can rebound into an accessible area) such that each suspended object has complete redundancy of adequate support connected to the structure of the building.
- C. Provide bases, pads, inserts, blockouts, and other miscellaneous supporting structures as required for all portions of the Work, even where it may not be explicitly indicated but is nonetheless required for a complete or proper installation.
-

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PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01440

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Section 01455
Testing and Inspection Services
June 28, 2023

**SECTION 01455
TESTING AND INSPECTION SERVICES**

PART 1 - GENERAL

1.01 TESTING AND INSPECTING SERVICES

A. General:

1. In reference to Subparagraph 5.7.2. of the General Conditions of the Contract for Construction, Owner will employ, and pay for services of an independent testing laboratory to perform specified services.
2. Employment of testing laboratory by Owner shall not, in any way, relieve Contractor of its obligation to perform work in accord with Contract requirements.
3. Contractor shall pay all costs for tests failed and retesting required because of failures due to defective work or materials, as well as charges related to standby and/or remobilization.
4. Costs for testing of materials or procedures that are deviations or substitutions from Contract provisions shall be borne by Contractor if the tests are conducted to determine the acceptability of the proposed deviations or substitutions.
5. Review or inspection (or failure to do so) by Owner's Representative or Owner's authorized testing agency of Contractor's materials and/or Work constitutes neither acceptance on Owner's part nor waiver of Owner's right to future review or inspection.

B. Purpose: Independent testing laboratory services are required to provide unbiased quality control information necessary to protect the interests of Owner and to furnish such technical abilities as may be of benefit to the project.

C. Extent of laboratory services:

1. Cooperate with Owner's Representative and Contractor. Provide qualified personnel promptly on notice.
2. Perform specified tests, and additional tests which may be necessary. Refer to individual Specifications Sections for required tests and inspections.
 - a. Comply with specified standards insofar as they apply to the Work.
 - b. Ascertain compliance with requirements of Contract Documents.
3. Promptly notify Owner's Representative and Contractor of noncompliance, irregularities, or deficiencies in the Work which are observed during performance of services.
4. Conduct inspections and tests and provide reports as soon as possible so as not to delay the Work.
 - a. Make an accurate written report of all tests and inspections, and deliver same to Owner's Representative. As a minimum, unless directed otherwise, a written report shall be prepared for all tests and inspections, or in some instances, series of tests and inspections.
 - b. In addition to submitting copies to Owner's Representative, submit copies to Contractor, Structural Engineer, to local building authorities as required by Codes and Ordinances, and to other parties as directed by Owner's Representative in the instructions to the laboratory.
 - c. Reports shall include: Date issued and date of test, project title and number, testing laboratory's name and address, name and signature of laboratory supervising engineer, inspector, date of inspection or test, record of temperature and weather, identification of product and project Specifications Section number, location in project, type of inspection or test, and comments regarding compliance with

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- Contract Documents.
 - d. Perform additional services as may be required or ordered by Owner's Representative.
 - D. Testing laboratory is not authorized to:
 - 1. Release, revoke, alter, or enlarge upon requirements of Contract Documents.
 - 2. Approve or accept any portion of the work.
 - 3. Perform any duties of Contractor.
 - E. Tests and inspections: Sampling, inspection, and testing shall include, but not necessarily be limited to, the following:
 - 1. Soils for use in fills and backfills: Determine suitability.
 - 2. Foundation bearings: Inspect and test.
 - 3. In-place fills and backfills: Inspect and test.
 - 4. Reinforcing steel: Inspect and test.
 - 5. Concrete ingredients: Inspect and test.
 - 6. Concrete quality control: Inspect and test.
 - 7. Structural steel: Inspect and test.
 - 8. Welding and structural bolting: Inspect and test.
 - 9. Concrete unit masonry including veneer ties.
 - 10. Fireproofing: Inspect and test.
 - 11. Asphalt concrete; asphalt concrete base: Inspect and test.
 - 12. Refer to individual Specifications Sections for additional specific testing requirements.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel. Provide access to Work site, and to manufacturer's shops as may be required by laboratory personnel to perform inspecting, sampling, and testing services.
- B. Notify laboratory sufficiently in advance of project need to allow for scheduling, assignment of personnel, inspecting, and testing (at least 48 hours).
- C. Provide for laboratory sampling in required quantities, all representative samples of materials to be tested.
- D. Furnish copies of all test reports and certifications which may be required by testing laboratory.
- E. Furnish casual labor and facilities:
 - 1. To provide access to work to be inspected and tested, facilitate inspections and tests, and to obtain and handle samples at the Job Site.
 - 2. For laboratory's exclusive use for storage and curing of test samples.
- F. Arrange with laboratory and pay for:
 - 1. Additional inspections, samples, and tests required for Contractor's convenience.
 - 2. Additional tests when initial tests indicate work does not comply with Contract requirements.

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Testing and Inspection Services
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- G. Provide storage and protection of materials. Remove materials as necessary for inspections and tests, and replace same after inspections and tests have been performed by the laboratory.

END OF SECTION 01455

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Section 01500
Temporary Construction Facilities
June 28, 2023

**SECTION 01500
TEMPORARY CONSTRUCTION FACILITIES**

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Provide all construction facilities and temporary controls required for the Work of the project and maintain supervision of same.
- B. Verify with the Owner's Representative and provide as required, the following items without additional cost to the Owner:
 - 1. Temporary lighting required that would be in addition to that existing.
 - 2. Power extension cords for tools and equipment.
 - 3. Temporary field offices and storage sheds.
 - 4. Temporary barriers and fences.
 - 5. Temporary controls for noise, dust, water and erosion.
 - 6. Temporary construction aids.
 - 7. Temporary tree and plant protection.
 - 8. Security, protection and safety signage.
 - 9. Temporary sanitary facilities.
 - 10. Temporary telephone service.
 - 11. All additional construction facilities and temporary controls required by, and in accord with, legal requirements.
- C. Provide all work and facilities in full accord with all authorities having jurisdiction, including but not limited to OSHA.
 - 1. The location of any temporary facilities and the extent of the facilities and services to be provided shall be subject to the requirements of the Contractor and the approval of, and to such conditions as, the Owner may prescribe.
- D. With regard to required construction facilities and temporary controls, provide for the following:
 - 1. Responsibility for initiating all safety measures including, but not limited to, all barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety devices of every kind required by Code, local utility company, or Owner.
 - 2. Disconnecting and removal of all construction controls that are not part of permanent construction when and as directed by Owner, or at completion of Work.
 - 3. Filing of all permits for construction with local authorities.
 - 4. Payment of all fees as well as all inspection and supervision costs as may be levied by the utilities.
 - 5. Payment of all usage, service and energy charges for temporary utilities for construction purposes.
 - 6. Maintenance of all of this Contractor's temporary work and facilities.
 - 7. Required grubbing, excavation and backfill for this Contractor's construction facilities.
 - 8. All barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety measures and devices of every kind required by Code, local utility company, or Owner.
 - 9. Disconnecting and removing of all of this Contractor's temporary work not part of permanent construction when and as directed by the Owner's Representative.

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Section 01500
Temporary Construction Facilities
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1.02 TEMPORARY SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL

- A. Since no services will be available for temporary toilets, provide, maintain and remove when directed, portable chemical toilets for this Contractor's construction and office personnel.
- B. Provide quantity and location of temporary toilets as required by authorities having jurisdiction, including, but not limited to OSHA, and subject to approval of the Owner's Representative.
- C. Maintain temporary toilets in a sanitary condition at all times, subject to approval of the Owner's Representative.

1.03 GENERAL ITEMS

- A. Noise Control: "Whisperize" and muffle all equipment.
- B. In general, make materials deliveries during normal working hours. Where special deliveries must be made at other times, request Owner approval. After approval, arrange for proper labor force to receive and unload. If this procedure is not complied with, delivery will not be permitted.
- C. Staging areas for delivery of materials and equipment will be at locations designated by Owner.
- D. Contractor understands that other contractors will be working on the site for the duration of this Contract. Sequence operations to accommodate and coincide with the operations of the other contractors, and as approved by the Owner. Areas will be made available in accord with Owner's requirements.
- E. Utility mains and utility services to buildings or other facilities of the Owner or another contractor shall not be cut off or otherwise interrupted without permission from the Owner or the Owner's Representative.
 - 1. After authorization, prior to interrupting any utility service, the Contractor shall ascertain that he has the proper materials, together with adequate workmen and equipment, to complete the work in a minimum amount of time.
 - 2. Where possible, interruption in service shall be scheduled during the hours when the facilities are not in use.
 - 3. Cost of delays and inconvenience to the Owner, when normal services are not resumed as scheduled, shall be chargeable to the Contractor.

1.04 CONTRACTOR ACCESS AND EGRESS

- A. Truck hauling of materials for the Work will be in accordance with the Contract Documents, the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION and the SPECIAL CONTRACT CONDITIONS.

END OF SECTION 01500

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Bridge Expansion Joint & Pedestal Repairs
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Section 01560
Erosion Control and Dewatering
June 28, 2023

SECTION 01560
EROSION CONTROL AND DEWATERING

PART 1 – GENERAL

1.01 Erosion Control

- A. Refer to Contract Drawings and Bid Manual.
- B. Refer to following list of documents attached with this section.
 - 1. SWPPP: The Contractor shall prepare the Storm Water Pollution Prevention Plan utilizing the template forms published by Reedy Creek Improvement District Planning & Engineering Department. The Contractor shall submit a completed SWPPP to RCID Planning and Engineering for review and the Contractor shall make all modifications and refinements to the plan requested by RCID Planning and Engineering. The Contractor shall provide the erosion control devices required by the plan and shall maintain them in accordance with Section 01010 until the punchlist is certified to be complete. *Rev. October 3, 2019*
 - 2. Turbidity Curtains: The Contractor shall provide turbidity curtains wherever required by its approved SWPPP
 - 3. De-watering: The Contractor shall submit all information required by RCID Planning & Engineering at least 21 days prior to the commencement of any dewatering activities; and the Contractor shall not begin dewatering activities until RCID Planning and Engineering has approved the proposed activities. The list of Submittal Information required by RCID P&E for SFWMD follows this Section of the specifications.
 - a. If any de-watering activity occurs adjacent to a wetland and extends longer than two weeks, then the Contractor shall provide an analysis engineered by a professional geotechnical engineer licensed to do business in the State of Florida that provides for wetland rehydration processes and monitoring. Further, the analysis shall consider the normal pool and seasonal high water elevations of any wetlands and surface waters adjacent to the proposed dewatering activities.
- C. The Contractor shall apply for the NOI and pay the filing fee.

END OF SECTION 01560

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Section 01560A
SFWMD Dewatering Permit Notification
June 28, 2023

SECTION 01560A
RCID PLANNING & ENGINEERING SUBMITTAL INFORMATION REQUIRED FOR
SFWMD DEWATERING PERMIT NOTIFICATION

The contractor shall submit the following information on company letterhead as part of their dewatering permit notification at least **21 days** prior to anticipated commencement of any dewatering activities. The contractor shall not begin dewatering until the Reedy Creek Improvement District has approved the proposed activity and an inspection of the system has been conducted.

1. Name of contractor;
2. Site location plan showing task specific dewatering locations (does not need to be on company letterhead);
3. Records that indicate the presence or absence of known areas of contamination within the project, and in adjacent areas that could be impacted if dewatering operations are performed. Also, if applicable, reasonable assurance that dewatering activities will not alter the contamination plumes movement or directions,
4. Proposed methods of construction;
5. Estimated pumping rates and duration of pumping;
6. Known volume to be discharged from vessels installed in the wet;
7. Estimated depth of drawdown;
8. Anticipated radius of the cone influence;
9. Proposed points of discharge;
10. Site water routing from excavation to stormwater retention area;
11. Proposed groundwater and surface water monitoring plans and turbidity monitoring plan;
12. Any other sites and tasks specific characteristics worthy of consideration;
13. Hydraulic information (i.e., normal pool and seasonal high water elevations) of any wetlands and surface waters within or adjacent to the proposed dewatering activities.

Along with the information above, weekly withdrawals will be submitted to Reedy Creek Improvement District every Monday for the previous week's dewatering.

Information shall be submitted through BIM360 for electronic review under the specific Project Folder, under Dewatering. Contractor shall notify Melissa Pulver and Katherine Luetzow via the Review Status form on BIM360. For BIM360 information, please contact RCID at 407-828-2250.

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Section 01560A
SFWMD Dewatering Permit Notification
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**Reedy Creek Improvement District Projects Master Dewatering Permit
Turbidity Monitoring Plan Requirements**

Description: Monitoring requirements for dewatering discharge. Turbidity is expressed in nephelometric turbidity units (NTU).

Location:

- (1) Background-
 - ~ Canals – 5 NTU
 - ~ Bay Lake/7 Seas Lagoon – 1 NTU
 - ~ Reedy Creek – 1 NTU
 - ~ Wetland – 1 NTU
- (2) Compliance--Samples shall be taken at the discharge point from the construction activity, i.e. at the location where that construction activity discharges into the receiving canal, lake, creek or wetland, AND at a location a minimum of 200 feet downstream of the location when that construction activity discharges into a canal, lake, or creek AND at any additional sampling locations as specified in this Dewatering Plan drawing.

Frequency: Turbidity monitoring sampling shall be conducted twice daily, with at least a four-hour interval between sampling events, during all work authorized by this permit.

Duration: Monitoring shall begin on the first day of construction for all activities related to the proposed activities. Monitoring shall cease when all construction activities related to the proposed activities are completed. The monitoring data must demonstrate that turbidity 200 feet downstream of all proposed activities or in the downstream canal or wetland is less than or equal to 29 NTU's above natural background turbidity for a period of seven consecutive days after completion of construction.

Reporting: All monitoring data shall be submitted to the Reedy Creek Improvement District as shown on the attached "RCID Weekly Dewatering Report".

If monitoring reveals violations of the state water quality standard for turbidity, discharge from the construction activities shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels.

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Section 01560A
 SFWMD Dewatering Permit Notification
 June 28, 2023

RCID Weekly Dewatering Report Planning & Engineering Department
P.O. Box 10170, Lake Buena Vista, FL 33830
(407) 828-2250 Fax: (407) 828-2560

Project Name: _____
Pump# _____
Location: _____
Discharging to: _____

Day/Date	Daily Meter Reading	Pump Shut off Reading*	Daily Volume	Turbidity Readings (Twice daily minimum of 4 hours apart)	
Previous Saturday Reading (if applicable)		*Only complete this column when turning pump off		Morning	Afternoon
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Weekly Daily Volume Total					

Report each meter reading daily. If you are pumping continuously, please carry over the previous week's last meter reading to report accurate volumes. Please call RCID Compliance for questions 407-468-0366.

Note: Report/s for each pump used in dewatering must be submitted to RCID Planning & Engineering Department on the following Monday after pumping occurred and continue each Monday until pumping for the location has ended.

END OF SECTION 01560A

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Section 01630
Substitutions and Product Options
June 28, 2023

**SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS**

PART 1 - GENERAL

1.01 INTENT OF CONTRACT DOCUMENTS

- A. Throughout the Contract Documents, products are referred to or identified by trade name or number, manufacturer's name or number, or in some like manner. When so identified, it is intended that the named product be provided. Any other product will be classified as a substitution.
- B. The term "product" includes materials, systems and equipment.
- C. It is the further intent of the Contract Documents that products be:
 - 1. New and best of their respective kinds.
 - 2. Furnished in ample quantities to facilitate proper and timely execution of the Work.
 - 3. Of one manufacturer for each specific purpose, insofar as is practical.

1.02 CONTRACTOR'S PRODUCT OPTIONS

- A. For products specified only by reference standards or performance characteristics, select any product meeting requirements, by any manufacturer. The Owner reserves the right, however, to exercise its prerogative in determining what is acceptable and what is not acceptable.
- B. For products specified by naming several manufacturers, select product from list of manufacturers named.
- C. For products specified by naming several manufacturers, but indicating the option of selecting equivalent products by stating "equivalent to" before specified product, submit request, as required for substitution, for any product not specifically named.
- D. For products specified by naming only one product and manufacturer, there is no option, and no substitution will be allowed.

1.03 SUBSTITUTIONS

- A. Requests received for substitution will not be considered, except for the following conditions:
 - 1. Product discontinued and no longer being manufactured.
 - 2. Insufficient quantity, except the following shall not establish cause for substitutions.
 - a. Failure to award a subcontract in sufficient time, or failure to place orders for products so as to insure delivery without delaying work.
- B. Delays beyond control, such as strikes, lockouts, fires, storms, or other acts of God, which may delay the procurement and delivery of products may constitute sufficient grounds for other Contract changes, but will not necessarily be sufficient cause for allowing substitutions.
- C. The Owner reserves the right to consider substitutions at any time during the progress of the Work when it would be in its best interests to do so.
- D. Submit written request for substitution and include:
 - 1. Complete data substantiating compliance of proposed substitution with Contract

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Contract: C006397

Section 01630
Substitutions and Product Options
June 28, 2023

-
- Documents.
2. For products, submit:
- a. Product identification: include manufacturer's name and address.
 - b. Manufacturer's literature: Product description, performance and test data and reference standards.
 - c. Samples, when appropriate.
 - d. Name and address of similar projects on which product was used, and date of installation.
- E. In making request for substitution, Contractor represents:
1. It has personally investigated proposed product or method, and determined that product is equal or superior in all respects to that specified.
 2. It will provide the same Warranty for substitution as for product or method specified.
 3. It will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects.
 4. It waives all claims for additional costs related to substitution, which consequently becomes apparent.
 - a. It will assume all additional cost of construction performed by other separate contractors to accommodate the accepted substitution.
 5. Cost data is complete and includes all related costs under its Contract, including redesign by a State of Florida Registered Engineer.
- F. Substitutions will not be considered if:
1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accord with Article 1.03 - Substitutions.
 2. Acceptance will require substantial revision of Contract Documents.

END OF SECTION 01630

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Bridge Expansion Joint & Pedestal Repairs
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Section 01640
Product Handling and Protection
June 28, 2023

**SECTION 01640
PRODUCT HANDLING AND PROTECTION**

PART 1 - GENERAL

1. DESCRIPTION OF REQUIREMENTS

- A. Transport, deliver, handle, and store materials and equipment at the job site in such manner as to prevent damage, including damage which might result from the intrusions of foreign matter or moisture from any source.
 - 1. In all cases, comply with:
 - a. Material and equipment manufacturer's instructions regarding temperature limitations.
 - b. Other environmental conditions which are required to maintain the original quality of the materials and equipment.
- B. Maintain packaged materials in manufacturer's original containers with seals unbroken and labels intact until they are incorporated into the work.
 - 1. Packaged material shall bear the name of the manufacturer, the product, including brand name, color, stock number and all other complete identifying information.
 - 2. Packages showing indications of damage that may affect conditions of contents are not acceptable.
- C. Remove all damaged or otherwise unsuitable materials and equipment promptly from the job site.
- D. Locate storage piles, stacks or bins so as to avoid being disturbed. Provide barricades as required to protect storage from damage.
- E. Protect all finished surfaces, through or over which materials and equipment are handled.
 - 1. Maintain all finished surfaces clean, unmarred and suitably protected until occupied by Owner.

END OF SECTION 01640

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
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Section 01700
Project Closeout
June 28, 2023

SECTION 01700
PROJECT CLOSEOUT

PART 1 – GENERAL

1.01 SUBSTANTIAL COMPLETION

- A. Contractor:
1. Submit written certification to Owner/Owner's Representative that project, or designated portion of project, is substantially complete.
 2. Submit list of major items to be completed or corrected.
- B. The Engineer/Architect and Owner/Owner's Representative will make a review of the work within 7 days after receipt of certification.
- C. Should the Engineer/Architect or Owner/Owner's Representative consider that Work is substantially complete:
1. Prepare, and submit to Owner, a list of items to be completed or corrected, as determined by the review.
 2. The Owner/Owner's Representative will prepare and issue a certificate of substantial completion, complete with signatures of Owner/Owner's Representative, Engineer/Architect, and Contractor, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Owner/Owner's Representative.
 3. Owner occupancy of project or designated portion of project:
 - a. Contractor shall:
 - (1) Obtain certificate of occupancy, if applicable
 - (2) Perform final cleaning in accord with Section 01710.
 - b. Owner shall occupy project or designated portion of project, under provisions stated in certificate of substantial completion.
 4. Contractor: Complete work listed for completion or correction, within designated time.
- D. Should the Owner/Owner's Representative or Engineer/Architect consider that Work is not substantially complete:
1. The Owner/Owner's Representative will notify Contractor, in writing, stating reasons.
 2. Contractor: Complete Work and send second written notice to Owner/Owner's Representative, certifying that project, or designated portion of project, is substantially complete.
 3. The Engineer/Architect and Owner/Owner's Representative will make a review of the Work within 7 days after receipt of certification.

1.02 FINAL REVIEW

- A. Contractor shall submit written certification that:
1. Contract Documents have been reviewed.
 2. Project has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in Owner's presence and are operational.
 5. Project is completed, and ready for final review.

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Bridge Expansion Joint & Pedestal Repairs
Contract: C006397

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Project Closeout
June 28, 2023

- B. The Engineer/Architect and/or Owner/Owner's Representative will make final review of the Work within 7 days after receipt of certification.
- C. Should the Owner/Owner's Representative or Engineer/Architect determine that Work is finally complete in accord with requirements of the Contract Documents, it will request Contractor to make project closeout submittals.
- D. Should the Owner/Owner's Representative or Engineer/Architect determine that Work is not finally complete:
 - 1. The Owner/Owner's Representative will notify Contractor, in writing, stating reasons.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies and subsequently submit written notice to the Owner/Owner's Representative certifying that the Work is complete.
 - 3. The Owner/Owner's Representative will make a review of the Work within 7 days after receipt of certification.

1.03 CLOSEOUT SUBMITTALS

- A. In addition to the requirements noted within the General Conditions of the Contract for Construction, Paragraph 9.4 - Substantial Completion and Final Payment, the following listed requirements supplement the requirements thereof. The Contractor shall:
 - 1. Deliver the project Record Documents in accordance with the requirements of Section 01720.
 - 2. Deliver the operating and maintenance data:
 - a. In accordance with the requirements of Section 01340.
 - b. In accordance with the requirements of applicable Specification Sections.
 - 3. Deliver warranties in accordance with the requirements of Contract Documents.
 - 4. Deliver all spare parts and maintenance materials in accordance with the requirements of Specifications Sections.
 - 5. Deliver evidence of compliance with requirements of governing authorities, including but not limited to:
 - a. Certificates of Inspection: Mechanical and electrical.
 - 6. Deliver certificates of insurance for:
 - a. Products
 - b. Completed operations.
 - 7. Deliver evidence of payments, waivers of claims and releases of liens, including:
 - a. Contractor's Affidavit of Payment of Debts and Claims and Release of Liens.
 - b. Duly execute all submittals before delivery to the Owner/Owner's Representative.

1.04 INSTRUCTION

- A. Prior to close-out of the Contract, the Contractor shall instruct, or cause to be instructed, the Owner's designated personnel in the proper operation and care of any specialized equipment or systems provided or installed by the Contractor as part of the Work. Only appropriately qualified personnel shall provide such instruction and all arrangements for such instruction shall be coordinated with the Owner/Owner's Representative. The cost for any such instruction shall be borne by the Contractor and is included in the Contract Sum.

1.05 OPERATION AND MAINTENANCE MANUALS FOR EQUIPMENT AND SYSTEMS

- A. Prior to close-out of the Contract, the Contractor shall furnish to the Owner/Owner's Representative
-

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not less than ONE (1) bound copy, and TWO (2) USB/flash drive copies of Operation and Maintenance (O&M) Manuals describing the proper operation and maintenance of all equipment and systems provided or installed by the Contractor as part of the Work. Information contained in the manual shall include, but shall not be limited to, the following information as it pertains to each piece of equipment or system furnished:

1. Manufacturer's specification
2. Manufacturer's operating instructions
3. Manufacturer's maintenance instructions
4. Any serial numbers unique to individual machines, equipment or devices.
5. Complete listing of equipment/system replacement parts, including part numbers.
6. Name and telephone number of source for equipment/system replacement parts.
7. Complete wiring and/or piping diagrams (as applicable).
8. Manufacturer's written warranty
9. Name and telephone number(s) of local, qualified service representative.

END OF SECTION 01700

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Section 01710
Cleaning
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SECTION 01710 CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Maintain job site, surrounding areas, and public properties free from improperly stored materials, accumulations of waste, debris, and rubbish caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, surplus materials, and clean all sight-exposed surfaces. Leave job site clean and ready for occupancy.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of materials of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING - GENERAL

- A. Cleaning and disposal:
 - 1. Conduct cleaning and disposal operations in accord with legal requirements.
 - 2. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- B. Burning:
 - 1. Burning of the trees, shrubs, bushes, etc., cleared on the project site will not be allowed within the project site.
- C. Hazards control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.

3.02 CLEAN-UP DURING CONSTRUCTION

- A. Execute cleaning to ensure job site, premises, adjacent and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust.
- C. At reasonable intervals during progress of Work, clean job site and public properties, and dispose of waste materials, debris and rubbish.
- D. Provide dump containers on job site for collection of waste materials, debris and rubbish.

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1. Permit Owner's other contractors to place waste materials, debris and rubbish in containers provided by this Contractor.
- E. Remove waste materials, debris and rubbish from job site, premises, adjacent and public properties and legally dispose of at public or private dumping areas off Walt Disney World property.
- F. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from height.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.03 FINAL CLEANING

- A. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- B. Remove grease, dust, dirt, stains, labels, furniture, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces.
 1. Clean and polish all factory finished surfaces such as plastic laminate, plated metals, stainless steel, and factory baked-on enamel surfaces.
- C. Repair, patch and touch-up marred surfaces to specified finish, and to match adjacent surfaces as appropriate.
- D. Broom clean paved surfaces; rake clean other surfaces of grounds.
- E. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.

3.04 GENERAL REQUIREMENTS

- A. If the Contractor fails to comply with the requirements of this Article, in the opinion of the Owner or the Owner's Representative, the Owner's Representative shall perform the necessary clean-up and deduct the cost of work from the monies due or to become due to said Contractor.

END OF SECTION 01710

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**SECTION 01720
PROJECT RECORD DOCUMENTS**

PART 1 – GENERAL

1.01 MAINTENANCE OF DOCUMENTS

- A. Maintain at Job Site, one copy of each of the following as record documents:
1. Contract Drawings (Hard copy prints or electronic copy, provided by Owner).
 2. Project Manual (Specifications) including Addenda/Bulletins issued prior to contract award.
 3. Approved shop drawings, product data and samples.
 4. Modifications: Revision Orders, Directives, Bulletins and other written amendments to the Contract.
 5. Field test records.
 6. As-built Drawings applicable to the project (if previously supplied).
- B. Adhere to following guidelines for maintenance of record documents:
1. Store record documents in temporary field office, apart from documents used for construction purposes.
 2. Maintain record documents in clean, dry, and legible condition.
 3. Do not use record documents for construction purposes.
 4. Make record documents available at all times for inspection by Owner's Representative and other authorized users.

1.02 RECORDING

- A. Label each record document "PROJECT RECORD" in 2 in. high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Record Contract Drawings: Legibly mark Drawings (or an electronic copy) to record actual construction.
1. Depths of various elements of foundation in relation to survey datum.
 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 3. Structural steel framing tolerances which deviate from referenced standards.
 4. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 5. Field changes of dimension and detail.
 6. Changes made by Revision Order, Directive, and other modification. Mark all areas on sheets affected by Contract Directives with a "cloud" and note with the Contract Directive number. Maintain binders with complete Contract Directives adjacent to Contract Drawings for convenient reference.
 7. Details not on original Contract Drawings.
- E. Record Specifications and Addenda: Legibly mark up each Section to record:

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1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed. Strike-through manufacturers and products that were not used on the project.
 2. Changes made by Revision Order, Directive, and other modifications.
 3. Other matters not originally specified.
- F. Shop drawings and samples: Maintain as record documents. Legibly annotate shop drawings and samples to record changes made after approval.
- G. In addition to requirements of this Article, comply with supplemental requirements of indicated mechanical, electrical, and equipment work.

1.03 AUDIT

- A. Project record documents will be reviewed monthly by Owner's Representative, who will use the current completeness of the record documents in evaluating the monthly progress payment request.

1.04 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS:

- A. The Record Drawings information shall be in strict accordance with the following codes and standards:
1. Reedy Creek Energy Services (RCES)
 2. Florida Department of Environmental Protection (FDEP)
 3. South Florida Water Management District (SFWMD)
 4. RCID Land Development Regulations

As-Built drawings must be received and accepted by the agencies, SFWMD, RCID, RCES and FDEP before the corresponding system(s) will be allowed to be put into service.

1.05 RECORD OR "AS-BUILT" SURVEYS

- A. The Contractor shall retain the services of a registered Professional Surveyor, who is licensed in the State of Florida and approved by the Owner, to provide professional surveying and mapping services to maintain survey control, layout and stake the Work and perform the As-Built Survey during construction. Prior to any services being performed, the Contractor shall submit the name and address of any proposed registered professional and a written acknowledgement from the Professional Surveyor stating that he/she has the hardware, software and adequate scope of services in his/her contractual agreement with the Contractor to fully comply with the requirements of this specification. It is recommended that the Surveyor and Mapper attend the Preconstruction meeting. The Florida Licensed Professional Engineer shall be qualified in the discipline required for the specific services required for the Project. The Contractor shall require the Professional Surveyor to locate all improvements for the Project As-Built Survey using the grid coordinate system and the vertical datum referenced on the Drawings. The As-Built Survey shall clearly show the designed and constructed locations and elevations information for ease of comparison
1. The surveyor shall provide on-site survey while construction is in progress and at such other times as required to fulfill his professional obligations and as listed below.
 - a. All existing structures, utilities, and features revealed during the course of construction shall be accurately located and dimensioned. Movement of such utilities or structures required by project installation shall be recorded as "As-Built". This requirement shall apply whether the existing structure, utility or

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feature was shown on the original contract drawings or not.

- B. Compliance of work shall be in accord with Minimum Technical Standards of Florida Administrative Code Chapter 61G17-6, and in particular "61G17-6.005" Construction Layout, Record or As-built, Quantity and Right of Way Surveys."
- C. Survey documents shall comply with the Minimum Technical Standards of Chapter 5J-17 of the Florida Administrative Code (FAC) and Table 01050-1 Minimum Survey Accuracies, whichever are more stringent. All coordinates shall be geographically registered in the Florida State Plane Coordinate System using the contract Drawings control points for horizontal and vertical controls.
- D. For RCES as-built requirements, please refer to Section 01721.
- E. More specifically, the "As-Built" survey shall include but not be limited to the following:
 - 1. DELIVERABLES:
 - a. TWO (2) USB/flash drive electronic copies digitally signed and sealed.
 - b. **The documentation shall be labeled to include the following:
 - c. Engineering and/or Survey Company Name with "prepared by" statement, Project Name, Reedy Creek Improvement District (RCID) Project Number (if any), Date of the data, Designate "Record Drawing", "Preliminary Record Drawing" or "Other" (with description of "Other").
 - d. ONE (1) each - 11" x 17" printed copy, signed and sealed.
 - e. Everything in the ground shall be "as-built" and submitted to RCID in a signed and sealed, scanned PDF format.
 - f. Auto-CAD Files (version 14 or higher) must be submitted in DWG format, minimally.
 - g. Each file should be for one layer included below. Multiple sections will not be accepted in one file.
 - h. Provide outline of layers on the Auto-CAD file.
 - i. Auto-CAD files shall be saved by using the E-TRANSMIT command.
 - j. Tie into section corners in the Florida State Plane Coordinate System East to insure proper orientation at each end of baseline. Section corner tie sheets can be obtained from the Orange County Surveyor's web page.
 - 2. DATUM:
 - a. As used in the design and shown on the Record Drawing; Horizontal datum shall be referenced to the Disney Grid System or North American Datum of 1983, on the 1990 adjustment for Florida Transverse Mercator - East Zone. The same datum used in the design and shall be shown as the datum used in the Record Drawing; Vertical datum shall be referenced to the National Geodetic Vertical Datum of 1929, NGVD29 Disney Datum or to the North American Vertical Datum of 1988. THIS SHALL BE CLEARLY NOTED ON THE PLANS.
 - b. Where there is no baseline, the baseline for water main should be the sanitary sewer, if there is no sanitary sewer then the storm sewer, if no storm sewer the property/ROW line, baseline for sanitary sewer should be the sanitary sewer, baseline for storm sewer should be the storm sewer.
 - c. All record data shall be digitally positioned on the design drawings prepared by the engineer of record. Said design drawings shall be complete and include both plan and profile views of the infrastructure.
 - d. In all cases, State Plane Coordinates shall be used in the electronic datum, station, off-set and elevations shall be shown on the plan.
 - 3. GENERAL: (FOR ALL LAYERS)
 - a. All references to "proposed" and "plan" are to be removed from the Record

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- Drawing.
- b. All lines, structures, and other items that are relocated will be removed and shown in the proper location (hand written notes and "x"ing out will not be allowed).
 - c. All record drawings will be signed and sealed by a Registered Land Surveyor or a Professional Engineer licensed to practice in the State of Florida. If certified by a Surveyor, a Professional Engineer will sign off stating that the record drawings were checked by the Engineer of Record, verifying that they inspected the work.
 - d. Clearly mark existing infrastructure which is to remain.
 - e. Clearly mark existing infrastructure which has been abandoned, and how it was abandoned (capped, filled with flowable fill, etc.).
 - f. All Detail sheets shall be included with each record drawing set.
 - g. Supply all surveys of the project and or property.
 - h. As-built drawings shall be drawn at a scale of no smaller than 1" = 100'. Areas requiring additional detail may be enlarged as necessary. Right-of-way, easements and lot lines shall be accurately shown. Lot and block numbers and street names shall be included.
4. STORMWATER PIPE CROSSINGS AND SEPARATIONS FROM ALL OTHER UTILITIES: (PART OF EACH APPLICABLE LAYER)
- a. Pipe types, sizes and material.
 - b. Crossings; Top and bottom elevations of pipes crossing each other and the distance between the outside of the two lines.
 - c. Separation; Distance between the outside of the two lines.
5. STORMWATER CONFLICT STRUCTURES: (PART OF EACH APPLICABLE LAYER)
- a. Top and bottom of casing.
 - b. Length, material and size of the casing.
 - c. All info asked for in storm or sanitary manhole descriptions with the addition of top of all pipes.
6. CASINGS AND CONDUITS: (PART OF EACH APPLICABLE LAYER)
- a. Size, material, depth and thickness.
 - b. Length and station and offset of ends.
 - c. Top elevation of casing.
 - d. If used, station and offset for vent, including tap location, and fittings.
7. STORM SEWERS AND UNDERDRAIN: (TO BE LOCATED ON A SEPARATE LAYER)
- a. Manhole and catch basin rim elevation, outfalls and top of headwall invert elevations and direction, weir and skimmer elevations, bottom of manholes and catch basins (sumps).
 - b. Length of run between storm structures, type of and size of pipe material with calculated percentage of slope for the run of pipe.
 - c. Location of service connections (without manholes) together with the invert elevation, pipe diameter and material.
 - d. Dry retention, wet retention, dry detention, and wet detention area as-builts to comply with the SFWMD permit requirements.
 - e. Exfiltration trenches, Station at beginning and end of system, width, depth.
 - f. Top of and toe of slope on berm elevation designed to stop flooding.
 - g. Underdrain, Station at beginning and end of the system, type of and size of pipe with clean-out locations.
8. ROADWAY AND BRIDGES: (TO BE LOCATED ON A SEPARATE LAYER)
- a. Center line, edge of pavement, and curb flow line elevations shall be taken at a minimum of 100' intervals and at all grade breaks or as directed by the Engineer of Record or to match the proposed elevations on the construction plans.
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- b. Sidewalks, driveways locations and elevations as directed by the Engineer of Record (EOR) or to match the proposed elevations on the construction plans.
 - c. Bridge slabs and surface elevations shall be taken at a minimum of 100 foot intervals and at the beginning, center, end of the bridge, including every grade break point and gutter line or as directed by the Engineer of Record or to match the proposed elevations on the construction plans.
 - d. Bottom of bridge girders.
 - e. The contractor shall provide all data requested by the EOR, in enough time in advance of the anticipated in-service date, to allow the EOR to assess whether the As-Bid load rating has changed.
 - f. At a minimum the Contractor shall provide materials testing results, bridge member dimensions, differences from predicted prestressed beam cambers and build-up dimensions, concrete test results, and any other strength related data.
 - g. The Contractor shall provide pile driving records, drilled shaft records, geotechnical reports and any other related documents.
 - 9. STREET LIGHTS AND TRAFFIC SIGNALIZATION: (TO BE LOCATED ON A SEPARATE LAYER)
 - a. Manufacturer, model, and height of poles shall be shown on the record drawings.
 - b. Manufacturer, model, and wattage and voltage of lights shall be shown on the record drawings.
 - c. Pull boxes, control boxes, cabinets, pedestrian signals and meters require station and offset.
 - d. Length of conduit runs between boxes and poles, type of, and size of pipe material. Shown as, laid in the ground not as a wiring schematic, with amount, by color, type of, and size of wiring material.
 - e. Service connection, type (RCID or Duke Energy owned) station and offset.
 - 10. IRRIGATION: (TO BE LOCATED ON A SEPARATE LAYER)
 - a. Backflow preventer, control stand location, control valve, zone, station and offset.
 - b. Main line piping size, material, lengths, depth.
 - c. Heads, Type (1/4, half, 3/4, full circle).
 - 11. LANDSCAPING: (TO BE LOCATED ON A SEPARATE LAYER)
 - a. Tree type, caliper, and height.
 - b. Tree grate, size, and model.
 - c. Station, elevation, length, width, and depth of Structural Soil used.
 - d. Top of and toe of slope on berm elevation for landscaping.
 - 12. PRIVATE CONSTRUCTION IMPACTS TO RIGHT-OF-WAY: (TO BE LOCATED ON A SEPARATE LAYER)
 - a. Private utility or revocable easements in the RCID ROW's or on RCID property must be shown on the plan. Any improvements within the easement need to be shown and called out as private. The recording information should be on the as-built.
 - b. Privately owned lighting, irrigation and landscaping in the RCID right-of-way needs to be called out as private and identified.
 - c. All aerial and underground footer easements (in ROW).
 - d. Communication lines and duct banks encountered.
 - 13. FLOWABLE FILL: (PART OF EACH APPLICABLE LAYER) Limits of flowable fill shall be noted on the as-built. (Location, Length, Width, & Depth)

1.01 DIRECTIONAL DRILL "AS-BUILT" SURVEYS

- A. The directional drill as-built shall be data sufficient to accurately integrate the information into the project as-built, determine the actual utility construction location in relation to the utility design

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location, and permit an accurate field location and site marking, as required by Sunshine One Call of Florida, of the mapped directional drill. Bore log shall be incorporated into the final record drawing set.

B. Horizontal Directional Drill Contractor Responsibilities:

1. The directional drill contractor will be responsible for providing the electronic tracement of the installed facility.
2. The electronic tracement for submittal purposes will be performed on the final reaming or pulling of the drill.
3. The linear distance between collected tracement data points will not be greater than 15 feet or individual lengths of bore casing; whichever is the lesser distance.
4. Field location of data collection points used by the contractor will either be coordinated with the surveyor for simultaneous field location or marked in the field in a manner that the surveyor can collect the corresponding horizontal location and finished ground elevation for mapping purposes.
5. The submitted data will include depths/distance from finished ground to the final installed facility/utility.

C. Florida Surveyor Responsibilities:

1. All submitted directional drill as-built surveys will be performed by a Florida licensed surveyor.
2. The submitted As-Built Map will be in accordance to Florida Statutes, Chapter 61G17-6 (Minimum Technical Standards.)
3. Every directional drill will be identified by a unique name or number and that referenced identifier will be on the corresponding map, profile and report.
4. All horizontal and vertical survey control will be referenced to a recognized datum.
5. The beginning and ending as-built stations will have referenced measurements and ties to the survey control.

D. The As-Built Report and/or Map will contain:

1. A measurement and integrated data statement; providing clear information of the data sources, assignment of responsibility and collection procedures on mapped features.
2. A horizontal position accuracy statement; stating "The well identified features have been measured to an estimated horizontal positional accuracy of ____."
3. A vertical position accuracy statement; stating the vertical control loop closure and stating "The well identified features have been measured to an estimated vertical positional accuracy of ____."
4. The directional drill map or report if a report is required, will be signed and sealed by the Registered Florida Surveyor.

1.02 SUBMITTAL

- A. At the end of each week's work, make available As-Built information for Owner and/or Representative's review, and provide an electronic file containing up-to-date As-Built information for all concealed work indicated on the Drawings.
- B. The Contractor shall submit a copy of the current monthly updated As-Built Survey ("Progressive As-Built Survey") signed and sealed and also submit identically matching electronic files in PDF format and the same CAD file format as the original design. The Progressive As-Built Survey shall be submitted to the Owner with each Application for Payment and indicate the horizontal and

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vertical locations of all constructed improvements to date with sufficient information and notes to easily determine if the improvements were constructed in conformance with the Contract Documents. The Progressive As-Built Survey submittals shall include a cover sheet and include the surveyor's statement regarding the constructed improvements being within the specified tolerances or if not indicating the variances.

The Contractor's submission of a Progressive As-Built Survey or Final As-Built Survey, as applicable, acceptable to the Owner, with its Application for Payment, is a condition precedent for payment. If unidentified utilities (not shown on the Drawings) are encountered during the installation of the Work, their horizontal and vertical location shall be included in the As-Built Survey. Provide the name and type of utility, the size and material type of pipe, conduit or structure and if known, the status (active or inactive) of the utility.

The Contractor shall submit documentation to verify the accuracy of field surveying work at the request of the Owner. Cost of said survey for each project shall be included in the Contract Sum.

- C. Contractor's failure to maintain Record Contract Drawings, As-Built Drawings, Record Specifications, As- Built Survey documentation or other record documentation, and make same available for Owner's Representative's review (minimum of weekly) shall be deemed cause to withhold payment of amounts otherwise due until such failure is remedied.

END OF SECTION 01720

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Section 01730
Execution
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**SECTION 01730
EXECUTION**

PART 1 – GENERAL

1.01 PRODUCT PREPARATION

- A. Install equipment and materials complete as specified, as required for operation and continuous service and as recommended by the manufacturer at the locations shown on the Contract Drawings.
- B. All equipment and hardware shall be inspected for visual defects and missing parts prior to installation.
- C. Missing pieces shall be replaced and all damage corrected prior to the installation by the Contractor.
- D. Install materials at times as required to meet the specified construction schedule and as necessary for movement of equipment into place without delaying the erection of structures and other equipment.
- E. Equipment shall be thoroughly cleaned of all shipping material, dust and dirt prior to installation.

1.02 EXISTING WORK

- A. Operations affecting existing work shall be conducted with care not to damage work in place.
- B. For the damage of existing work, refer to the Reedy Creek Improvement District General Conditions of the Contract for Construction.
- C. The disassembling, disconnecting, cutting, removal or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to all portions of existing work, whether they are to remain in place, be reused in the new work or be salvaged and stored.
- D. Where existing work is changed or removed, or where new work adjoins, connects to or abuts existing work, the existing work shall be altered as necessary and connected in a substantial and workmanlike manner.
- E. Existing work that is permitted to be abandoned by the Owner shall be abandoned in place or shall be removed as necessary so as not to interfere with the new work.
- F. All new work shall match, as nearly as practicable the existing adjoining and/or adjacent similar work.

END OF SECTION 01730

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Section 01750
Starting and Adjusting
June 28, 2023

**SECTION 01750
STARTING AND ADJUSTING**

PART 1 – GENERAL

1.02 CONTRACTOR'S DUTIES

- A. The Contractor shall provide all labor to prepare for the startup and initial operation of all electrical equipment as required to meet the Owner's/Owner's Representative's startup schedule.
- B. The contractor shall comply with the Owner's/Owner's Representative's switching and tagging procedures for all equipment prior to and during operation.
- C. Submit all test reports to the Owner's/Owner's Representative prior to the re-energization of all electrical systems.

1.02 OWNER'S REPRESENTATIVE'S DUTIES

- A. The Owner's Representative will provide all operating personnel.

END OF SECTION 01750

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Section 09870
Protective Coatings for Carbon Steel Light Poles and Mast Arms
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SECTION 09870
PROTECTIVE COATINGS FOR CARBON STEEL LIGHT POLES AND MAST ARMS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The intent of this section is to provide a durable, long-lasting coating system to withstand severe climatic conditions without the use of galvanizing.
- B. This section covers coatings of carbon steel traffic signal poles, traffic signal pole mast arms, and roadway light poles.
- C. Both exterior and interior coatings are included, as is their application following surface preparation.
- D. Contractor quality assurance and third-party inspection is also included.

PART 2 – PRODUCTS

2.01 INTERNAL COATING

- A. The internal coating shall be the rust inhibiting Carboline Carbomastic 15 or 90 Surface Tolerant Epoxy or equivalent.

2.02 EXTERNAL COATING

- A. The external coating shall be a three coat system as described below.
 - 1. The primer coat shall be the solvent based inorganic zinc primer Carboline Carbozinc 11 or equivalent.
 - 2. The intermediate coat shall be the cycloaliphatic amine epoxy Carboline Carboguard 893 or equivalent.
 - 3. The finish coat shall be the aliphatic acrylic polyurethane Carboline Carbothane 134 HG or equivalent.

PART 3 – APPLICATION

3.01 INTERNAL COATING

- A. Apply the internal coating per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.
- B. Dry film thickness of the internal coating shall be 4 to 6 mils.

3.02 EXTERNAL PRIMER COAT

- A. Apply the external primer coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.
- B. Prior to application, prepare the exterior surface in accordance with SSPC-SP10 / NACE No 2 near white metal.

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- C. Dry film thickness of the external primer coat shall be 2 to 3 mils.

3.03 EXTERNAL INTERMEDIATE COAT

- A. Apply the external intermediate coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.
- B. During application, the relative humidity shall not exceed 90%.
- C. Dry film thickness of the external intermediate coat shall be 3 to 4 mils.

3.04 EXTERNAL FINISH COAT

- A. Apply the external finish coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.
- B. Prior to application, lightly sand or abrade the previous application to roughen and degloss the intermediate coat.
- C. During application, the relative humidity shall not exceed 80%.
- D. Dry film thickness of the external primer coat shall be 2 to 2.5 mils.

PART 4 – QUALITY ASSURANCE**4.01 APPLICATOR QUALITY CONTROL**

- A. Quality Control Plan is required for all coatings. The Contractor is required at all times to coordinate the inspection efforts of the coatings with the Owner's Representative.
- B. The coating applicator shall keep records of its quality control throughout the application process. Records shall include, but not be limited to:
1. Environmental conditions during coating application.
 2. Surface preparation prior to coating application.
 3. Coating dry film thickness.
- C. The Owner shall retain a Third-party Inspector to perform shop and field inspections of the coatings. The coating applicator shall provide Owner's Inspector:
1. Copies of the manufacturer's product data information.
 2. Access to the work before, during, and after application of each coat. Access to shipping and receiving, production, and quality control records.
 3. If any issues should arise in the quality control inspection, testing shall be required that may affect the pole's finish.
 4. The pole manufacturer must submit an engineer's analysis report.

4.02 OWNER'S THIRD-PARTY INSPECTOR

- A. The Owner shall retain a Third-party Inspector to perform shop and field inspections of the coatings. At a minimum the Inspector shall be NACE Level 3 certified or equivalent.
- B. The Inspector shall visit each coating applicator's shop a minimum of two times during production. Shop inspections shall include, but not be limited to:
-

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Bridge Expansion Joint & Pedestal Repairs

Contract: C006397

Section 09870

Protective Coatings for Carbon Steel Light Poles and Mast Arms

June 28, 2023

-
1. Verification of materials.
 2. Verification of quality records.
 3. Witnessing of surface preparation and coating applications, including verification the coating applicator complies with the manufacturer's product data information.
 4. Measurement of coating dry film thickness.
- C. The Inspector shall also inspect the coatings of signal poles, signal pole mast arms, and light poles as installed/erected in the field. Any damage caused by shipping, handling, and/or erection shall be fixed by reapplication of the coating system in the field, including any required surface treatment. The reapplication of the coating system in the field shall be re-inspected by the Inspector. Re-inspection costs shall be borne by the Contractor.

END OF SECTION 09870



**RCES Underground Construction Rules
In the Vicinity of RCID Electric Utilities**

Rev 5

<p>NOTICE</p> <p>THE INFORMATION IN THIS DOCUMENT INCORPORATES PROPRIETARY RIGHTS OF THE COMPANY. ANY PARTY ACCEPTING THIS DOCUMENT ACKNOWLEDGES THAT IT CONTAINS PROPRIETARY CONFIDENTIAL INFORMATION AND AGREES THAT IT SHALL NOT BE DUPLICATED IN WHOLE OR IN PART, NOR DISCLOSED TO OTHERS, WITHOUT WRITTEN CONSENT OF THE COMPANY.</p>			
	TITLE RCES Underground Construction Rules In the Vicinity of RCID Electric Utilities		
	SIZE A	DWG NO.	REV 5
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CHANGE HISTORY		
Revision	Reason for Change	Date
Rev 4	Initial Release	3-11-2017
Rev 5	Updated during 5G roll-out to allow for soft dig excavation up to TX pad without outage. Added summary table	4/18/2021

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Purpose:

These rules are to provide guidance for any work being performed in the vicinity of RCID electrical lines and equipment.

Notes:

- **All 480V, 12kV or 69kV electrical line proximity conflicts, as defined below, will require an outage de-energizing the circuit unless the conditions below are met.**
- Outage requests should be scheduled through RCES via email to the wdw.rces.outage.request@disney.com
- Requests should be submitted as far in advance as practical but must be submitted at least seven (7) days for 480V/12kV and ten (10) days for 69kV before the proposed outage
- Approvals will be granted based on resource availability.
- For emergency requests, contact RCES Energy Control Center at 407-824-4185.

General Requirements/Definitions:

- Contractors must have a *Sunshine 811* locate ticket onsite before any excavation work or subsurface exploration can begin.
- In addition to the utility location(s) provided through the *Sunshine 811* process, contractors are required to provide locate equipment or have locate services available (subcontracted) for soft dig and electric field detection.
- **Visual confirmation** is required to determine and/or verify the installation type of any existing circuit(s) within the proximity of proposed excavation limits and/or directional drill bore path(s) as described below. This information will dictate whether or not the circuit will need to be de-energized prior to any hand digging or heavy equipment excavation taking place. In areas where visual confirmation cannot be obtained, contractor shall coordinate with RCES to evaluate record documents. However, in the event that the installation type cannot be verified through visual confirmation, the contractor shall assume the circuit is "direct buried" type, which will require de-energizing prior to excavation within proximity as per the guidelines below.
 - **NOTE:** The only approved method to obtain visual confirmation to determine if a conflict exists between a proposed new installation excavation and/or directional drill bore path and an existing flagged utility location WITHOUT an outage de-energizing the existing circuit is utilizing soft dig method.
- **Soft dig** is defined as any excavation using tools or equipment that utilize air or water pressure as the direct means to break up soil or earth for removal by vacuum excavation.
- **Hand dig** is defined as any excavation using hand shovels (made with non-conductive handles) to break up soil or earth for removal.
- **Soil Probes** used for locating purposes must be made of non-conductive materials.
- **Confirmation of De-energization:** If de-energizing is required, a pre-job briefing with RCES operations team is required to confirm the energized state of all lines (12kV or above) or equipment (transformers, etc.) involved in the scope of work. It is the contractor's responsibility to identify the energy source for all 480V and below electrical lines.

480V & Below Electrical Lines:

- All visual confirmation and excavation work require a *Sunshine 811* locate ticket.
- **Visual Confirmation** – approved methodology: Soft dig only
 - **Purpose:** to verify location, elevation and installation type (i.e. direct buried cable or conduit)
 - Soft digs are required at all crossings.
 - Visual confirmation via soft dig methodology may be performed while energized.
- In Conduit (this is the only RCID approved method)
 - Contractor is required to visually confirm the location of the conduit using soft dig protocol as defined above.
 - **Once visually confirmed, soft or hand digging** is allowed WITHOUT an outage de-energizing the existing circuit if the work to take place is within 3' from the visually confirmed conduit(s).
 - Excavation utilizing heavy equipment is NOT allowed within 3' of the visually confirmed conduit(s).



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12kV Electrical Lines:

- All crossings (open cut excavation and/or directional bore) require coordination with RCES.
- All visual confirmation and excavation work require a *Sunshine 811* locate ticket.
- **Visual Confirmation** – approved methodology: Soft dig only
 - **Purpose:** to verify location, elevation and installation type (i.e. direct buried cable, conduit or encased duct bank)
 - Soft digs are required at all crossings.
 - Visual confirmation via soft dig methodology may be performed while energized.
- **Parallel Excavation Work**
 - Prior to excavation utilizing heavy equipment or hand digging the following criteria must be established
 - If edge of excavation is within 3' of a located line/conduit/duct bank, soft digs are required at 20' intervals along the length of the excavation to ensure conduit does not bend into a conflict along excavation path.
 - Soft digs around splice pits are required at 3' intervals.
 - **Concrete Encased Duct Banks**
 - Contractor is required to visually confirm the location of the duct bank using soft dig protocol as defined above.
 - Once visually confirmed, no de-energization is required.
 - Depending on width of excavation under the duct bank, support of the duct bank may be required.
 - Reinforced concrete duct bank: exposing 20' or more will require support.
 - Non-reinforced concrete duct bank: exposing 10' or more will require support.
 - If duct bank support is required, contact RCES and submit duct bank support design proposal for evaluation.
 - **Conduits**
 - Contractor is required to visually confirm the location of the conduit using soft dig protocol as defined above.
 - **Once visually confirmed, soft or hand digging** is allowed WITHOUT an outage de-energizing the existing circuit if the work to take place within than 3' from the visually confirmed conduit(s).
 - **Direct Buried or Unconfirmed Installation Method**
 - Contractor is required to visually confirm the location of the lines using soft dig protocol as defined above.
 - De-energization is required for any crossing.
 - De-energization is required if any work is to take place within 3' of visually confirmed located lines

Electrical Equipment:

- When any work activities (open cut excavation and/or directional bore, etc.) are proposed within 5' of electrical equipment (transformers, switches), contractor shall locate utilities in area and contact RCES to discuss construction parameters prior to proceeding with proposed work.
 - NOTE: As referenced above soft dig method is required to determine utility locations for new installations up to the equipment pad unless all 12kV and service voltages are de-energized.
- When work is proposed inside the 480V or 208V secondary compartment
 - A scheduled outage is required for entry
 - Outage requests should be scheduled through RCES via email to wdw.rces.outage.request@disney.com
 - Requests should be submitted as far in advance as practical but must be submitted at least three (3) business days before the proposed outage.

Working within Manholes:

- Please reference the RCES Energized Electrical Manhole Entry Procedure

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69kV Electrical Lines:

- All crossings (open cut excavation and/or directional bore) require coordination with RCES.
- All visual confirmation and excavation work requires a *Sunshine 811* locate ticket.
- **Visual Confirmation** – approved methodology: Soft dig only
 - **Purpose:** to verify location, elevation and installation type (i.e. direct buried cable, conduit or encased duct bank)
 - Soft digs are required at all crossings.
 - Visual confirmation via soft dig methodology may be performed while energized.
- **Parallel Excavation Work**
 - Contact RCES for any scheduled excavation within 10' of a 69kV line(s).
 - Prior to excavation utilizing heavy equipment or hand digging the following criteria must be established
 - If edge of excavation is within 10' of a located line/conduit/duct bank, soft digs are required at 20' intervals along the length of the excavation to ensure conduit does not bend into a conflict along excavation path.
 - Soft digs around splice pits are required at 5' intervals.
 - Soft digs for visually confirmed duct bank(s) and conduit(s) can be performed while energized.
 - Soft digs are required at all crossings.
 - If work requires a crossing within 10' of a 69kV line(s), the line(s) must be de-energized.
 - If work requires a parallel run within 10' of a 69kV line(s), the line(s) must be de-energized.
 - Approvals will be granted based on resource availability.
 - For emergency requests, contact RCES Energy Control Center at 407-824-4185.


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Visually Identify Potential Conflicts

Type	Method For Direct Buried Cables	Method For Cables in Conduit	Method For Concrete Encased Duct Banks
480V	N/A	Soft dig only	N/A
12kV	Soft dig only	Soft dig only	N/A
12kV Splice Pits	Soft dig only	Soft dig only	N/A
69kV	Soft dig only	Soft dig only	N/A

Parallel Digging After Conflict Has Been Visually Identified

Type	Method For Direct Buried Cables	Method For Cables in Conduit	Method For Concrete Encased Duct Banks
480V	N/A	</= 3' Soft dig at 20' intervals along length of excavation > 3' Any method	N/A
12kV	</= 3' Outage REQUIRED [Call RCES] > 3' Any method	</= 3' Soft dig at 20' intervals along length of excavation > 3' Any method	Any method – but duct bank support may be necessary [Call RCES]
12kV Splice Pits	</= 3' Outage REQUIRED [Call RCES] > 3' Any method	</= 3' Soft or hand dig at 3' intervals along length of excavation > 3' Any method	N/A
69kV	</= 10' Outage REQUIRED [Call RCES] plus soft dig at 20' intervals along length of excavation > 10' Any method		
69kV Splice Pits	</= 10' Outage REQUIRED [Call RCES] plus soft dig at 20' intervals along length of excavation > 10' Any method		

Crossings/Approach After Conflict Has Been Visually Identified

Type	Method For Direct Buried Cables	Method For Cables in Conduit	Method For Concrete Encased Duct Banks
480V	N/A	Soft dig only	N/A
12kV	Outage REQUIRED [Call RCES]	Contact RCES ¹	N/A
69kV	Outage REQUIRED [Call RCES] and soft dig at all crossings		

Work in the Vicinity of Electric Lines and Equipment After Conflict Has Been Visually Identified

Type	Method For Direct Buried Cables	Method For Cables in Conduit	Method For Concrete Encased Duct Banks
480V	N/A	</= 3' Soft or hand dig only > 3' Any method	N/A
12kV	</= 3' Outage REQUIRED [Call RCES] > 3' Any method	</= 3' Soft or hand dig only > 3' Any method	N/A
69kV	</= 10' Outage REQUIRED [Call RCES] > 10' Any method		
Equipment	Contact RCES ²		N/A

¹ - RCES will review potential impact/scope and determine the need for an outage.² - RCES will likely tell you that you may soft dig up to edge of pad but require an outage for entry into equipment.SIZE
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Bid Submittal Affidavit (REVISED)

Title: Bridge Expansion Joint & Pedestal Repairs
Bid #: C006397
Contact: Central Florida Tourism Oversight District
Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

SECTION 1. BASE BID

Company Name: SEMA Construction, Inc

We have examined all the bidding documents and the site of the Work, and submit the following bid proposal in which we affirm the following statements:

- A) We will hold our Bid open and valid for ninety (90) days from the date of bid opening per Section 7 of the Invitation to Bid;
- B) We will enter into a Lump Sum Agreement on the form provided by the Owner if awarded the contract based on our Bid;
- C) We will perform and complete all Work in strict compliance with the Contract Documents as defined in the General Conditions of the Contract for Construction;
- D) We will commence and complete the Work in strict accordance of the Project Milestone Schedule, Exhibit B of the Project Manual;
- E) We will perform and complete all Base Bid Work for the Lump Sum Fixed Price of:

(Base Bid in words)

Seven Hundred and Fifteen thousand, Five hundred DOLLARS

(\$ 715,500.00) which covers the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials, and all taxes).

SECTION 2. BID DOCUMENTS and ADDENDUM ACKNOWLEDGEMENT

Our company acknowledges receipt of the Invitation to Bid, and all other bidding documents for the Project including the following Addendums:

Addendum No. 1, dated July 13, 2023.
Addendum No. 2, dated July 20, 2023.
Addendum No. 3, dated July 24, 2023.
Addendum No. 4, dated July 25, 2023.
Addendum No. , dated .
Addendum No. , dated .

SECTION 3. BIDDER CHECKLIST

- ☒ Bidder acknowledges receipt of all Addenda.
- ☒ Bidder has submitted this complete and signed Bid Affidavit.
- ☒ Bidder has submitted ~~Form 1 - Proposed Subcontractors & Suppliers; Form 2 - Affidavit of DSBE Goal Attainment; Form 3 - DSBE Self-Classifying Information for Prime, if applicable, and for all eligible subcontractors; Form 4 - DSBE Good Faith Efforts.~~
- ☒ Bidder has submitted a Bid Bond, if required, in the amount of 5% of the Base Bid affirming you will not withdraw your bid, and, if awarded, that you will enter into a written contract with Reedy Creek Improvement District.
- ☒ Bidder has submitted **Exhibit C - Schedule of Unit Prices.**

SECTION 4. BID AFFIDAVIT; NON-COLLUSION

I, Justin Oakes, as a duly authorized employee of the Company, affirm I have executed this Bid with full authority to do so and that the Company has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with above named project with any other Bidder, and;

that all statements contained in our bid and in this affidavit are true and correct, and made with full knowledge that Reedy Creek Improvement District relies upon the truth of the statements contained in said Bid, and in the statements contained in this affidavit in awarding a contract for this project.

Affirmed this 24th day of July, 2023.

LEGAL COMPANY NAME:

SEMA Construction, Inc.

By: _____
(Signature)

Printed Name: Justin Oakes

Title: S.E. District V.P.

Telephone: 407-563-7900

E-Mail: joakes@sema.inc

Home Office Address: 6200 Hazeltine National Dr. Suite-100, Orlando, FL 32822

Exhibit B – Bid Pricing Form **(REVISED)**

ITB No.: C006397

Project: Bridge Expansion Joint & Pedestal Repairs

Company Name: SEMA Construction, Inc.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.0	GENERAL CONDITIONS				\$220,500.00
1.1	Performance and Payment Bonds	1	LS	\$20,000.00	
1.2	Temporary Construction Facilities	3	MO	\$7,500.00	
1.3	Project Management	3	MO	\$36,000.00	
1.4	Mobilization and Demobilization	1	LS	\$71,000.00	
1.5	Erosion and Sedimentation Control	1	LS	\$30,000.00	
1.6	Site Stabilization (Sodding)	1	LS	\$20,000.00	
1.7	Maintenance of Traffic (MOT)	3	MO	\$36,000.00	
2.0	BRIDGE CONSTRUCTION				\$495,000.00
2.1	Bridge 756020 - Expansion Joint Repairs	1	LS	\$56,000.00	
2.2	Bridge 756021 – Expansion Joint Repairs	1	LS	\$56,000.00	
2.3	Bridge 756026 – Expansion Joint Repairs	1	LS	\$45,000.00	
2.4	Bridge 756026 – Pedestal Repairs	1	LS	\$21,000.00	
2.5	Bridge 756027 – Pedestal Repairs	1	LS	\$21,000.00	
2.6	Bridge 756028 – Expansion Joint Repairs	1	LS	\$45,000.00	
2.7	Bridge 756028 – Pedestal Repairs	1	LS	\$25,000.00	
2.8	Bridge 756029 – Expansion Joint Repairs	1	LS	\$56,000.00	
2.9	Bridge 756029 – Pedestal Repairs	1	LS	\$75,000.00	
2.10	Bridge 756040 – Expansion Joint Repairs	1	LS	\$95,000.00	
SUBTOTAL					\$715,500.00
GRAND TOTAL					\$715,500.00

Exhibit D - Schedule of Unit Prices **(REVISED)**

ITB No.: C006397

Project: Bridge Expansion Joint & Pedestal Repairs

SECTION 1. SCHEDULE OF UNIT PRICES

In accordance with Article 12 of the General Conditions of the Contract for Construction, the following Unit Price Schedule may be used for additions and/or deletions to the Contract Work as the Owner's Representative may direct.

- 1.1 Unit Price items shall be inclusive of all items of expense, including but not limited to, applicable materials (delivered to the Job Site and unloaded), labor (including receiving, handling, scaffolding, distributing, storing, hoisting, installation, clean-up and protection), equipment, drafting services, trucking, permits, appliances, supervision, engineering, taxes, insurance, overhead, profit and bonds.
- 1.2 Except where specific exceptions are indicated, it is understood that all equipment and material to be furnished is to be identical with that which is called for in the Specifications.
- 1.3 The Unit Price indicated for each item hereinafter described shall remain in effect for the duration of the Contract and shall apply to both additions and deletions. Any changes in the Work shall be computed on a net quantity basis multiplied by the Unit Price.
- 1.4 For all Directive changes (Unit Price, Lump Sum or Time & Material), rentals for equipment not listed under Attachment "A" shall be based on a prorated portion as to the portion of the month used of the current monthly Blue Book rates; or by actual invoice from the Rental Agency, whichever is less.
- 1.5 The Owner's Representative reserves the right to choose Unit Price; Lump Sum; or Time & Material pricing in accordance with Article 12 of the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.
- 1.6 Bidder shall complete the Schedule of Unit Prices listed below. Pricing must be submitted and included within submittal by bid due date, July 25, 2023.

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT COST
EROSION CONTROL			
1	Silt Fence	LF	\$3.00
2	Double Row Silt Fence	LF	\$5.00
3	Inlet Protection Device	EA	\$180.00
4	Soil Tracking Prevention Trap (Temporary)	EA	\$5,000.00
5	Artificial Coverings / Roll Erosion Control	SY	\$5.00
6	Power Broom	ED	\$500.00
7	Street Sweeper (with Vacuum Pick-up)	ED	\$1,648.00
MOT			
8	Work Zone Sign	ED	\$1.00
9	Portable Changeable Message Sign (Temporary)	ED	\$15.00

10	Arrow Board / Advance Warning Arrow Panel	ED	\$9.00
11	Temp. Barricades - Types I, II, DI, VP, Drum, LC	ED	\$0.50
12	Temp. Barricades – Type III, 6'	ED	\$0.75
BRIDGE CONSTRUCTION			
13	Bridge Deck Expansion Joint, F&I Poured Joint (with Backer Rod)	LF	\$450.00
14	Class IV Concrete	CY	\$1,000.00
15	Epoxy Injection (including Drilled Port, Epoxy and Cleanup)	EA	\$3,500.00
16	Elastomeric Concrete (typ.)	CY	\$1,000.00

SECTION 2. SCHEDULES OF WAGE & EQUIPMENT RATES

- 2.1 The following is an integral portion to the aforementioned Schedule of Unit Prices, and together with the Unit Prices, may be utilized as the basis for adjustments to the Contract Sum for additions to and deletions from the Contract Work, as the Owner's Representative may direct, in accordance with Article 12 of the General Conditions of the Contract for Construction. The rates contained in this schedule shall be subject to all restrictions and provisions set forth in the Schedule of Unit Prices. All Hourly Rates (labor wages and equipment rates) are inclusive of Contractor's overhead, profit and cost of all employee burdens, benefits, insurance and Workers' Compensation coverage. The Contractor shall provide, as supporting data, evidence of the direct cost of labor, Contractor's overhead, profit and each category of employee burden, benefit and related cost. Overtime rates are applicable to a five (5) day workweek for hours worked in excess of forty (40) hours per week, excluding weekends and holidays.
- 2.2 The Bidder shall list each category applicable to the performance of the Contract Work and provide the corresponding wage rates for each in the table below.

LABOR CATEGORY	TOTAL STRAIGHT TIME WAGE RATE	TOTAL OVERTIME WAGE RATE
Project Manager	\$172.00	\$258.00
Superintendent	\$155.00	\$232.00
Foreman	\$97.00	\$146.00
Laborer – Skilled	\$51.00	\$77.00
Laborer - Unskilled	\$42.00	\$63.00

INTENTIONALLY LEFT BLANK



Exhibit E – Bid Bond

ITB No.: C006397

Project: Bridge Expansion Joint & Pedestal Repairs

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we SEMA Construction, Inc. as Principal (Bidder), and Federal Insurance Company as Surety, are held firmly bound unto **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, hereinafter called the Owner, in the penal sum of FIVE PERCENT (5%) of the actual total of the total Lump Sum Fixed Price amount for the Base Bid referred to herein, in lawful money of the United States of America, to be paid to the Owner, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated July 25, 2023 for the construction of the project known as **BRIDGE EXPANSION JOINT & PEDESTAL REPAIRS**.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth therein, and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature enter into a written contract with the Owner in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties approved by the Owner for the faithful performance and proper fulfillment of such contract and for the protection of laborers and materialmen, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the Owner is required to initiate legal proceedings to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees.

IN WITNESS HEREOF, the above parties have executed this instrument under their several seals this 25th day of July, 2023.

SEMA Construction, Inc.

Principal (Bidder)

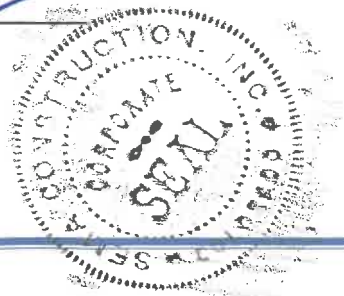
6200 Hazeltine National Drive, Suite 100

Orlando, FL 32822

Address

by: 

(Affix Principal Seal)



Federal Insurance Company

Corporate Surety

202B Hall's Mill Road

Whitehouse Station, NJ 08889

Address

by: 

(Affix Surety Seal)
Mona D. Weaver, Attorney-in-Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Stephnie Logan** and **Judith Munson** of Phoenix, Arizona; **Anuj Jain**, **Kathryn E. Kade**, **Charles M. McDaniel**, **Sheila J. Montoya**, **Angela M. Tindol** and **Mona D. Weaver** of Greenwood Village, Colorado

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of April, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 1st day of April, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

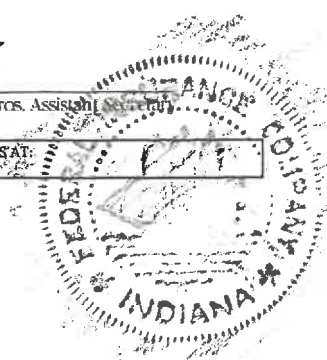
Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **July 25th, 2023**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: Heather Vencil PHONE (A/C, No. Ext): E-MAIL: hvencil@holmesmurphy.com ADDRESS:	FAX (A/C, No.):
INSURED SEMA Construction, Inc. 7353 S Eagle Street Centennial, CO 80112		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: AMERICAN CONTRACTORS INS CO RRG	12300
		INSURER B: CONTINENTAL INS CO	35289
		INSURER C: ACIG INS CO	19984
		INSURER D: AGCS MARINE INS CO	22837
		INSURER E: ALLIED WORLD ASSUR CO US INC	19489
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 69305175

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL23C00089	06/01/23	06/01/24	EACH OCCURRENCE \$ 10,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL23B00089	06/01/23	06/01/24	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A				GL23A00089	06/01/23	06/01/24	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 10,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 10,000,000
							\$
A	AUTOMOBILE LIABILITY			AL23000035	06/01/23	06/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY		<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY						\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			CUE7033727217	06/01/23	06/01/24	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000028323	06/01/23	06/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WCA000028423	06/01/23	06/01/24	E.L. EACH ACCIDENT \$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WCA000028523	06/01/23	06/01/24	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment			MZI93082892	06/01/23	06/01/24	Limit 2,500,000
E	Excess Liability			03122848	06/01/23	06/01/24	Each Occurrence 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Bridge Expansion Joint & Pedestal Repairs - C006397

Central Florida Tourism Oversight District and its affiliated entities and their supervisors, officers, employees, agents and assigns are included as an Additional Insured on the Auto Liability, Excess Liability and General Liability, on a Primary & Noncontributory basis, when required by written contract or agreement, per policy terms & conditions. Waiver of Subrogation applies to the Additional Insureds when required by written contract or agreement.

CERTIFICATE HOLDER

Central Florida Tourism Oversight District

1900 Hotel Plaza Boulevard

Lake Buena Vista, FL 32830

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 SUWANNEE STREET
TALLAHASSEE, FL 32399-0450

March 23, 2022

SEMA CONSTRUCTION, INC.
7353 S. EAGLE STREET
CENTENNIAL, COLORADO 80112

REVISED
RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE- CURVED STEEL GIRDERS, R&R MINOR BRIDGES, Pile Driving, Railroad Construction, Reinforced Earth Wall, Retaining Wall, Rip Rap, Rubble Rip Rap, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **4/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

SEMA CONSTRUCTION, INC.
March 23, 2022
Page two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in cursive script that reads "James E. Taylor AA".

for Alan Autry, Manager
Contracts Administration Office

AA:cg



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

OAKES, JUSTIN DAVID

SEMA CONSTRUCTION, INC.
6200 HAZEL TINE NATIONAL DR, STE100
ORLANDO FL 32822

LICENSE NUMBER: CGC1533667

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

OAKES, JUSTIN DAVID

SEMA CONSTRUCTION, INC.
6200 HAZELTINE NATIONAL DR STE 100
ORLANDO FL 32822

LICENSE NUMBER: CBC1262855

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

OAKES, JUSTIN DAVID

SEMA CONSTRUCTION, INC.
6200 HAZELTINE NATIONAL DR STE 100
ORLANDO FL 32822

LICENSE NUMBER: CUC1225486

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

2022
1801 CERT BUILDING CONTR \$30.00

EXPIRES 9/30/2023
1 EMPLOYEE

1801-1054214

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

OAKES JUSTIN DAVID-CUC 122545486

SEMA CONSTRUCTION INC
OAKES JUSTIN DAVID-CUC 1225486
6200 HAZELTINE NATIONAL DR #100
ORLANDO FL 32822

6200 HAZELTINE NATIONAL DR #100
A - ORLANDO, 32822

PAID: \$30.00 0096-01078235 9/7/2022

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2022
1801 CERT BUILDING CONTR \$30.00

EXPIRES 9/30/2023
1 EMPLOYEE

1801-1054214

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

6200 HAZELTINE NATIONAL DR #100
A - ORLANDO, 32822

PAID: \$30.00 0096-01078235 9/7/2022



OAKES JUSTIN DAVID-CUC 122545486

SEMA CONSTRUCTION INC
OAKES JUSTIN DAVID-CUC 1225486
6200 HAZELTINE NATIONAL DR #100
ORLANDO FL 32822

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

5000 BUSINESS OFFICE 2022 EXPIRES 9/30/2023
\$40.00 20 EMPLOYEES

5000-1054215

TOTAL TAX \$40.00
PREVIOUSLY PAID \$40.00
TOTAL DUE \$0.00

AMES THOMAS G CEO

SEMA CONSTRUCTION INC
6200 HAZELTINE NATIONAL DR #100
ORLANDO FL 32822

6200 HAZELTINE NATIONAL DR #100
A - ORLANDO, 32822

PAID: \$40.00 0098-01078237 9/7/2022

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

5000 BUSINESS OFFICE 2022 EXPIRES 9/30/2023
\$40.00 20 EMPLOYEES

5000-1054215

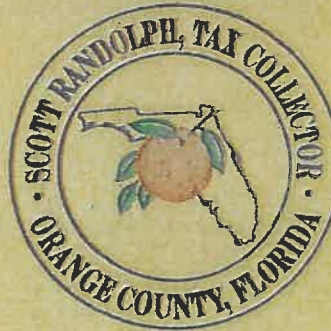
TOTAL TAX \$40.00
PREVIOUSLY PAID \$40.00
TOTAL DUE \$0.00

AMES THOMAS G CEO

SEMA CONSTRUCTION INC
6200 HAZELTINE NATIONAL DR #100
ORLANDO FL 32822

6200 HAZELTINE NATIONAL DR #100
A - ORLANDO, 32822

PAID: \$40.00 0098-01078237 9/7/2022



This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

2022 - 2023



Local Business Tax Receipt

(Formerly known as "Business License" changed per state law HB1269-2006)

Business Name
SEMA CONSTRUCTION INC JUSTIN DAVID
OAKES CBC1262855
6200 HAZELTINE NATIONAL DR SUITE 100
ORLANDO, FL 32822

Business Owner
SEMA CONSTRUCTION INC JUSTIN DAVID
OAKES CBC1262855

Business Location
6200 HAZELTINE NATIONAL DR
ORLANDO, FL

NOTICE: THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Case Number: BUS-0016905

Issued Date: 09/18/2022

Expiration Date: 09/30/2028

Business type(s):

Description	Year
CONTRA 1522 GENERAL CONTRACTOR	2023



Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: businesstax@orlando.gov

Prompt! Interactive Voice Response System: 407.246.4444
Visit our website: orlando.gov/permits



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

December 31, 2021

Mr. Bradley Spies, President
Sema Construction, Inc.
6200 Hazeltine National Dr., Ste. 100
Orlando, FL 32822

Dear Mr. Spies:

I want to thank you personally for your conscientious efforts during the 2020-2021 federal fiscal year (FFY) to use Disadvantaged Business Enterprises (DBEs) on Department of Transportation funded projects. The State of Florida achieved 14.60% on federally funded projects exceeding the 10.65% DBE goal established for the 2020-2021 FFY.

Your company was instrumental in the achievement of the state's goal. **The actual percentage reported for your company is 50.65% on 2 project(s). This results in a DBE utilization grade of A+.**

Your efforts are commendable and show a commitment to being a supportive partner in our efforts to ensure minority and female owned firms have the opportunity to obtain work on transportation projects in Florida. I encourage you to continue with these efforts that not only strengthen the overall economy of the State, but also strengthen the transportation industry.

If the Department can provide you with any assistance in the DBE Program, please contact Terry Watson, State DBE Program Coordinator, at (850) 414-4763 or terry.watson@dot.state.fl.us. Also, you can visit the EEO website at www.fdot.gov/equalopportunity to view the 2020-2021 federal fiscal year grading scale and reporting criterion.

Thank you again.

Sincerely,

Kevin J. Thibault, P.E.
Secretary

KJT:tvw

cc: Ananth Prasad



Addendum No. 1

Issue Date: July 13, 2023
Title: Bridge Expansion Joint & Pedestal Repairs
Bid #: C006397
To: All Bidders
Issued By: Central Florida Tourism Oversight District
Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 1 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. ADMINISTRATIVE ISSUANCES

1. Thank you for your participation in the Diverse Small Business Enterprise (DSBE) program. At this time, the District is suspending the program until further notice. As a substitute, we are encouraging firms to hire Orange County and Osceola County-based subcontractors whenever possible.

Attachment 2 – Diverse Small Business Enterprise (DSBE) Program Guidelines Forms and all text mentioning the DSBE program in the other solicitation documents and pre-bid agenda have been deleted. Please do not submit DSBE Forms 1 through 4 with your bids that were requested in the original solicitation.

2. Items issued via Box.com today include:
 - Pre-Bid Meeting Agenda (REVISED)
 - Pre-Bid Meeting Sign-In Sheet
 - Pre-Bid Meeting PowerPoint Presentation
 - Invitation to Bid (REVISED)
 - Exhibit D – Schedule of Unit Prices (REVISED)
 - Attachment 1 - Bid Submittal Affidavit (REVISED)



Addendum No. 2

Issue Date: July 20, 2023
Title: Bridge Expansion Joint & Pedestal Repairs
Bid #: C006397
To: All Bidders
Issued By: Central Florida Tourism Oversight District
Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 1 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. QUESTIONS/RESPONSES

Question 1: Plan Sheet B-1 of the Expansion Joint Plans under the table for Bridge Expansion Joint Data Table says the length is measured along the joint from gutter line to gutter line and does not include barriers and sidewalks. It is not clear if we need to add length for barriers and sidewalks or if the stated length is what we need to bid only. Additionally, if sidewalks are to be added to the length we would need to retrofit joint covers per the included index, clarification if joint covers are needed would be helpful as well. It appears there is at least one bridge with a sidewalk for consideration.

Response 1: Please see Addendum No. 2, Attachment No. 1 for response.

Addendum No. 3

Issue Date: July 24, 2023
Title: Bridge Expansion Joint & Pedestal Repairs
Bid #: C006397
To: All Bidders
Issued By: Central Florida Tourism Oversight District
Tiffany Kimball for Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 1 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. QUESTIONS/RESPONSES

QUESTION 1: Please clarify what, if any, as-built requirements there are for this project. There is a lot of language regarding survey and as-builts in the documents, however, we are only repairing pedestals and expansion joints. We want to be sure nothing needs to be carried for survey.

ANSWER: No As-builts are required at this time, and should not be considered for bidding purposes.

QUESTION 2: Is it the district's intent to have a cost loaded CPM schedule with monthly updates for this project? With a duration of only 60 days, this seems unnecessary.

ANSWER: A CPM schedule is required. Cost loading will not be required.

QUESTION 3: Please clarify the intent of the provision for "whisperized" construction equipment. Are there noise levels that cannot be exceeded? If so, please provide them.

ANSWER: For nighttime operations, the contractor shall utilize equipment that minimizes noise impacts to their best of their ability when working near the resorts.

QUESTION 4: Typical pedestal repair #1 calls for repairs to be made with Class IV concrete conforming to specification section 346, with the total volume of these repairs being less than 1 cubic yard, would the district consider changing the material requirements to be a material conforming to wither specification section 930 or 934?

ANSWER: Materials conforming to 930 for predominantly vertical surface, or 934 will be considered. The depth of the repair must not exceed the manufacturer's recommendation for the specific material.

QUESTION 5: Regarding pedestal repair procedures, can products that meet specification sections 930 and/or 934 be utilized for repairs 1, 2, 3 & 5? Typical repair No. 1 calls out section 346, Typical repair No. 2 calls out both specifications, Typical repair No. 3 calls out specification 926 and Typical repair No. 5 calls out only specification 930.

ANSWER: Materials conforming to 930 for predominantly vertical surface or 934 will be considered for Repair Types 1, 2, and 5. The depth of the repair must not exceed the limits of the manufacturer's recommendation for the specific material. Repair Type 3 shall use product meeting Specifications Section 926.

QUESTION 6: There was discussion at the pre-bid meeting regarding joint dimensions/limits of work. Please confirm that all joint repairs are to be from gutter line to gutter line of the roadway and that no joints in barrier, sidewalk, traffic separator or other elements are to be repaired/replaced.

ANSWER: See formal response from EOR within Addendum #2 related to each bridge expansion location and updated limits of construction.

QUESTION 7: For expansion joint repairs on bridge 756040, can the bus lanes be completely closed at night? Or will one lane have to remain open with flaggers in place? If the lanes can be closed, do the "off peak" hours of 11pm-7am apply to the bus lanes? Or will there be a different time window bus lanes can be closed?

ANSWER: Date and time coordination will be required with transportation stakeholders prior to implementation. All bidders shall assume a minimum of 8 hour work window per day.

QUESTION 8: Should bidders include the cost to repair the portions of the traffic separator spalled by the movement of the existing loose sliding plate on bridge 756040?

ANSWER: Yes, the spalls adjacent to the sliding plate on the traffic separators shall be repaired as part of the joint replacement (see picture below) and included in the cost.



QUESTION 9: The expansion joint repair scope of services states that only single lane closures will be allowed. Will there be an exception made for bridges 756020 and 756021? Double lane closures will be needed to get to the center lanes. Also, for bridge 756029, can the left turn lane be closed simultaneously to the left travel lane?

ANSWER: For all lane closures, the Contractor shall leave one lane of through traffic in each direction at all times. The Contractor shall be required to submit signed and sealed MOT plans for approval prior to implementation. On previous paving project, for Bridge 756029, traffic was directed via detour to turn around at the next available legal U-turn.

QUESTION 10: Bridge 756029 – Sheet B-8 of the pedestal repair plans, note 10, says to remove the jacks once repair material has cured. Will district provided QC be casting grout cubes? If so, do contractors need to carry additional cost for early breaks? Or does the district simply plan to follow grout manufacturers recommendations for removal of forms?

ANSWER: The contractor shall remove the jacks after they follow the grout manufactures recommendations for curing.



Addendum No. 4

Issue Date: July 25, 2023
Title: Bridge Expansion Joint & Pedestal Repairs
Bid #: C006397
Box Link: [Bid Documents Link Here](#)
To: All Bidders
Issued By: Central Florida Tourism Oversight District
Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 4 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. ADMINISTRATIVE ISSUANCES

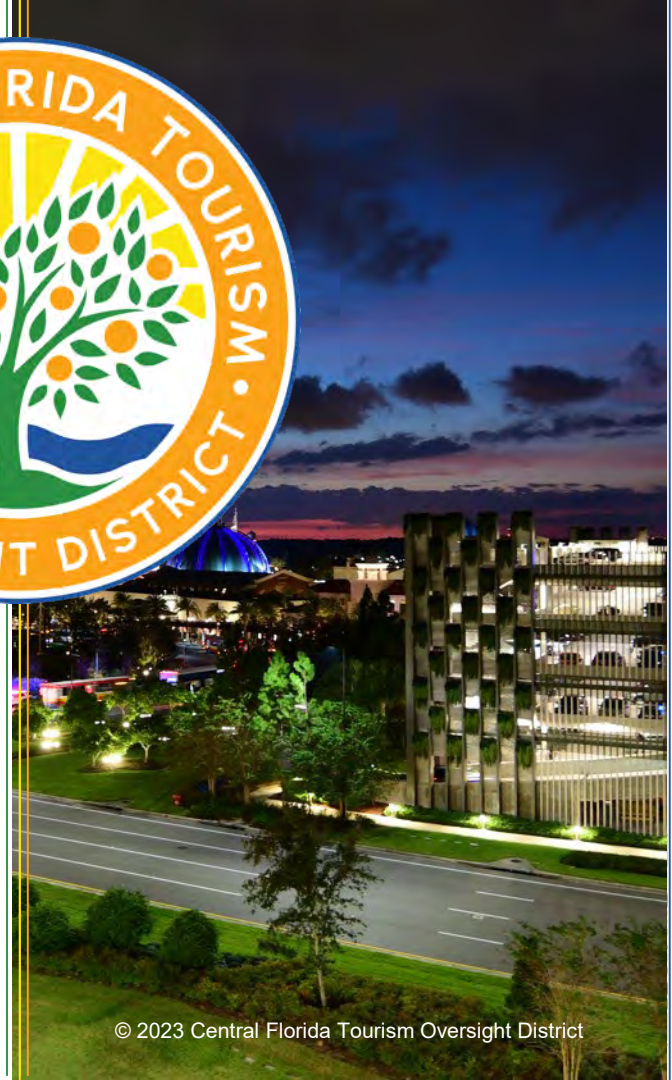
1. Exhibit B – Bid Pricing Form has been revised, updating the 1.2 – Temporary Construction Facilities, 1.3 – Project Management and 1.7 – Maintenance of Traffic (MOT) quantities from one month to three months for pricing per the project schedule. Please include the total price for three months as the unit price.
2. Items issued via Box.com today include:
 - Exhibit B – Bid Pricing Form (REVISED)

8.1(a) Bridge Expansion Joint and Pedestal Repairs Services

(lump sum fixed fee construction contract
with SEMA Construction, Inc.)



November 15, 2023



Bridge Expansion Joint and Pedestal Repairs Services

- District bridges are subject to periodic inspections by Certified Bridge Inspection (“CBI”) providers as part of ongoing maintenance best practices and methods to achieve the highest standard of safety for the traveling public.
- Recent routine inspections of several District bridge assets revealed the need for moderate repairs on some key wear items.
- Repairs needed include the replacement of twelve (12) total existing expansion joints located on six (6) bridges (two (2) joints per bridge) and the repair of fifteen (15) total concrete bridge pedestals located on four (4) different bridge substructures.



Bridge Expansion Joint and Pedestal Repairs Services

- On June 30, 2023, Invitation to Bid# C006397 was released as a construction services bid to contractors pre-qualified for bridge construction by the Florida Department of Transportation (“FDOT”).
- Three (3) bids were received as follows:

Vendor's Legal Name	Vendor's City/State	Bid Amount
SEMA Construction, Inc.	Centennial, Colorado	\$715,500.00
Southland Construction, Inc.	Apopka, Florida (BuyLocal)	\$1,580,000.00
Superior Construction Company, LLC	Jacksonville, Florida	\$753,253.00



Bridge Expansion Joint and Pedestal Repairs Services

- Funding for this purchase is budgeted for FY2024-25 in Planned Work Account 24RDS008 in the amount of \$715,500.

CONTRACT PRICING SCHEDULE					
Item	Description	QTY	Unit	Unit Cost	Total
1.0 GENERAL CONDITIONS					
1.1	Performance and Payment Bonds	1	LS	\$20,000.00	\$20,000.00
1.2	Temporary Construction Facilities	3	MO	\$2,500.00	\$7,500.00
1.3	Project Management	3	MO	\$12,000.00	\$36,000.00
1.4	Mobilization and Demobilization	1	LS	\$71,000.00	\$71,000.00
1.5	Erosion and Sedimentation Control	1	LS	\$30,000.00	\$30,000.00
1.6	Site Stabilization (Sodding)	1	LS	\$20,000.00	\$20,000.00
1.7	Maintenance of Traffic (MOT)	3	MO	\$12,000.00	\$36,000.00
Subtotal					\$220,500.00
2.0 BRIDGE CONSTRUCTION					
2.1	Bridge 756020 – Expansion Joint Repairs	1	LS	\$56,000.00	\$56,000.00
2.2	Bridge 756021 – Expansion Joint Repairs	1	LS	\$56,000.00	\$56,000.00
2.3	Bridge 756026 – Expansion Joint Repairs	1	LS	\$45,000.00	\$45,000.00
2.4	Bridge 756026 – Pedestal Repairs	1	LS	\$21,000.00	\$21,000.00
2.5	Bridge 756027 – Pedestal Repairs	1	LS	\$21,000.00	\$21,000.00
2.6	Bridge 756028 – Expansion Joint Repairs	1	LS	\$45,000.00	\$45,000.00
2.7	Bridge 756028 – Pedestal Repairs	1	LS	\$25,000.00	\$25,000.00
2.8	Bridge 756029 – Expansion Joint Repairs	1	LS	\$56,000.00	\$56,000.00
2.9	Bridge 756029 – Pedestal Repairs	1	LS	\$75,000.00	\$75,000.00
2.10	Bridge 756040 – Expansion Joint Repairs	1	LS	\$95,000.00	\$95,000.00
Subtotal					\$495,000.00
GRAND TOTAL					\$715,500.00



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(b)

Page 1 of 1

Meeting Date																		
November 15, 2023																		
Agenda Item Name																		
C006465 LYNX Bus Services																		
Requested Action																		
Approve for a one-year contract with Central Florida Regional Transportation Authority d/b/a LYNX for providing Link 56, 306, and 350 bus services with an expenditure of \$541,953																		
Staff Report																		
<p>LYNX is a standalone governmental unit providing daily fixed route bus service along with paratransit van service for qualified individuals and other specialty services. In Fiscal Year 2023 local funding partners provided 62.9 percent of LYNX’s funding with the majority provided by Orange, Osceola, and Seminole Counties and the City of Orlando. Employees and guests traveling to and from the Central Florida Tourism Oversight District (CFTOD) are served by eight LYNX routes originating from various locations in Orange and Osceola Counties. CFTOD funds a portion of the operating costs of the three routes shown in the chart below.</p>																		
<table><tr><th>Route</th><th>Days of Service</th><th>Times of Service</th><th>Stops</th></tr><tr><td>Link 56: West U.S. 192/ Magic Kingdom</td><td>Monday-Sunday & Holidays.</td><td>Departs 6:18 AM – 11:10 PM approximately every half hour daily from Disney University (6:47 AM – 11:10 PM Saturdays and 6:48 AM – 11:13 PM Sundays)</td><td>WDW Transportation and Ticket Center, US 192 & Old Town, US 192 & SR 535, Disney University, Kissimmee Intermodal Facility, Plaza del Sol</td></tr><tr><td>Link 306: Disney Direct/ Poinciana</td><td>Monday-Sunday & Holidays.</td><td>Two (2) trips per day: Morning from 6:09 AM to 7:18 AM (6:22 AM on Sat./Sun.); Evening from 5:15 PM to 6:34 PM (5:17 PM to 6:20 PM on Sat./Sun.)</td><td>Poinciana Walmart, Poinciana SunRail Station, Disney Springs Transfer Center, Hilton Bonnet Creek Resort, and Marriott Orlando Bonnet Creek Resort</td></tr><tr><td>Link 350: Destination Pkwy/ SeaWorld/ Disney Express</td><td>Monday-Sunday & Holidays.</td><td>Departs 5:45 AM – 12:15 AM every half hour daily from Disney Springs Transfer Center</td><td>Disney Springs Transfer Center, Palm Parkway, SeaWorld, Destination Parkway Superstop, and LYNX Central Station</td></tr></table>		Route	Days of Service	Times of Service	Stops	Link 56: West U.S. 192/ Magic Kingdom	Monday-Sunday & Holidays.	Departs 6:18 AM – 11:10 PM approximately every half hour daily from Disney University (6:47 AM – 11:10 PM Saturdays and 6:48 AM – 11:13 PM Sundays)	WDW Transportation and Ticket Center, US 192 & Old Town, US 192 & SR 535, Disney University, Kissimmee Intermodal Facility, Plaza del Sol	Link 306: Disney Direct/ Poinciana	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:09 AM to 7:18 AM (6:22 AM on Sat./Sun.); Evening from 5:15 PM to 6:34 PM (5:17 PM to 6:20 PM on Sat./Sun.)	Poinciana Walmart, Poinciana SunRail Station, Disney Springs Transfer Center, Hilton Bonnet Creek Resort, and Marriott Orlando Bonnet Creek Resort	Link 350: Destination Pkwy/ SeaWorld/ Disney Express	Monday-Sunday & Holidays.	Departs 5:45 AM – 12:15 AM every half hour daily from Disney Springs Transfer Center	Disney Springs Transfer Center, Palm Parkway, SeaWorld, Destination Parkway Superstop, and LYNX Central Station	
Route	Days of Service	Times of Service	Stops															
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Additional Analysis																		
LYNX fixed route service provides a basic mobility service to employment and recreational opportunities for those who have no other means of transportation and for those who choose to ride for other reasons. The provision of transportation services is a power granted CFTOD in its charter.																		
Fiscal Impact Summary																		
Funding for this contract is budgeted for FY2024-25 in Account 160-001-5307001-541 (General Outside Services) in the amount of \$541,953.																		
Exhibits Attached																		
1. Board Report 2. Contract 3. Presentation																		

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Contract for Lynx Bus Services in the amount of \$541,953

Submitted By: Katherine Luetzow, Manager of Planning & Engineering

Department: Planning & Engineering

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1.b for a one-year contract with Central Florida Regional Transportation Authority d/b/a Lynx for providing Link 56, 306, and 350 bus services with an expenditure of \$541,953

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Not applicable

BACKGROUND: LYNX is a standalone governmental unit providing daily fixed route bus service along with paratransit van service for qualified individuals and other specialty services. In Fiscal Year 2023 local funding partners provided 62.9 percent of LYNX's funding with the majority provided by Orange, Osceola, and Seminole Counties and the City of Orlando. Employees and guests traveling to and from the Central Florida Tourism Oversight District (CFTOD) are served by eight LYNX routes originating from various locations in Orange and Osceola Counties. CFTOD funds a portion of the operating costs of the three routes shown in the chart below.

FINDINGS AND CONCLUSIONS: LYNX fixed route service provides a basic mobility service to employment and recreational opportunities for those who have no other means of transportation and for those who choose to ride for other reasons. The provision of transportation services is a power granted CFTOD in its charter.

Route	Days of Service	Times of Service	Stops
Link 56: West U.S. 192/ Magic Kingdom	Monday-Sunday & Holidays.	Departs 6:18 AM – 11:10 PM approximately every half hour daily from Disney University (6:47 AM – 11:10 PM Saturdays and 6:48 AM – 11:13 PM Sundays)	WDW Transportation and Ticket Center, US 192 & Old Town, US 192 & SR 535, Disney University, Kissimmee Intermodal Facility, Plaza del Sol
Link 306: Disney Direct/ Poinciana	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:09 AM to 7:18 AM (6:22 AM on Sat./Sun.); Evening from 5:15 PM to 6:34 PM (5:17 PM to 6:20 PM on Sat./Sun.)	Poinciana Walmart, Poinciana SunRail Station, Disney Springs Transfer Center, Hilton Bonnet Creek Resort, and Marriott Orlando Bonnet Creek Resort
Link 350: Destination Pkwy/ SeaWorld/ Disney Express	Monday-Sunday & Holidays.	Departs 5:45 AM – 12:15 AM every half hour daily from Disney Springs Transfer Center	Disney Springs Transfer Center, Palm Parkway, SeaWorld, Destination Parkway Superstop, and LYNX Central Station

The Planning & Engineering department is requesting approval of Contract# C006465 with Central Florida Regional Transportation Authority for bus services. Staff recommends approving the contract for the period of **November 16, 2023** through **September 30, 2024**.

FISCAL IMPACT:

Funding for this contract is budgeted for FY2024-25 in Account 160-001-5307001-541 (General Outside Services) in the amount of \$541,953.

Contract Payment Schedule		
Pymt	Due	Amount
1	November 16, 2023	\$270,976.00
2	September 01, 2024	\$270,977.00
Total Payments		\$541,953.00

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – Lynx (PDF)

**BUS SERVICE AGREEMENT
24-C01**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
(CFTOD)**

relating to the
providing of bus service in the Central Florida Tourism Oversight District Service Area
formerly known as the Reedy Creek Improvement District

October 1, 2023

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(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement)

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3.	TERM	5
4.	SCHEDULE OF BUS SERVICE	5
5.	PAYMENT FOR BUS SERVICE	5
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<u>Schedule of Exhibits and Appendices</u>	<u>Page Number</u>
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Exhibit "B" Central Florida Tourism Oversight District Transit Service Costs	15
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Appendix 1 Graphical Depictions of LYNX Bus Service Routes	17

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this 1st day of October 2023, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "**LYNX**")

and

CENTRAL FLORIDA TOURSIM OVERSIGHT DISTRICT, a body corporate and politic organized under the laws of the State of Florida, 1900 Hotel Plaza Boulevard, Post Office Box 10170, Lake Buena Vista, Florida 32830 (hereinafter referred to as "**CFTOD**"). **CFTOD** and **LYNX** shall sometimes be referred to collectively as the "**Parties**."

W I T N E S S E T H:

WHEREAS, **LYNX** provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, **CFTOD** is the governmental authority having jurisdiction over the lands of the Central Florida Tourism Oversight District, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

WHEREAS, **CFTOD** has expressed a need for public transportation service in and to certain portions of the Service Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for **LYNX** to operate one or more "bus links" and to expand one or more existing "bus links" in the Service Area to provide additional public bus transportation, as shown on **Exhibit "C"** and as graphically depicted on **Appendix 1** thereof, and **LYNX** is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the following definitions shall apply under this Agreement, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement

shall mean this Bus Service Agreement, as the same may be amended from time to time.

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on Exhibit "C."
<u>Contributions</u>	shall mean, the CFTOD Contributions.
<u>CFTOD</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>CFTOD Contributions</u>	shall mean the contributions to be made by CFTOD to LYNX for the Bus Service to be paid in the amounts and on the dates set forth in Exhibit "B" attached hereto.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Service Area</u>	shall mean the area, as described and set forth in Exhibit "A" attached hereto.
<u>Service Route, Bus Route or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in Exhibit "C" attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Contributions, LYNX agrees to provide the Bus Service in and to the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- (b) All conditions beyond the reasonable control of LYNX including, but not limited to, acts of God, hurricanes, matters of public safety, etc.
- (c) The changing transportation needs of CFTOD to the extent LYNX can reasonably accommodate such needs.

3. **TERM.** This Agreement shall be effective as of October 1, 2023 (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2024 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "C"** is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of CFTOD paying to LYNX the sum of Five Hundred Forty-One Thousand Nine Hundred Fifty-Three Dollars (\$541,953) payable in two payments of Two Hundred Seventy Thousand Nine Hundred Seventy-Six Dollars (\$270,976) upon the effective date of Agreement and Two Hundred Seventy Thousand Nine Hundred Seventy-Seven Dollars (\$270,977) on or before September 1, 2024, as set forth in **Exhibit "B"**. No additional fees shall be due from CFTOD for services provided prior to the Commencement Date of this Agreement.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc.) the same may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

6. **SECURITY DEPOSIT.** No security deposit is required of CFTOD under this Agreement.

7. **ACCESS OVER PUBLIC AND PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Routes, most of the Bus Routes to be covered in the Service Area are over roads which are owned and operated by CFTOD for use by the public. Other roads within the Service Area may be deemed to be "private" such as, for example, roads behind gates, etc. If and to the extent the Bus Route at any time extends over any private property not owned and operated for public use by CFTOD in the Service Area, CFTOD shall use commercially reasonable efforts to obtain the consent of such private property owner(s) to provide the Bus Service provided by LYNX from time to time. LYNX acknowledges and agrees that any consent for use of such private roads within its Bus Route may be revoked by CFTOD or the owner of said private property in their sole and absolute discretion upon twenty-four (24) hours' notice to LYNX and, in such event, LYNX will modify the Bus Service accordingly to exclude the private property.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

- (a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within the Central Florida Tourism Oversight District ; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.
- (b) LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements.

9. **INSURANCE.** LYNX shall, together with its execution of this Agreement, provide to CFTOD either: (i) certificates of insurance evidencing the following coverage maintained by LYNX (a) General Liability insurance, (b) Workers' Compensation insurance, and (c) Employer's Liability insurance; or (ii) an affidavit or certificate of insurance evidencing self-insurance as to such coverage.

10. **INDEMNIFICATION.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

11. **BOND.** CFTOD shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by CFTOD under this Agreement.

12. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

13. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and CFTOD under this Agreement shall be that of an independent contractor and not an agent.

14. **NO THIRD PARTY BENEFICIARY; PUBLIC RIGHTS.** This Agreement is

solely between the parties hereto and no entity, person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise. Further, nothing in this Agreement shall create or be construed to create any rights in and/or for the benefit of the general public related to the subject matter herein.

15. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, 3 days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX:

Tiffany Homler Hawkins
Chief Executive Officer
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6064

with a copy to:

Leonard Antmann
Chief Financial Officer
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6125

As to CFTOD:

Glenton Gilzean, Jr, District Administrator
Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830
Telephone: (407) 934-7480

Either party may change the persons and/or address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL BE EXCLUSIVELY SUBMITTED FOR TRIAL WITHOUT JURY BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL

CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION); OR IF NEITHER OF SUCH COURTS SHALL HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE ANY OTHER COURT SITTING IN ORANGE COUNTY, FLORIDA, HAVING SUBJECT MATTER JURISDICTION. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

In the event either party employs an attorney or brings an action against the other party arising out of the terms of this Agreement, the prevailing party (whether such prevailing party has been awarded a money judgment or not) shall receive from the non-prevailing party (and the non-prevailing party shall be obligated to pay) the prevailing party's reasonable legal fees and expenses (including, without limitation, the fees and expenses of experts and para-professionals), whether such fees and expenses are incurred before, during or after any trial, re-trial, re-hearing, mediation or arbitration, administrative proceedings, appeals or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable law in the absence of this provision. Without limiting the generality of the foregoing, the term "expenses" shall include expert witness fees, bonds, filing fees, administrative fees, transcription fees, depositions or proceedings, costs of discovery and travel costs. The term "prevailing party" as used in this provision shall mean that party whose positions substantially prevail in such action or proceeding, and any action or proceeding brought by any other party against the other as contemplated in this provision may include a plea or request for judicial determination of the "prevailing party" within the meaning of this provision. In the event no party substantially prevails in its positions, the court may rule that no party has so substantially prevailed, in which event each party shall be responsible for their own fees and expenses in connection therewith.

17. **MISCELLANEOUS CLAUSES.**

- (a) **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either LYNX and/or CFTOD of their rights to invoke sovereign immunity as a governmental entity.
- (b) **Force Majeure.** The rights and obligations and duties of the Parties hereunder (other than the payment of money) shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and government regulations and directives as applicable.

- (c) **Time of Essence.** The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
- (d) **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- (e) **Public Records; E-Verification.** The Parties hereto warrant compliance with the provisions of (i) Chapter 119, F.S. (with regard to its/their respective duty(ies) to provide public records relating to this Agreement), and (ii) all federal immigration laws and regulations that relate to their employees. The Parties acknowledge and agree that LYNX and CFTOD are public employers that are subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding anything to the contrary contained herein, if either CFTOD or LYNX has a good faith belief that the other has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the party with such good faith belief shall terminate this Agreement. The party violating this paragraph shall be liable for any additional costs incurred by the other party as a result of the termination of this Agreement based on said party's failure to comply with the E-Verify requirements referenced herein.
- (f) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- (g) **Benefits of Service.** The CFTOD monies to be paid by CFTOD to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- (h) **No Oral Modification.** The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- (i) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable under applicable present or future laws by a court of competent jurisdiction, the remaining provisions shall


remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable. In lieu of each clause or provision of this Agreement which is invalid, illegal or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be valid, legal and enforceable.

- (j) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts. All counterparts taken together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- (k) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- (l) **Default/Notice/Procedure to Resolve Disputes.** The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, CFTOD is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the Contributions from time to time. Thus, for example, if CFTOD should fail to pay the requisite CFTOD Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.
- (m) **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit "C."** Thus, the Contributions may be used for all of said Bus Service.

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

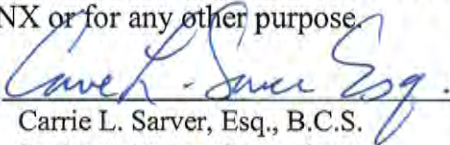
LYNX:

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: 
Tiffany Homler Hawkins
Chief Executive Officer

Date: 9/28/23

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: 
Carrie L. Sarver, Esq., B.C.S.
Senior In-House Counsel

Date: 9/26/23

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

**CFTOD:
CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

By: _____
Martin Garcia
Board Chairman

Date: _____

ATTEST:

By: _____
Clerk, Board of Supervisors

EXHIBIT "A"

Sketch of Central Florida Tourism Oversight District Service Area

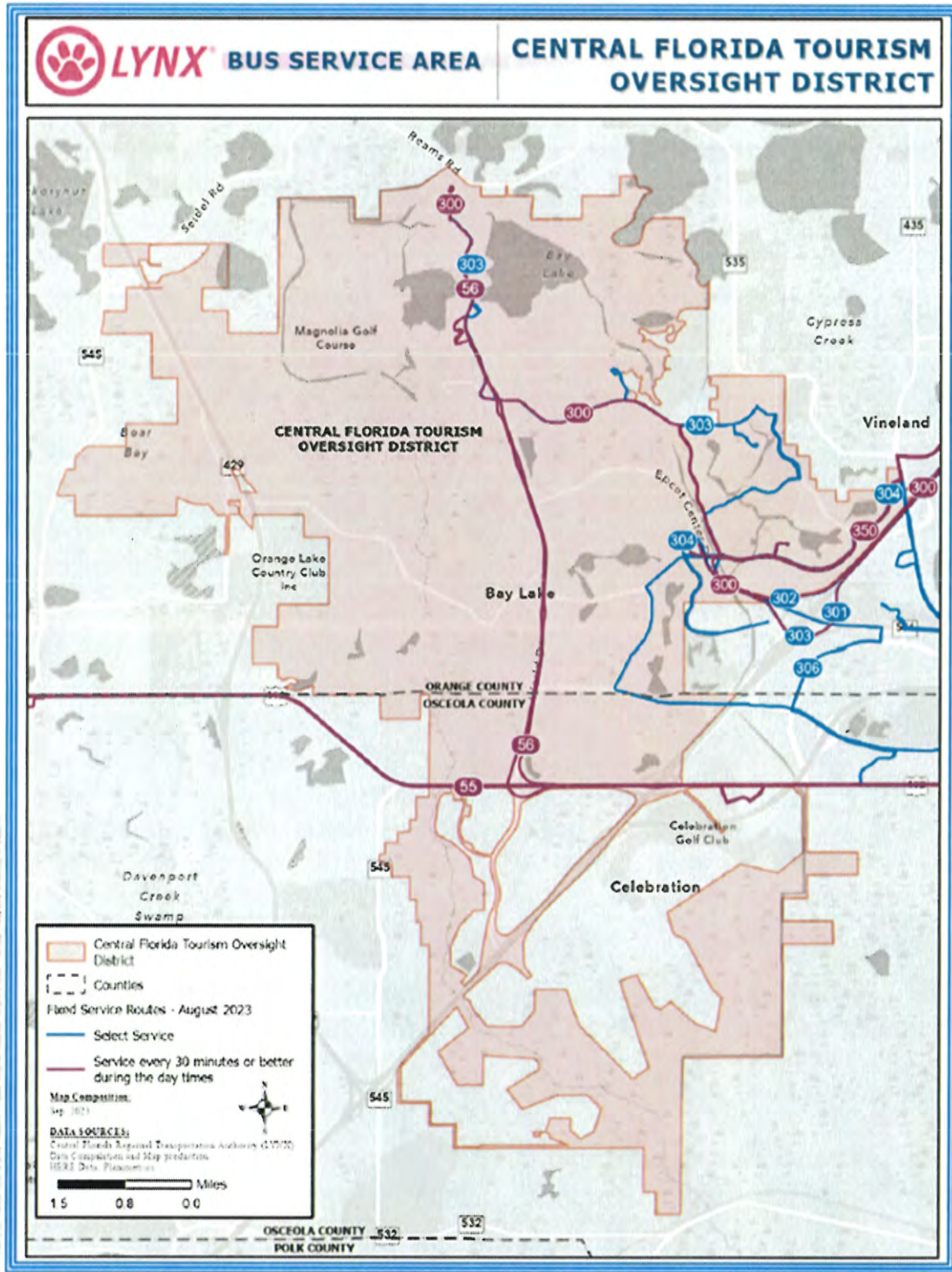


Exhibit “B”

Central Florida Tourism Oversight District Transit Service Costs

**Description of Appropriated Amount
October 1, 2023 through September 30, 2024**

Fixed Route Operating Costs

Link Services	Amount
Link 56	\$166,298
Link 306	\$170,184
Link 350	\$205,471
	\$541,953

Net Funding Request from County	\$541,953
--	------------------

FY2024 Billing Schedule

On or before 10/1/2023	\$270,976
On or before 9/1/2024	\$270,977
Annual Funding Request from County	\$541,953

EXHIBIT “C”

Description of Lynx Bus Service, Times and Lynx Bus Routes

Effective August 20, 2023

(Refer to Appendix 1 hereof for graphical representation of each Route)

Route	Days of Service	Times of Service	Stops
Link 56: West U.S. 192/ Magic Kingdom	Monday-Sunday & Holidays.	Departs 5:30 AM – 11:00 PM approximately every half hour daily from Disney University (6:24 AM – 11:54 PM Saturdays and 6:30 AM – 11:10 PM Sundays)	Plaza del Sol, Old Town, Celebration, WDW Transportation and Ticket Center, Magic Kingdom Cast Bus Station, Disney University, LYNX Kissimmee Intermodal Station/SunRail, and Osceola Regional Medical Center
Link 306: Disney Direct/ Poinciana	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:09 AM to 7:18 AM (6:22 AM on Sat./Sun.); Evening from 5:15 PM to 6:34 PM (5:17 PM to 6:20 PM on Sat./Sun.)	Poinciana, Poinciana High School, Disney Springs Transfer Center, Hilton Bonnet Creek Resort, NeighborLink 601, Citrus Connection 16X, 19X, 603, NeighborLink 604, Poinciana Walmart, Poinciana SunRail Station, and JW Marriott Orlando, and Bonnet Creek Resort
Link 350: Destination Pkwy/ SeaWorld/ Disney Express	Monday-Sunday & Holidays.	Departs 5:15 AM – 12:15 AM every half hour daily from Disney Springs Transfer Center	Disney Springs Transfer Center, Orange County Convention Center, SeaWorld, Destination Parkway Superstop, Downtown Orlando, and LYNX Central Station

APPENDIX 1

Graphical Depictions of LYNX Bus Service Routes

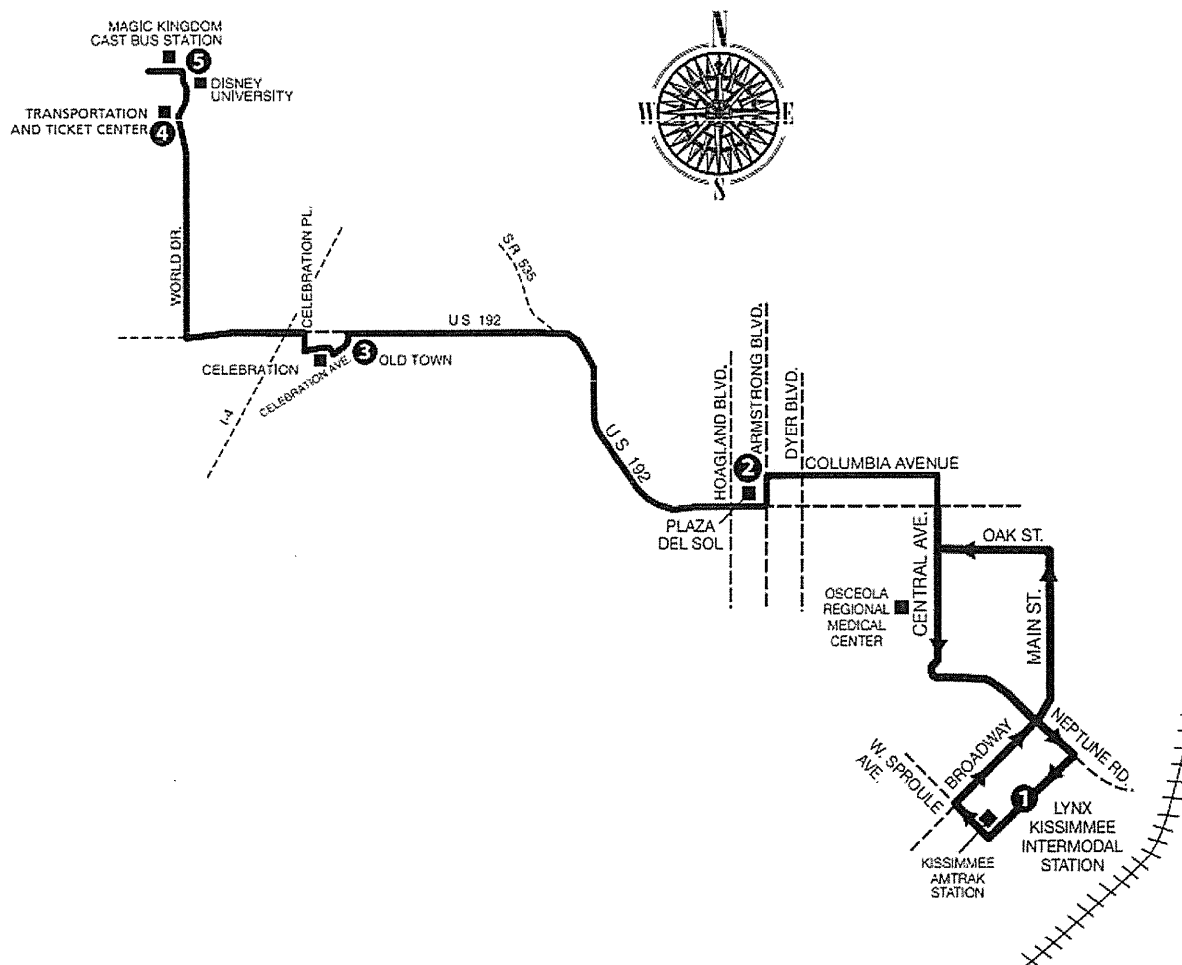
Link 56

W. U.S. 192/Magic Kingdom

Monday-Sunday & Holiday
service

- SERVING:**
- Plaza Del Sol
 - Old Town
 - Celebration
 - Walt Disney World Resort
 - Transportation and Ticket Center

Magic Kingdom Cast Bus Station
Disney University
LYNX Kissimmee Intermodal
Station/SunRail
Osceola Regional Medical Center



Service: Monday-Sunday & Holidays
5:30 AM to 12:08 AM

Frequency: 30 minutes

Link 306

Disney Direct

Monday–Sunday & Holiday
service

SERVING:

- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

Citrus Connection 16X, 19X, 603

NeighborLink 604

Poinciana Walmart

Poinciana SunRail Station

J.W. Marriott Orlando

Bonnet Creek



Bus Stops:

- Poinciana Walmart
- Poinciana Blvd./Crescent Lakes Way
- Poinciana Blvd./Trafalgar Blvd
- Poinciana SunRail Station
- Poinciana Blvd./I-4 Bronson (a.m.)
- U.S. 192/Seralago Blvd. (p.m.)
- U.S. 192/Poinciana Blvd. (p.m.)
- Hilton Bonnet Creek
- Disney Springs Transfer Center
- J.W. Marriott Orlando Bonnet Creek

Transfer to
NeighborLink 604
& **Citrus Connection 19X**

Transfer to
Links 26, 426,
NeighborLink 601,
Citrus Connection
16X & 603

Service: Monday–Sunday & Holidays

Frequency: One northbound trip to Disney Springs at 6:09 a.m.
One PM southbound trip to Poinciana at 5:15 p.m.

Link 350

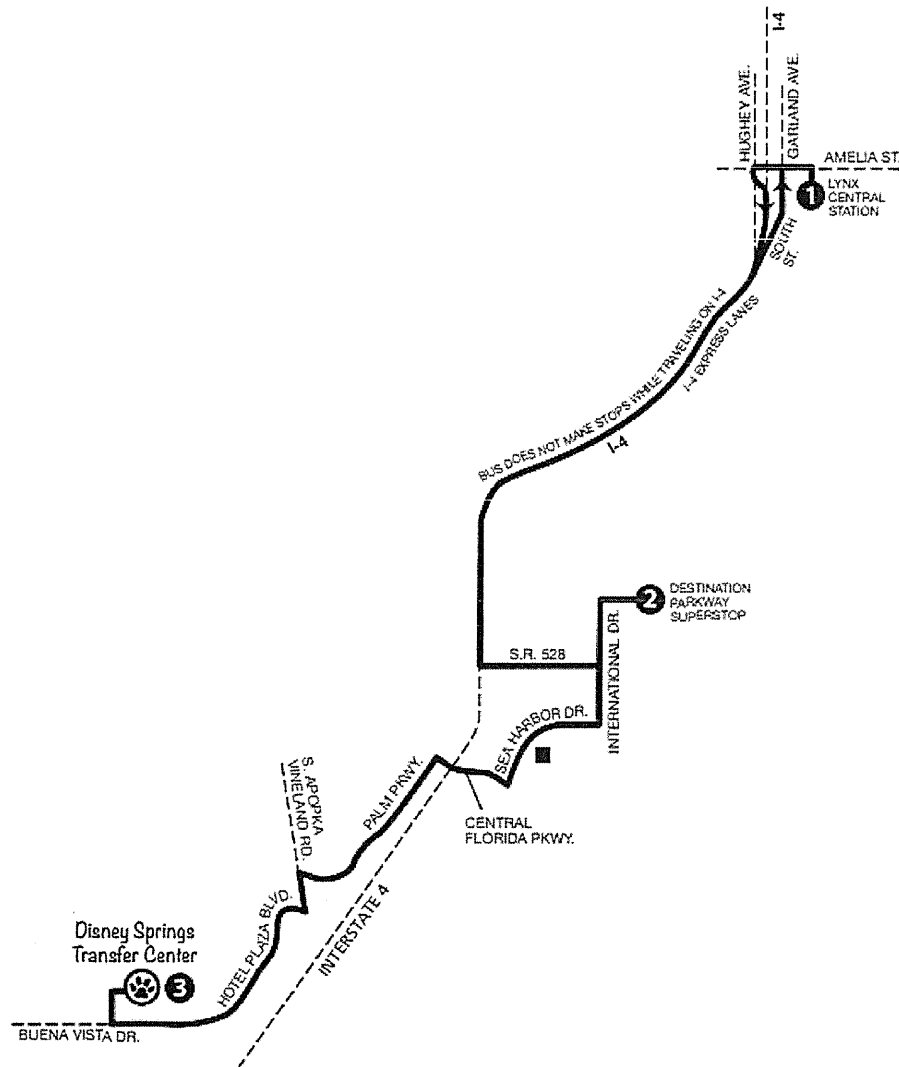
Destination Parkway/ SeaWorld/Disney Express

Monday–Sunday & Holiday
service

SERVING:

- LYNX Central Station
- SeaWorld
- Disney Springs
Transfer Center
- Destination Parkway SuperStop

Orange County Convention
Center
Downtown Orlando



Service: Monday–Sunday & Holidays
5:15 AM to 12:57 AM

Frequency: 30 minutes

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(c)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006465 Amendment – LYNX Bus Services Contract Amendment	
Requested Action	
Approve amendment to LYNX contract for the addition of a new service route Link 307 in the amount of \$603,093.	
Staff Report	
District staff have coordinated with LYNX to add a new route to their current agreement. Previously the District contracted with private vendors to provide a bus service for this route. In changing to LYNX the District will have a cost savings, while maintaining the current level of service provided.	
Additional Analysis	
The LYNX Board of Directors approved this amendment to add the route at their meeting on October 26, 2023. Service is anticipated to start in December 2023.	
Fiscal Impact Summary	
The proposed amendment adds a total of \$603,093 to the existing contract. The new contract total will therefore be \$1,145,046. Funding for this contract is in the FY24 Budget.	
Exhibits Attached	
1. Board Report 2. Contract 3. Power Point	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Amendment to Contract for LYNX Bus Services in the amount of \$603,093

Submitted By: Katherine Luetzow, Manager of Planning & Engineering

Department: Planning & Engineering

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1.c an amendment to Contract# C006465 to add a new route, Link 307, with Central Florida Regional Transportation Authority d/b/a LYNX at the annual cost of \$603,093

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Not applicable

BACKGROUND: LYNX is a standalone governmental unit providing daily fixed route bus service along with paratransit van service for qualified individuals and other specialty services. Employees and guests traveling to and from the Central Florida Tourism Oversight District (CFTOD) are currently served by eight LYNX routes originating from various locations in Orange and Osceola Counties. The proposed modification to the existing service agreement is to have LYNX add service to a new route. The route is currently being serviced by a private provider contracted with the District. With this approval, the service will transition to LYNX. CFTOD funds a portion of the operating costs of the three existing routes and the full expense of the new route as shown in the chart below.

FINDINGS AND CONCLUSIONS: This amendment to the contract will provide a cost savings to the District and add a new route to the existing LYNX services. The existing service level along this route is being maintained and no disruptions to service are anticipated. The new Link 307 is anticipated to start 12/10/23 and is included in the chart below.

Route	Days of Service	Times of Service	Stops
Link 307: Disney Circulator (NEW 12/10/2023)	Monday- Sunday & Holidays.	Departs 5:45 AM – 12:05 AM every half hour from Disney Springs Transfer Center	Disney Springs Transfer Center, Epcot Cast Service, Hilton Orlando Bonnet Creek, JW Marriott Orlando Bonnet Creek

The Planning & Engineering department is requesting approval of Change Order No. 1 to Contract# C006465 with the Central Florida Regional Transportation Authority for bus services. Staff recommends approving the contract for the period of **October 01, 2023** through **September 30, 2024**.

FISCAL IMPACT:

The proposed amendment adds \$603,093 to the existing contract. The new contract total will therefore be \$1,145,046. Funding for this contract is in Account 160-001-5307001-541.

Contract Payment Schedule		
Pymt	Due	Amount
1	October 01, 2023	\$572,523
2	September 01, 2024	\$572,523
Total Payments		\$1,145,046

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Amended Contract – LYNX (PDF)

FIRST AMENDMENT TO
Bus Service Agreement No. 24-C01

By and Between

Central Florida Tourism Oversight District,

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

THIS FIRST AMENDMENT TO BUS SERVICE AGREEMENT ("Amendment"), entered into this _____ day of _____, 2023, by and between the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a body corporate and politic organized under the laws of the State of Florida and having an address of 1900 Hotel Plaza Boulevard, Post Office Box 10170, Lake Buena Vista, Florida 32830 ("**CFTOD**"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate governed by Part II, Chapter 343, Florida Statutes, and having its principal place of business at Lynx Central Station, 455 N. Garland Ave., Orlando, Florida 32801 ("**LYNX**").

WITNESSETH

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, CFTOD is the governmental authority having jurisdiction over the lands of the Central Florida Tourism Oversight District, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

WHEREAS, CFTOD has expressed a need for public transportation service in and to certain portions of the Service Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for **LYNX** to operate one or more "bus links" and to expand one or more existing "bus links" in the Service Area to provide additional public bus transportation, as shown on **Exhibit "C"** and as graphically depicted on **Appendix 1** thereof, and **LYNX** is prepared to do so pursuant to the terms and conditions of this Agreement; and

WHEREAS, on September 28, 2023, the **CFTOD** and **LYNX** entered into a Bus Service Agreement, "Agreement," which provided for LYNX to provide Bus Service in and to the Service Area; and

WHEREAS, the **CFTOD** and **LYNX** now desire to amend the Agreement to add an additional bus link and increase the costs associated with providing the additional public bus transportation; and

WHEREAS, the **CFTOD** and **LYNX** hereby find that this Amendment promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens in the corresponding Service Area.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the **CFTOD** and **LYNX** agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

2. **Schedule for Bus Service.** Section 4 to this Agreement is hereby amended and restated in its entirety to read as follows:

Attached hereto as **Exhibit "C"** and as graphically depicted on **Appendix 1** is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service.

3. **Payment for Bus Service.** Section 5 to this Agreement is hereby amended and restated in its entirety to read as follows:

The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of CFTOD paying to LYNX the sum One Million One Hundred Forty-Five Thousand Forty-Six Dollars (\$1,145,046) payable in two payments of Five Hundred Seventy-Two Thousand Five Hundred Twenty-Three Dollars (\$572,523) upon the effective date of Agreement and Five Hundred Seventy-Two Thousand Five Hundred Twenty-Three Dollars (\$572,523) on or before September 1, 2024, as set forth in **Exhibit "B"**. No additional fees shall be due from CFTOD for services provided prior to the Commencement Date of this Agreement.

4. **Entire Agreement.** This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

5. **Amendment Execution. Use of Counterpart Signature Pages.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

6. **Full Force And Effect Of Agreement.** Except as the above provisions have been specifically amended herein, all other terms and provisions of the Agreement remain valid, effective and in full force.

[Signatures appear on following page]

IN WITNESS WHEREOF, the CFTOD and LYNX have duly and lawfully approved this Amendment and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the date first written hereinabove.

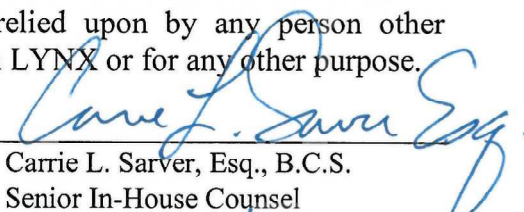
LYNX:

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: 
Tiffany Homler Hawkins
Chief Executive Officer

Date: 10/26/23

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: 
Carrie L. Sarver, Esq., B.C.S.
Senior In-House Counsel

Date: 10/26/23

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the **CFTOD** and **LYNX** have duly and lawfully approved this Amendment and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the date first written hereinabove.

**CFTOD:
CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

By: _____

Martin Garcia
Board Chairman

Date: _____

ATTEST:

By: _____
Clerk, Board of Supervisors

EXHIBIT "A"

Sketch of Central Florida Tourism Oversight District Service Area

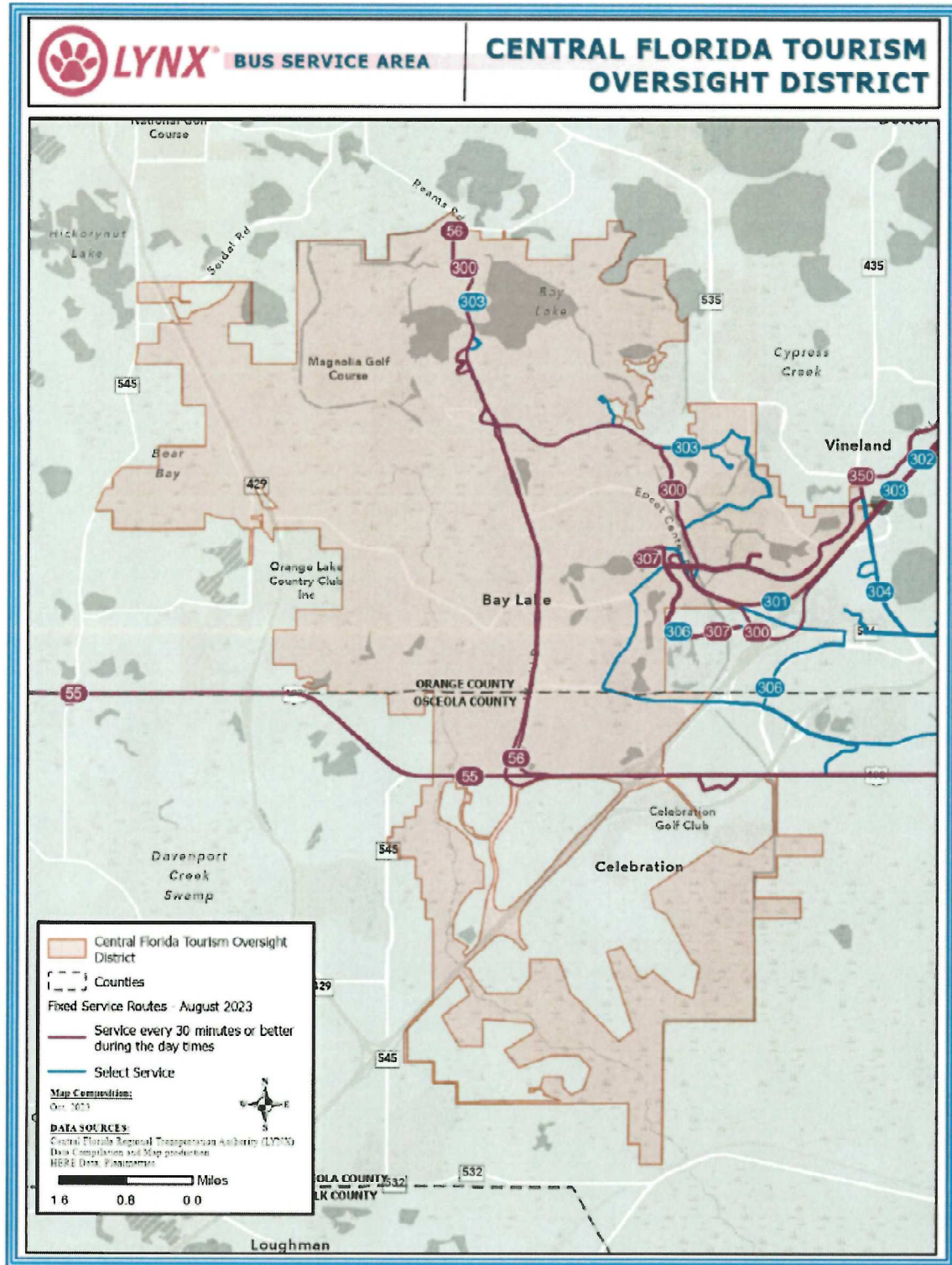


Exhibit "B"

Central Florida Tourism Oversight District Transit Service Costs

**Description of Appropriated Amount
October 1, 2023 through September 30, 2024**

Fixed Route Operating Costs

Link Services	Amount
Link 56	\$166,298
Link 306	\$205,471
Link 307 (starting 12/10/2023)	\$603,093
Link 350	\$170,184

Funding Request

\$1,145,046

FY2024 Billing Schedule

On or before 10/1/2023	\$572,523
On or before 9/1/2024	\$572,523

Total

\$1,145,046

EXHIBIT "C"

Description of Lynx Bus Service, Times and Lynx Bus Routes

Effective October 1, 2023

(Refer to Appendix 1 hereof for graphical representation of each Route)

Route	Days of Service	Times of Service	Stops
Link 56: West U.S. 192/ Magic Kingdom	Monday-Sunday & Holidays.	Departs 6:18 AM – 11:10 PM approximately every half hour daily from Disney University (6:47 AM – 11:10 PM Saturdays and 6:48 AM – 11:13 PM Sundays)	WDW Transportation and Ticket Center, US 192 & Old Town, US 192 & SR 535, Disney University, Kissimmee Intermodal Facility, Plaza del Sol
Link 306: Disney Direct/ Poinciana	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:09 AM to 7:18 AM (6:22 AM on Sat./Sun.); Evening from 5:15 PM to 6:34 PM (5:17 PM to 6:20 PM on Sat./Sun.)	Poinciana Walmart, Poinciana SunRail Station, Disney Springs Transfer Center, Hilton Bonnet Creek Resort, and Marriott Orlando Bonnet Creek Resort
Link 307: Disney Circulator (NEW 12/10/2023)	Monday- Sunday & Holidays.	Departs 5:45 AM – 12:05 AM every half hour from Disney Springs Transfer Center	Disney Springs Transfer Center, Epcot Cast Service, Hilton Orlando Bonnet Creek, JW Marriott Orlando Bonnet Creek
Link 350: Destination Pkwy/ SeaWorld/ Disney Express	Monday-Sunday & Holidays.	Departs 5:45 AM – 12:15 AM every half hour daily from Disney Springs Transfer Center	Disney Springs Transfer Center, Palm Parkway, SeaWorld, Destination Parkway Superstop, and LYNX Central Station

APPENDIX 1

Graphical Depictions of Lynx Bus Service Routes

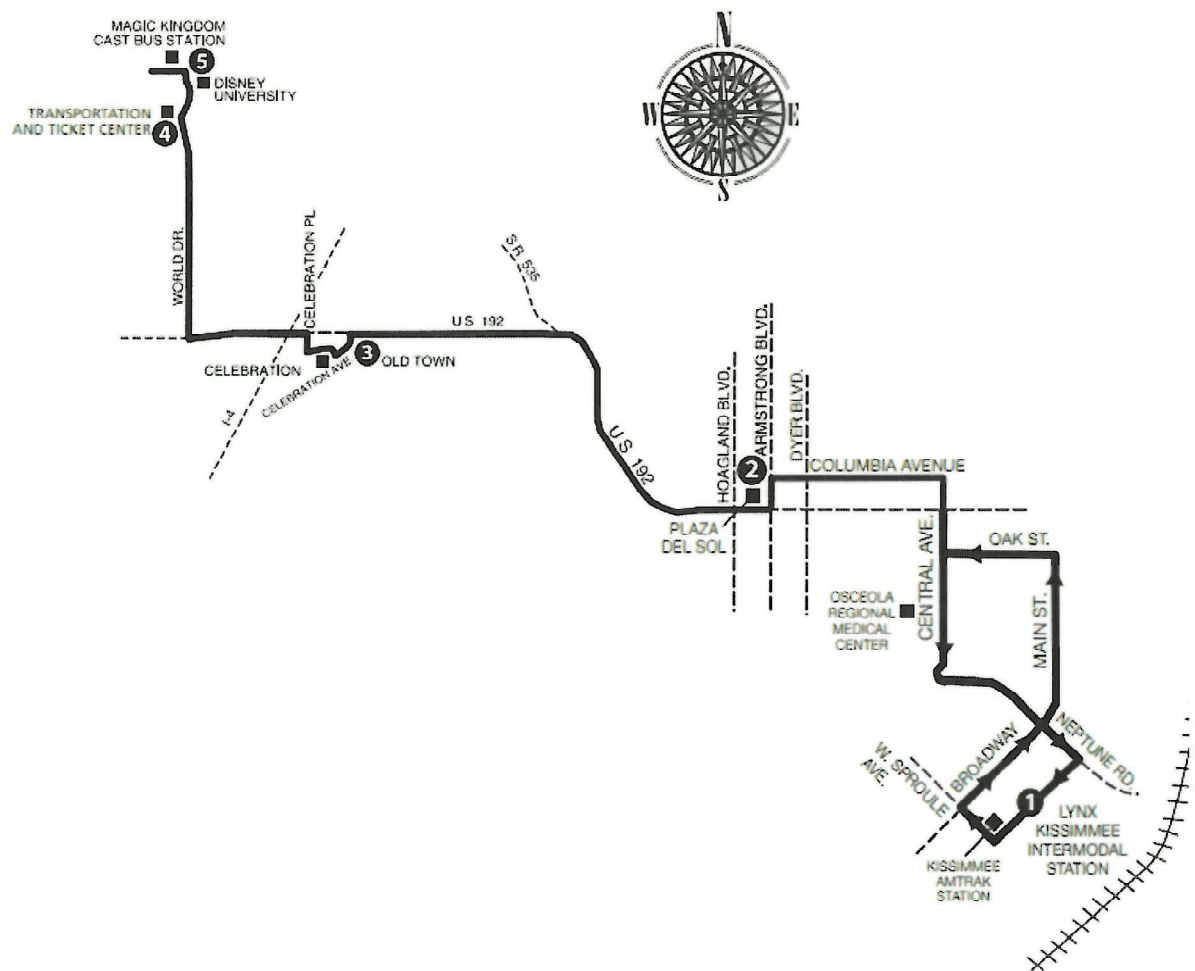
Link 56

W. U.S.192/Magic Kingdom

Monday-Sunday & Holiday service

- **SERVING:**
- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort
- Transportation and Ticket Center

Magic Kingdom Cast Bus Station
Disney University
LYNX Kissimmee Intermodal Station/SunRail
Osceola Regional Medical Center



Service: Monday-Sunday & Holidays
5:30 AM to 12:08 AM

Frequency: 30 minutes

Link 306

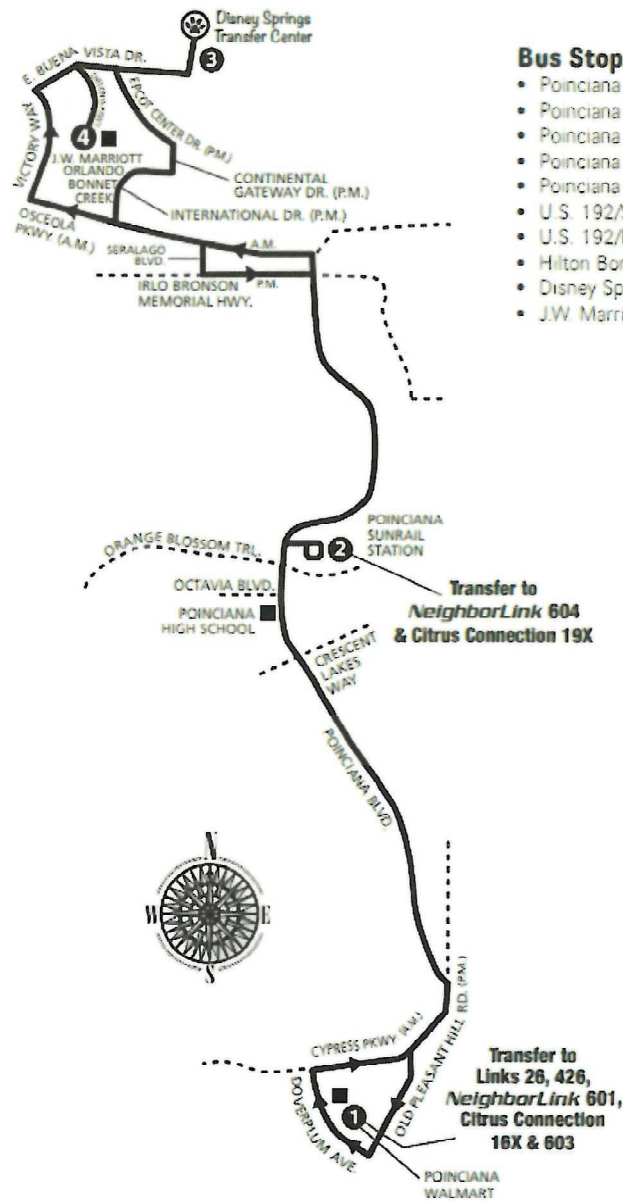
Disney Direct

Monday–Sunday & Holiday
service

SERVING:

- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

Citrus Connection 16X, 19X, 603
NeighborLink 604
Poinciana Walmart
Poinciana SunRail Station
J.W. Marriott Orlando
Bonnet Creek



Bus Stops:

- Poinciana Walmart
- Poinciana Blvd /Crescent Lakes Way
- Poinciana Blvd /Trafalgar Blvd
- Poinciana SunRail Station
- Poinciana Blvd /Irlo Bronson (a.m.)
- U.S. 192/Seralago Blvd. (p.m.)
- U.S. 192/Poinciana Blvd. (p.m.)
- Hilton Bonnet Creek
- Disney Springs Transfer Center
- J.W. Marriott Orlando Bonnet Creek

Service: Monday-Sunday & Holidays

Frequency: One northbound trip to Disney Springs at 6:09 a.m.
One PM southbound trip to Poinciana at 5:15 p.m.

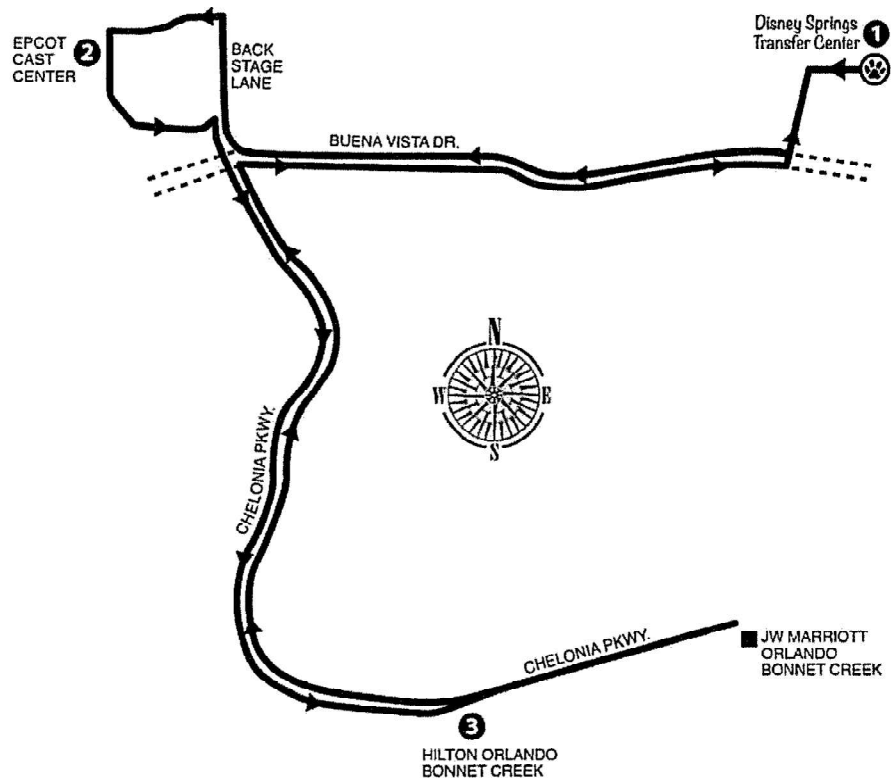
Link 307

Disney Circulator

Monday–Sunday & Holiday
service

SERVING:

- Disney Springs Transfer Center
 - Epcot Cast Service
 - JW Marriott Orlando Bonnet Creek
- Hilton Orlando Bonnet Creek



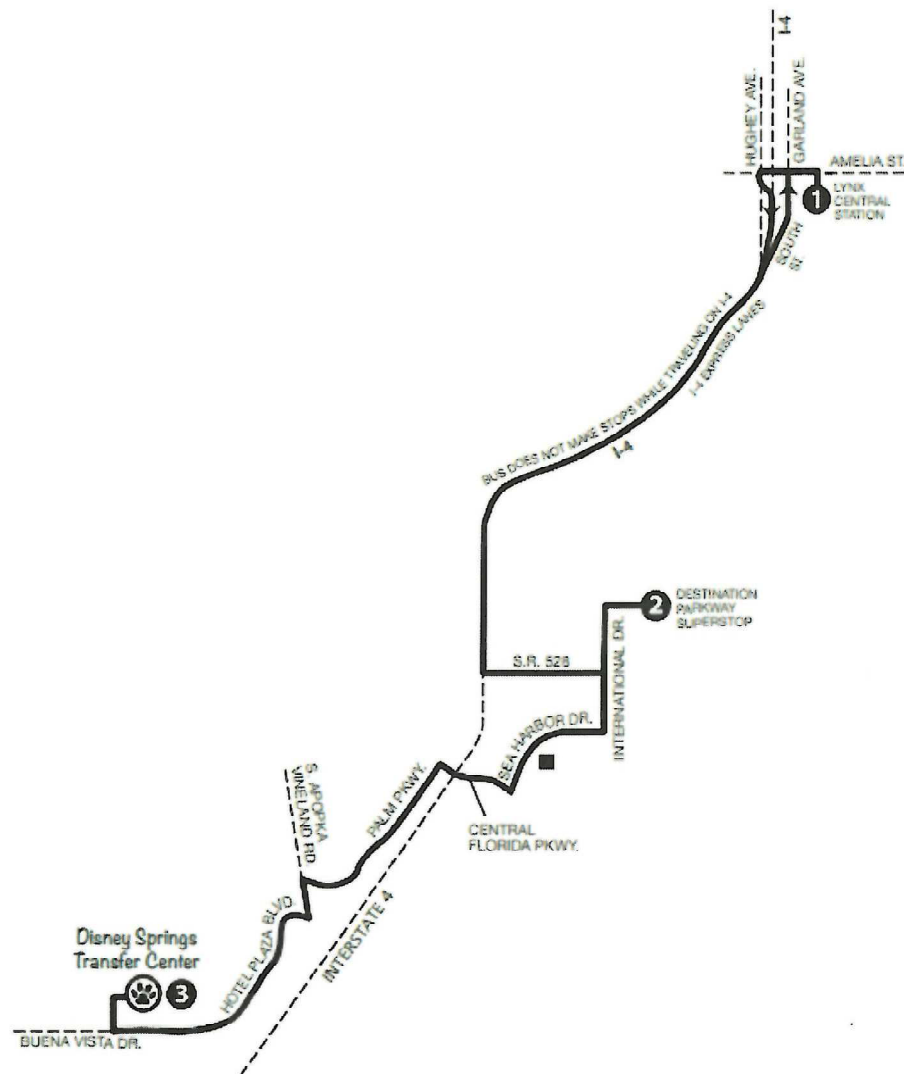
Service: Monday–Sunday & Holidays
5:45 AM to 12:24 AM

Frequency: 30 minutes

Link 350
**Destination Parkway/
 SeaWorld/Disney Express**
 Monday-Sunday & Holiday
 service

- SERVING:**
- LYNX Central Station
 - SeaWorld
 - Disney Springs
 - Transfer Center
 - Destination Parkway SuperStop
 -
 -
 -

Orange County Convention
 Center
 Downtown Orlando



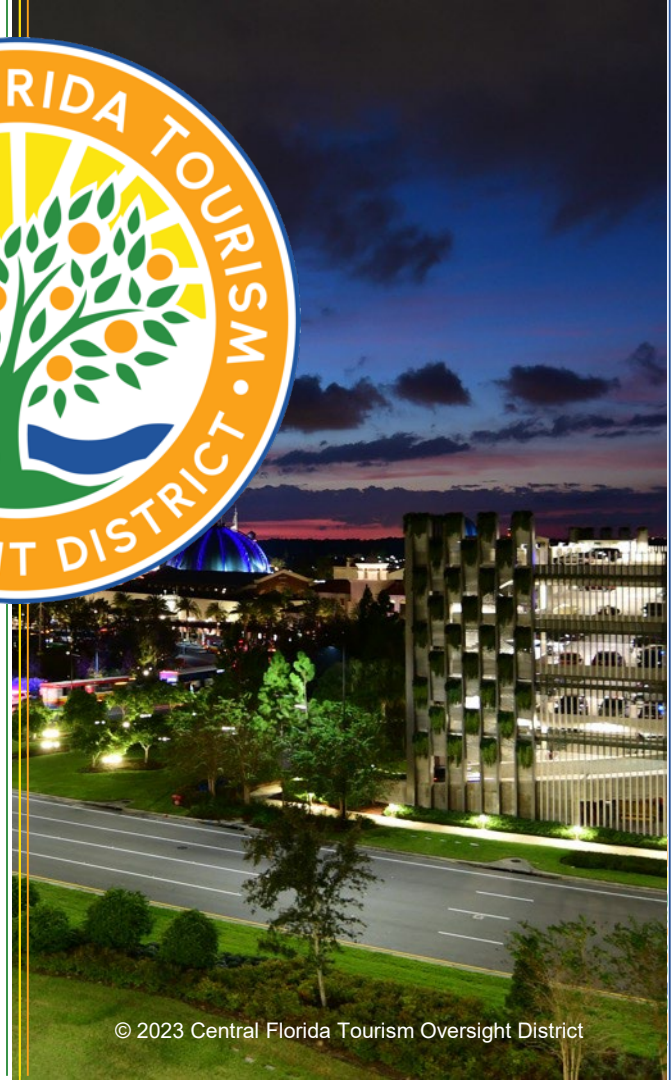
Service: Monday-Sunday & Holidays
 5:15 AM to 12:57 AM

Frequency: 30 minutes

8.1.b & 8.1.c Central Florida Regional Transportation Authority (LYNX) Bus Services

(Maintaining current LYNX bus routes
funded by the District (8.1.b) and the
addition of a new LYNX Route (8.1.c))

November 15, 2023



Central Florida Regional Transportation Authority (LYNX) Bus Services

- LYNX is a standalone governmental unit providing daily fixed route bus service along with paratransit van service for qualified individuals and other specialty services.
- LYNX provides a basic mobility service to employment and recreational opportunities for those who have no other means of transportation and for those who choose to ride for other reasons.
- Employees and guests traveling to and from the Central Florida Tourism Oversight District (CFTOD) are served by eight LYNX routes originating from various locations in Orange and Osceola Counties.
- CFTOD funds a portion of the operating costs of the following three routes:



Central Florida Regional Transportation Authority (LYNX) Bus Services

Link 56

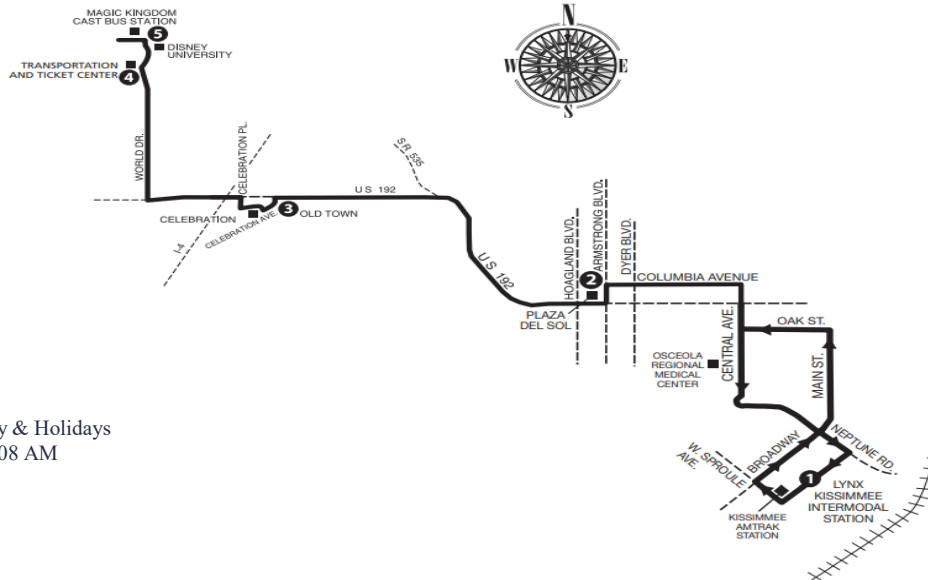
W. U.S. 192/Magic Kingdom

Monday–Sunday & Holiday service

SERVING:

- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort
- Transportation and Ticket Center

Magic Kingdom Cast Bus Station
Disney University
LYNX Kissimmee Intermodal Station/SunRail
Osceola Regional Medical Center



Service: Monday-Sunday & Holidays
5:30 AM to 12:08 AM

Frequency: 30 minutes



Central Florida Regional Transportation Authority (LYNX) Bus Services

Link 306

Disney Direct

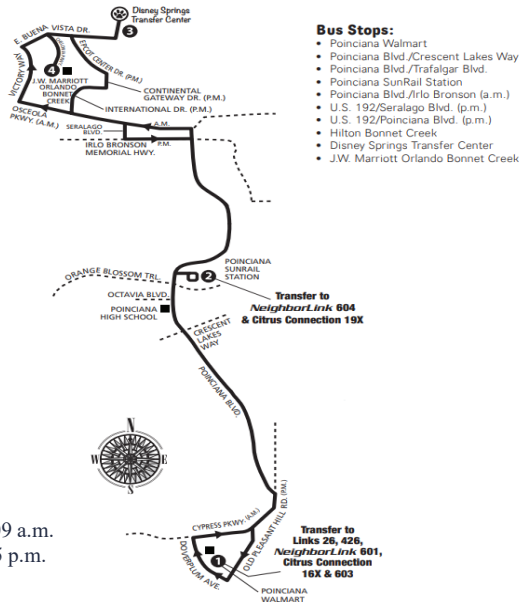
Monday–Sunday & Holiday
service

SERVING:

- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

Citrus Connection 16X, 19X, 603

- NeighborLink 604
- Poinciana Walmart
- Poinciana SunRail Station
- J.W. Marriott Orlando
- Bonnet Creek



Service: Monday-Sunday & Holidays

Frequency: One northbound trip to Disney Springs at 6:09 a.m.
One PM southbound trip to Poinciana at 5:15 p.m.



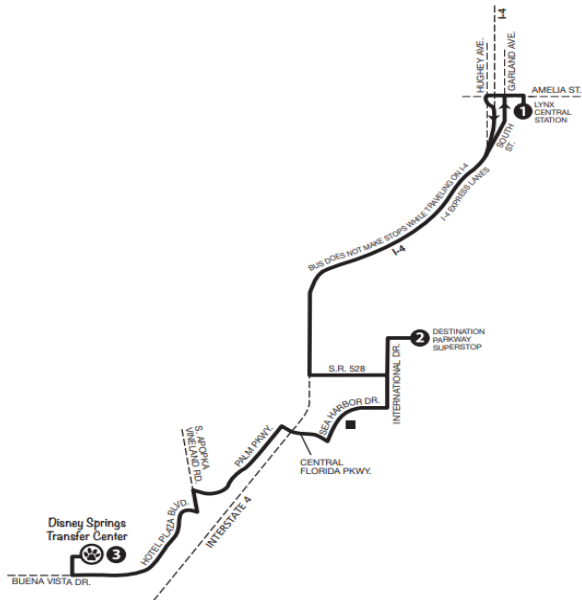
Central Florida Regional Transportation Authority (LYNX) Bus Services

Link 350

**Destination Parkway/
SeaWorld/Disney Express**
Monday–Sunday & Holiday
service

- SERVING:**
- LYNX Central Station
 - SeaWorld
 - Disney Springs
 - Transfer Center
 - Destination Parkway SuperStop

Orange County Convention
Center
Downtown Orlando



Service: Monday–Sunday & Holidays
5:15 AM to 12:57 AM

Frequency: 30 minutes



Central Florida Regional Transportation Authority (LYNX) Bus Services

- On September 28, 2023 LYNX's Board of Directors approved the Funding Agreement for subsequent District approval under C006465.
- The annual agreement is for a total of \$541,953, which is to be paid in two equally split payments during the FY year.
- Funding for this service is included within the FY24 budget.



Central Florida Regional Transportation Authority (LYNX) Bus Services

- In addition to maintaining existing services, District staff coordinated with LYNX regarding the potential to add a new service route.
- The route is currently an existing bus route that is being serviced by a private bus vendor contracted with the District.
- As shown in the following slide, the route services four locations:



Central Florida Regional Transportation Authority (LYNX) Bus Services

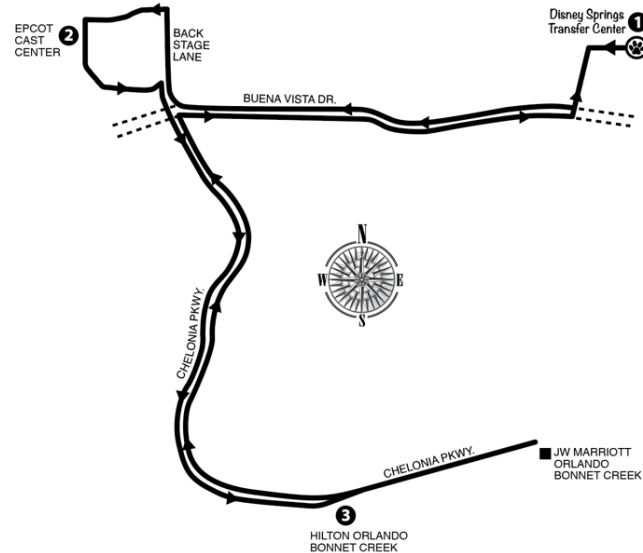
Link 307

Disney Circulator

Monday-Sunday & Holiday
service

SERVING:

- Disney Springs Transfer Center
- Epcot Cast Service
- JW Marriott Orlando Bonnet Creek
- Hilton Orlando Bonnet Creek



Service: Monday-Sunday & Holidays
5:45 AM to 12:24 AM

Frequency: 30 minutes



Central Florida Regional Transportation Authority (LYNX) Bus Services

- Transitioning the existing route to LYNX will provide a cost savings for the District, while maintaining existing bus service and schedule.
- On October 26, 2023 LYNX's Board of Directors approved the route addition as an Amendment to the Funding Agreement for subsequent District approval under C006465, CO #1.
- Service is expected to start December 10, 2023.



Central Florida Regional Transportation Authority (LYNX) Bus Services

- The proposed amendment adds a total of \$603,093 to the existing contract.
- The revised annual agreement is for a total of \$1,145,046, which is to be paid in two equally split payments during the FY year.
- Funding for this service is included within the FY24 budget.



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(d)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006412 District Wide Roadside Litter Control	
Requested Action	
Approve the execution of a three-year contract for district-wide roadside litter control services with Kings Service Solutions LLC in the amount of \$638,570.04	
Staff Report	
<p>The District has an established roadside litter control program to keep the roadways within the boundary free of debris at all times. An outside vendor is utilized to ensure all roadways within the boundaries of the District remain free of debris between the hours of 6:00 a.m. to 10:00 p.m. operating as a daily service 365 days a year.</p> <p>The service boundary is 190 miles (including ramps and turn lanes) and 467 center miles (including all roadways within the District). The vendor will provide adequate staffing to meet the needs of the District to provide the service as outlined. Service includes providing janitorial services with roadside trash pickup, pedestrian bridge trash removal, median and retention pond debris removal, on-call response for litter control, and weighing and recording the amount of debris collected during the term of contractual services.</p>	
Additional Analysis	
On August 31, 2023, Invitation to Bid# C006412 was released to obtain bids for the Districtwide roadside litter control program. The bidders were given the opportunity to submit bids for a fixed fee. After conducting an analysis of the submittals received, it was determined to award to the lowest, Kings Service Solutions LLC.	
Fiscal Impact Summary	
Funding for this contract is budgeted for FY2024-25 in Account 160-001-5307816-541 (Roadway Debris Maintenance) in the amount of \$187,814.70; FY2025-26 for \$225,377.67; FY2026-27 for \$225,377.67.	
Exhibits Attached	
<ol style="list-style-type: none">1. Board Report2. Itemized Bid Tabulation3. Contract4. Winning Bid5. Presentation	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Bid# C006412-District Wide Roadside Litter Control in the amount of \$638,570.04

Presented By: Mike Crikis, Deputy District Administrator of Operations

Department: Facilities

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(d) Contract# C006412 for a three-year contract for district-wide roadside litter control services with Kings Service Solutions LLC in the amount of \$638,570.04

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: 08/14/2023

BACKGROUND:

The District has an established roadside litter control program to keep the roadways within the boundary free of debris at all times. An outside vendor is utilized to ensure all roadways within the boundaries of the District remain free of debris between the hours of 6:00 a.m. to 10:00 p.m. operating as a daily service 365 days a year.

The service boundary is 190 miles (including ramps and turn lanes) and 467 center miles (including all roadways within the District). The vendor will provide adequate staffing to meet the needs of the District to provide the service as outlined. Service includes providing janitorial services with roadside trash pickup, pedestrian bridge trash removal, median and retention pond debris removal, on-call response for litter control, and weighing and recording the amount of debris collected during the term of contractual services.

FINDINGS AND CONCLUSIONS:

On August 31, 2023, Invitation to Bid# C006412 was released to obtain bids for the Districtwide roadside litter control program. The bidders were given the opportunity to submit bids for a fixed fee. After conducting an analysis of the submittals received, it was determined to award to the lowest Kings Service Solutions LLC.

Six (6) bids were received as follows:

Contractor	Bid Amount	Home Office Location
EV Cleaning Services*	\$2,200,120.96	Kissimmee, FL (BuyLocal)
Florida Cleaning Systems, Inc.	\$708,404.20	Lake Mary, Florida (BuyLocal)
Kings Service Solutions, LLC	\$638,570.04	Orlando, FL (BuyLocal)
Owens, Renz, & Lee Co., Inc.	\$699,797.12	Orlando, FL (BuyLocal)
Sunshine Enterprise USA*	\$1,851,081.60	Maitland, FL (BuyLocal)
Time to Klean LLC*	NO BID	Orlando, FL (BuyLocal)

*New bidder to the District

Kings Service Solutions LLC was the lowest responsive and responsible bidder.

The Public Works/Facilities/Construction Services department is requesting approval of Contract# C006412 with Kings Service Solutions LLC for the Districtwide roadside litter control. Staff recommends approving the contract for the period of **December 1, 2023** through **September 30, 2026**.

FISCAL IMPACT:

Funding for this contract is budgeted for FY2024-25 in Account 160-001-5307816-541 (Roadway Debris Maintenance) in the amount of \$187,814.70; FY2025-26 for \$225,377.67; FY2026-27 for \$225,377.67.

Contract Pricing Schedule		
YR	Term	Est. Annual Cost
1	December 1, 2023 - September 30, 2024	\$187,814.70
2	October 1, 2024 - September 30, 2025	\$225,377.67
3	October 1, 2025 - September 30, 2026	\$225,377.67
Estimated Total		\$638,570.04

PROCUREMENT REVIEW:

This purchase has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – Kings Service Solutions LLC (PDF)

Kings Service Solutions LLC Bid

ITB C006412 ITEMIZED BID TABULATION

District Wide Roadside Litter Control for Fiscal Year 2024, 2025 and 2026

Vendor		EV Cleaning Services* Kissimmee, Florida (BuyLocal)			Florida Cleaning Systems, Inc. Lake Mary, Florida (BuyLocal)			Kings Service Solutions, LLC. Orlando, Florida (BuyLocal)			Owens, Renz & Lee Co., Inc. Orlando, Florida (BuyLocal)			Sunshine Enterprise USA* Maitland, Florida (BuyLocal)		
ITEM NO.	ITEM DESCRIPTION	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST
YEAR ONE (10/01/2023 TO 09/30/2024)																
1	HOTEL PLAZA BOULEVARD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 49.40	\$ 1,502.52	\$ 18,030.21	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
2	BUENA VISTA DRIVE PEDESTRIAN BRIDGE TOWERS - A, B,C,D,E,F,&G & FLAMINGO CROSSINGS PEDESTRIAN TOWERS 1,2,3,&4	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
3	BUENA VISTA DRIVE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
4	BONNET CREEK PARKWAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
5	EPCOT RESORTS BOULEVARD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
6	STATE ROAD 535	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 49.40	\$ 1,502.52	\$ 18,030.21	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
7	WEST BOUND I-4 FROM STATE ROAD 535 TO EPCOT INTERCHANGE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 55.57	\$ 1,690.33	\$ 20,283.99	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
8	EPCOT CENTER DRIVE (536)	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
9	VICTORY WAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 43.22	\$ 1,314.70	\$ 15,776.44	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
10	FLORIDIAN PLACE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
11	WORLD DRIVE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
12	OSCEOLA PARKWAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
13	WESTERN WAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
14	FLAGLER AVENUE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
15	HARTZOG ROAD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
16	IN AND AROUND ALL RETENTION PONDS WITHIN THE HARTZOG PROPERTY ROAD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 41.41	\$ 1,259.54	\$ 15,114.48	\$ 102.24	\$ 3,067.14	\$ 36,805.68
TOTAL COSTS FOR YEAR ONE		\$ 2,127.36	\$ 64,709.44	\$ 776,513.28	\$ 667.00	\$ 20,287.92	\$ 243,455.00	\$ 617.47	\$ 18,781.47	\$ 225,377.67	\$ 662.56	\$ 20,152.64	\$241,831.68	\$ 1,635.84	\$ 49,074.24	\$ 588,890.88
ITEM NO.	ITEM DESCRIPTION	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST
YEAR TWO (10/01/2024 TO 09/30/2025)																
17	HOTEL PLAZA BOULEVARD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 49.40	\$ 1,502.52	\$ 18,030.21	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
18	BUENA VISTA DRIVE PEDESTRIAN BRIDGE TOWERS - A, B,C,D,E,F,&G & FLAMINGO CROSSINGS PEDESTRIAN TOWERS 1,2,3,&4	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
19	BUENA VISTA DRIVE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
20	BONNET CREEK PARKWAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
21	EPCOT RESORTS BOULEVARD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
22	STATE ROAD 535	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 49.40	\$ 1,502.52	\$ 18,030.21	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
23	WEST BOUND I-4 FROM STATE ROAD 535 TO EPCOT INTERCHANGE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 55.57	\$ 1,690.33	\$ 20,283.99	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
24	EPCOT CENTER DRIVE (536)	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
25	VICTORY WAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 43.22	\$ 1,314.70	\$ 15,776.44	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
26	FLORIDIAN PLACE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
27	WORLD DRIVE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
28	OSCEOLA PARKWAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
29	WESTERN WAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
30	FLAGLER AVENUE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
31	HARTZOG ROAD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
32	IN AND AROUND ALL RETENTION PONDS WITHIN THE HARTZOG PROPERTY ROAD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 42.24	\$ 1,284.73	\$ 15,416.76	\$ 112.46	\$ 3,373.86	\$ 40,486.32
TOTAL COSTS FOR YEAR TWO		\$ 2,127.36	\$ 64,709.44	\$ 776,513.28	\$ 683.95	\$ 20,803.48	\$ 249,641.75	\$ 617.47	\$ 18,781.47	\$ 225,377.67	\$ 675.84	\$ 20,555.68	\$246,668.16	\$ 1,799.36	\$ 53,981.76	\$ 647,781.12
ITEM NO.	ITEM DESCRIPTION	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST	DAILY COST	MONTHLY COST	ANNUAL COST
YEAR THREE (10/01/2025 TO 09/30/2026)																
33	HOTEL PLAZA BOULEVARD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 49.40	\$ 1,502.52	\$ 18,030.21	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
34	BUENA VISTA DRIVE PEDESTRIAN BRIDGE TOWERS - A, B,C,D,E,F,&G & FLAMINGO CROSSINGS PEDESTRIAN TOWERS 1,2,3,&4	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
35	BUENA VISTA DRIVE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
36	BONNET CREEK PARKWAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
37	EPCOT RESORTS BOULEVARD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
38	STATE ROAD 535	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 49.40	\$ 1,502.52	\$ 18,030.21	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
39	WEST BOUND I-4 FROM STATE ROAD 535 TO EPCOT INTERCHANGE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 55.57	\$ 1,690.33	\$ 20,283.99	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
40	EPCOT CENTER DRIVE (536)	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
41	VICTORY WAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 43.22	\$ 1,314.70	\$ 15,776.44	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
42	FLORIDIAN PLACE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
43	WORLD DRIVE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
44	OSCEOLA PARKWAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
45	WESTERN WAY	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 37.05	\$ 1,126.89	\$ 13,522.66	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
46	FLAGLER AVENUE	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
47	HARTZOG ROAD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
48	IN AND AROUND ALL RETENTION PONDS WITHIN THE HARTZOG PROPERTY ROAD	\$ 132.96	\$ 4,044.34	\$ 48,532.08				\$ 30.87	\$ 939.07	\$ 11,268.88	\$ 43.08	\$ 1,310.43	\$ 15,725.16	\$ 123.71	\$ 3,711.24	\$ 44,534.88
TOTAL COSTS FOR YEAR THREE		\$ 2,127.36	\$ 64,709.44	\$ 776,513.28	\$ 701.05	\$ 21,323.60	\$ 255,883.25	\$ 617.47	\$ 18,781.47	\$ 225,377.67	\$ 689.28	\$ 20,966.88	\$251,602.56	\$ 1,979.36	\$ 59,379.84	\$ 712,558.08
ESTIMATED THREE YEAR TOTAL (YEAR ONE, YEAR TWO, YEAR THREE)		\$ 6,382.08	\$ 194,128.32	\$2,329,539.84	\$2,052.00	\$ 62,415.00	\$ 748,980.00	\$ 1,852.41	\$ 56,344.41	\$ 676,133.01	\$ 2,027.68	\$ 61,675.20	\$740,102.40	\$ 5,414.56	\$ 162,435.84	\$1,949,230.08

* = New Bidder to The District

Time to Klean LLC* Orlando, Florida (BuyLocal) - NO BID

DISTRICTWIDE ROADSIDE LITTER CONTROL FOR FISCAL YEARS 2024, 2025, 2026
SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the ("Owner")), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Kings Service Solutions, LLC**, (herein referred to as the ("Contractor")), whose mailing address is 10501 South Orange Avenue #111, Orlando, Florida 32824.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **December 1, 2023** and ending **September 30, 2026**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Services Agreement, the Scope of Services, the Special Contract Conditions, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.

b. Services. The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the following List of Exhibits:

- i. Exhibit A, Scope of Services and Pricing, 8 pages
- ii. Exhibit B, Special Contract Conditions, 15 pages

3. BASIS FOR COMPENSATION AND PAYMENTS.

Lump Sum.

a. Provided that the Contractor shall strictly and completely perform all of its obligations under the Agreement, and subject only to additions and deductions by Changed Service Authorization as set forth in Article 6, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of **SIX HUNDRED THIRTY-EIGHT THOUSAND, FIVE HUNDRED SEVENTY AND FOUR ONE-HUNDREDTHS DOLLARS (\$638,570.04)** (herein referred to as the "Lump Sum Fee") to cover the Contractor's profit, general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Services, all of which costs and expenses shall be borne solely by the Contractor.

b. The Contractor shall on the twenty-fifth (25th) day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

c. Based on the Contractor's Application for Payment, and the Owner's acceptance and approval thereof, the Owner shall make equal monthly payments to the Contractor on account of the Lump Sum Fee. Such monthly payments shall be made on or before the fifteenth (15th) day of each calendar month or the twentieth (20th) day after receipt by the Owner of the Contractor's Application for Payment and of such documentation, to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

d. Contractor shall be compensated for any Services beyond those set forth in Article 2, in such an amount as the parties shall mutually agree in advance, such amount to be added to the Lump Sum Fee and invoiced and paid in accordance with the terms of Paragraphs b and c above; provided, however, that Contractor shall not be entitled to compensation for such Services unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of Article 6 of this Agreement.

e. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or in any Changed Service Authorization, in accordance with the provisions of Article 6 of this Agreement. In such event Owner shall be entitled to a proportionate reduction to the Lump Sum Fee.

f. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869
All invoices shall be sent to AP@oversightdistrict.org

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

- a. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
 - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
 - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;

- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.

Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

- b. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.
- c. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- d. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- e. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- f. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate

with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.

- g. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

- a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.

- b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

7. PROTECTION OF PERSONS AND PROPERTY.

- a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

- b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

- c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

8. BOOKS AND RECORDS.

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

9. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

10. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

11. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination.

12. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

13. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
10450 Turkey Lake Road, Box #690519
Orlando, Florida 32869
Attention: Contracting Officer

If to Contractor: KINGS SERVICE SOLUTIONS, LLC
10501 South Orange Avenue #111
Orlando, Florida 32824
Attention: Arnaldo Herrero

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. OWNERSHIP OF WORK PRODUCT

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Article 9 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

b. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the

motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

15. LEGAL PROCEEDINGS.

a. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

c. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

16. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

17. THE OWNER'S REPRESENTATIVES.

The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Kerry Satterwhite** whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

18. PUBLIC RECORDS.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@OVERSIGHTDISTRICT.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.

a. THE CONTRACTOR/CONSULTANT SHALL:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor/consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor/consultant or keep and maintain public records required by the public agency to perform the service. If the contractor/consultant transfers all public records to the public agency upon completion of the contract, the contractor/consultant shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If the contractor/consultant keeps and maintains public records upon completion of the contract, the contractor/consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. REQUEST FOR RECORDS; NONCOMPLIANCE:

1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor/consultant of the request, and the contractor/consultant must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a contractor/consultant does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
2. A contractor/consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

c. CIVIL ACTION:

1. If a civil action is filed against a contractor/consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor/consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the contractor/consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor/consultant has not complied with the request, to the public agency and to the contractor/consultant.
2. A notice complies with subparagraph (c) ii. if it is sent to the public agency's custodian of public records and to the contractor/consultant at the contractor's/consultant's address listed on its contract with the public agency or to the contractor's/consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
3. A contractor/consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

19. NON-FUNDING.

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

20. E-VERIFY COMPLIANCE.

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to

the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

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

OWNER

CONTRACTOR

**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT**

KINGS SERVICE SOLUTIONS, LLC

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: Martin Garcia

Print Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

Exhibit A
Scope of Services and Pricing
Contract No. C006412

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to perform the following scope of services over a three-year term:

SECTION 1. SCOPE OF SERVICES

- 1.1 The term of this contract is December 1, 2023 to September 30, 2026.
- 1.2 The Contractor shall ensure that the roadways are free of ALL debris at ALL times from 6:00 a.m. to 10:00 p.m. Contractor shall be responsible for providing sufficient staffing to complete the work. All work shall be completed by 10:00 p.m. daily, with the exception of Item #11 under Section 2. Locations, (see highlighted text on Item #11).
- 1.3 Janitorial Contract Office & Storage Space - Owner is not required to provide office space for Janitorial contracts. Storage space will be provided for all cleaning supplies and equipment and utilized by the contractor at each location. Contractor must get approval from Owner prior to any modifications to the provided storage space.

NOTE: A sweeper truck is not required.

SECTION 2. LOCATIONS

Contractor shall:

- 2.1 For locations 1 through 10, provide all labor, material, supervision, transportation, tools and all other things necessary to perform two (2) complete sweeps of locations 1 through 10 of the roadway system every day, collecting and disposing of all debris and /or litter on a daily basis (The Owner will provide garbage bags for this service).
- 2.2 For locations 11 through 16, provide all labor, material, supervision, transportation, tools and all other things necessary to perform one (1) complete sweep of locations 11 through 16 of the roadway system every day, collecting and disposing of all debris and /or litter on a daily basis (The Owner will provide garbage bags for this service).
- 2.3 Litter Control Coverage Map Link for ALL locations 1 – 16:
<https://rcid.maps.arcgis.com/apps/webappviewer/index.html?id=7eaa3cfb3ede40ffae3ab320dcba4ea5>
- 2.4 List of Locations: Collecting and disposing of all debris and /or litter, including special notes for some locations:
 - 2.4.1 Hotel Plaza Boulevard: Two sides of the road and median strip (including removal of trash from trashcans).
 - 2.4.2 Buena Vista Drive Pedestrian Bridge Towers – A, B,C,D,E,F,&G & Flamingo Crossings Pedestrian Bridge Towers 1,2,3,&4: Remove all debris from trash & recycle bins, remove all debris from landscape beds including cigarette butts.
 - 2.4.3 Buena Vista Drive: Two sides of the road and median strip from State Road 535 to South of Osceola Pkwy.
 - 2.4.4 Bonnet Creek Parkway: Two sides of the road and median strip from Buena Vista Drive to Vista Boulevard.
 - 2.4.5 Epcot Resorts Boulevard: both sides of road and medians, from Buena Vista Drive at Speedway to Buena Vista Drive at Fantasia Golf.
 - 2.4.6 State Road 535: Two sides of the road and median strip from the Florida Hospital Centra Care Walk-in Medical Clinic entrance to first (1st) intersection south of I-4.

- 2.4.7 West bound I-4 from State Road 535 to Epcot Interchange.
- 2.4.8 Epcot Center Drive (536): From the WDW Gateway to World Drive on and off ramps & including Backstage Lane from Overpass Lane to Buena Vista Drive.
- 2.4.9 Victory Way: Two sides of road and medians, from Buena Vista Drive to Osceola Parkway including ramp/road into Studio Parking Lot south of Studios Toll Plaza and interchange, ramp onto Osceola Parkway WB & Osceola Parkway WB ramp to Victory Way NB. (Refer to Litter Control Coverage Map Link)
- 2.4.10 Floridian Place: Reams Road to Fire Station 3, two sides of the road.
- 2.4.11 World Drive: Two sides of the road and median strip, south of Sthol Port including interchange to North of 192 before interchange and Griffith Road to North of I-4 Interchange. Contractor shall determine the best time to service this location daily due to heavy roadway traffic.
- 2.4.12 Osceola Parkway: Buena Vista Drive including the interchange to east of Gateway
- 2.4.13 Western Way: From Avalon Road to Buena Vista Drive, two sides of the road and medians including the toll road 429 ramps and dry retention ponds on the west side of toll road 429.
- 2.4.14 Flagler Avenue: from Western Way to Hartzog Road, two sides of the road and medians.
- 2.4.15 Hartzog Road: from the north side of the flat bridge to the south end of the Orange County and RCID/CFTOD property line, two sides of the road and medians. (Refer to Litter Control Coverage Map Link)
- 2.4.16 In and around all retention ponds within the Hartzog property area. (Refer to Litter Control Coverage Map Link)

SECTION 3. EMPLOYEES

The following applies to ALL contract work:

- 3.1 Services shall be provided seven days per week, 365 days per year, (Working on all holidays, no days off, working 365 days per year) from 6:00 a.m. to 10:00 p.m. and...
- 3.2 A minimum of one porter, driving one vehicle shall be required from 6:00 a.m. to 10:00 a.m., seven days per week, 365 days per year, (Working on all holidays, no days off, working 365 days per year).
- 3.3 A minimum of two porters, each driving a separate vehicle (a minimum of two vehicles) shall be required between the hours of 10:00 a.m. to 6:00 p.m. seven days per week, 365 days per year, (Working on all holidays, no days off, working 365 days per year).
- 3.4 A minimum of one porter, driving one vehicle shall be required from 6:00 p.m. to 10:00 p.m. seven days per week, 365 days per year, (Working on all holidays, no days off, working 365 days per year).
- 3.5 The above items 3.2 through 3.4 require that a minimum of three porters and two vehicles shall be provided for these contract services seven days per week, 365 days per year, (Working on all holidays, no days off, working 365 days per year).

SECTION 4. QUALITY CONTROL

- 4.1 The Contractor shall establish a quality control quality assurance program specific to this contract scope and shall maintain and monitor the program throughout the life of the contract.

- 4.2 The Owner will have the right at any stage of the operation to reject any or all work and material that in the Owner's opinion does not meet the requirements of this scope of services.

SECTION 5. DAMAGE

- 5.1 Any damages caused by the Contractor shall be repaired by the Contractor within 24 hours, or shall be repaired by the Owner and back-charged at the current rate per man hour plus material plus 20% on material only. Damages caused by the Contractor shall be the responsibility of the Contractor.
- 5.2 Contractor shall report all damages to the Owner immediately.

SECTION 6. SAFETY

The Contractor shall comply with the following:

- 6.1 Contractor shall provide a point of contact available for response during the scheduled hours of operation.
- 6.2 Contractor shall contact District contact in regards to any questionable debris found.
- 6.3 Contractor shall follow all TTC (Temporary Traffic Control) requirements and standards when performing all of these tasks via roadways.
- 6.4 The Owner places great emphasis upon the Contractor's duties respecting proper, advance coordination and proper performance of any and all Temporary Traffic Control (TTC) required in conjunction with the performance of the Services hereunder. Contractor shall be responsible for strictly abiding to all FDOT Rules, Statutes, and Regulations applicable to the Temporary Traffic Control (TTC) and shall communicate all TTC work within the District prior to implementation.
- 6.5 To obtain a right-of-way permit for TTC, all TTC plans shall be submitted to the Central Florida Tourism Oversight District Planning and Engineering Department for approval before any work can be started. It is noted that the Planning and Engineering department will require all TTC plans to be certified and stamped by a Traffic Engineer or equivalent.
- 6.6 The intent of this services contract is to keep the roadways free of ALL debris at ALL times from 6:00 a.m. to 10:00 p.m. (regular service hours). During the regular service hours, the Owner will occasionally request that the Contractor return to a location that has already been serviced due to a high volume of traffic in that location. The Contractor will not be compensated for return visits and these possible revisits or alterations to a route should be expected and included in the bid.
- 6.7 Contractor shall dispose of debris in the proper designated locations. The designated location for disposal is behind Fire Station #4; see provided map in Box.com.
- 6.8 Contractor shall document approximate weight of debris removed and disposed of during entire time of contracted services.
- 6.9 Contractor shall refrain from traveling along pedestrian sidewalks and damaging landscape & irrigation. Any damage shall be the contractor's responsibility to repair.

SECTION 7. APPEARANCE GUIDELINES

CONTRACTOR APPEARANCE REQUIREMENTS

- 7.1 The District will ask all contractors to follow its appearance requirements. There may be substitutions to clothing specifications made per location as some of these requirements may not apply to you. Those locations will be Parking Operations Staff, Security & Janitorial Porters for CFTOD & RCES Buildings.
- 7.2 The District is located and operates in an area that caters to many visitors and guests from different parts of the country and world. Employees performing their jobs may frequently come into contact with these visitors as well as various clients of the District. The image that you project plays a role in the impression of the District and its staff and can affect the overall experience. Therefore, everyone must strive to make positive impressions. It is in both the individual's and the District's best interest to ensure consistent compliance with quality appearance and demeanor standards.
- 7.3 The Following Requirements Apply to All Employees of the District:
- 7.3.1 Business Casual clothing should be comfortable yet appropriate for an office environment. You are still expected to project a professional image for our clients, potential employees and community visitors. Attire shall not appear too tight, too baggy, faded or in need of repair. Style as well as fabric choices (for clothing and footwear) must be consistent with a businesslike atmosphere. Sequined, faded, ill-fitting, revealing or sloppy attire (clothing or footwear) does not this requirement.
 - 7.3.2 Clothing, footwear, accessories, or jewelry that pose a safety hazard in the performance of one's job are not permitted. Employees should be aware of departmental requirements for safety in their areas and additional safety requirements may apply.
 - 7.3.3 Undergarments may not be visibly exposed. Patterned or colored undergarments that are visible when worn under light-colored clothing are not permitted. Clothing that reveals your back, your chest or your stomach is not appropriate for a place of business.
 - 7.3.4 Acceptable fabrics for clothing include wool, cotton, polyester, silk, linen, rayon and any blend of these fibers. Sheer fabric is unacceptable.
 - 7.3.5 Employees are responsible for guaranteeing shoes are kept clean and in good repair at all times. Conservative athletic shoes are acceptable for uniformed employees or when permitted by your manager. For safety reasons, they must be slip-resistant, rubber-soled shoes. Flashy athletic shoes, flip-flops and clogs are not acceptable in the workplace. Cowboy boots are not allowed except as noted on specific occasions.
 - 7.3.6 CFTOD is a first-name organization. Nametags are an important part of our uniform and contribute to guest and employee interactions. Nametags should be worn in an upright, readable position.
 - 7.3.7 Due to the nature of our work, local climate and hygiene; regular bathing, frequent hand-washing, clean, neat hair, and the use of an anti-per spirant or deodorant is required. For the same reasons, the use of strong, heavy scents and fragrances is not permitted.
 - 7.3.8 Any material (used as an overlay, insert, etc.) that gives an unnatural appearance to teeth is unacceptable. Orthodontia is acceptable.
 - 7.3.9 Nails must be clean and trimmed; charms/decals on nails are unacceptable.
 - 7.3.10 Extreme hairstyles and/or extreme hair ornaments detract from a professional appearance and are unacceptable. If hair color is altered, it must appear natural. Artificial hair, meeting those requirements, is acceptable.

- 7.3.11 Shaving of the eyebrows is not permitted.
- 7.3.12 Visible tattoos are not acceptable. Tattoos must be discreetly and completely covered at all times.
- 7.3.13 Jewelry may not be worn in any visible piercing(s), other than ear piercing for female employees as specifically allowed below. Jewelry worn in non-visible piercing(s) that poses a safety risk due to uniform/equipment designs and/or job responsibilities will not be permitted.
- 7.3.14 Sunglasses are permitted but shall not be worn indoors or at night; mirrored lenses are unacceptable.
- 7.3.15 Requests for an exception to the Appearance Policy for medical or religious reasons must be presented to your manager with supporting documentation.
- 7.4 The Following Requirements are Specific to Female Employees:
 - 7.4.1 Conservative braided hairstyles without beads or ornamentation are acceptable provided they are not distracting or extreme.
 - 7.4.2 Underarms and legs, when visible, are to be clean-shaven.
 - 7.4.3 Makeup may be used to enhance one's appearance. The products shall be blended to create a natural look. Extremes in color choices or application techniques detract from a professional appearance and are not acceptable.
 - 7.4.4 Jewelry, if worn, shall be unobtrusive and in good business taste. Any jewelry that jangles, rattles or makes noise is unacceptable.
 - 7.4.5 Two earrings in each ear worn in the earlobe are acceptable. Earrings must not exceed the size of a quarter. Spacers or gauges are unacceptable.
 - 7.4.6 Necklaces (a maximum of two), bracelets and/or watch are acceptable.
 - 7.4.7 One ring per hand is acceptable (a wedding set is considered one ring).
 - 7.4.8 Ankle bracelets are unacceptable.
 - 7.4.9 Nail polish, if used, shall be clear or in a red, rose, peach, beige or natural tone.
 - 7.4.10 Skirt lengths shall range from three (3) inches above the top of the kneecap to the mid-point of the anklebone. Slits, kick pleats, and buttoned or snapped closures should not exceed five inches mid-knee.
 - 7.4.11 Trousers lengths shall range from the mid-point of the anklebone to the bottom of the instep.
 - 7.4.12 Attire should be appropriate for a business environment.
 - 7.4.13 Acceptable attire includes: dresses, skirts, sweaters, blouses, jackets, professional-style mid-calf capris, dress slacks and khakis.
 - 7.4.14 Sleeveless dresses or shirts are permitted without a jacket only if the shoulder seam width is no less than two inches.
 - 7.4.15 Unacceptable attire includes: tank tops, spaghetti straps, t-shirts, tops with plunging necklines, cargo-style pants/capris, leggings, shorts, spandex or any other form fitting pants and any garments made of denim.

- 7.4.16 Footwear should be appropriate for a business environment and should complement the clothing that is worn. Coordinating hosiery is optional. Dress boots, classic pumps (open or closed toe), loafers, sling back styles (open or closed toe), and sandals (with a defined dress heel) are all acceptable.
- 7.5 The Following Requirements are Specific to Male Employees:
- 7.5.1 Employees are permitted to have a fully grown-in beard unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth of an inch. A well-groomed beard has a defined check line and neckline, which is trimmed neatly. The neck must be shaven. Shaping to extreme styles is not permitted. A non-shaven, stubble beard is not acceptable. The beard must connect to an appropriately grown mustache.
- 7.5.2 Mustaches are permitted, but must be neatly trimmed, never appearing bushy or unkempt. Mustaches must extend to the corners of the mouth but shall not extend onto or over the upper lip nor beyond or below the corners of the mouth.
- 7.5.3 Goatees (or circle beards) are permitted unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth of an inch. A goatee should be fully grown-in under the bottom lip and symmetrical on both sides. Shaping to extreme styles is not permitted. If a goatee is grown, it must connect to an appropriately grown mustache.
- 7.5.4 Sideburns must be kept neatly trimmed and the bottom edge may not extend beyond the bottom of the earlobe.
- 7.5.5 Hair must be neatly cut and tapered on the back and sides, forming a smooth, symmetrical appearance so that it does not extend beyond or cover any part of the ears or shirt collar. The overall style must be neat, natural and balanced proportionally.
- 7.5.6 A shaved head is permitted, as well as a very short military-style cut.
- 7.5.7 Tucking hair behind the ears, pinning it under or tucking it under a hat to conceal an unacceptable hairstyle will not be permitted.
- 7.5.8 No more than one ring per hand may be worn. Necklaces and earring are unacceptable.
- 7.5.9 Trousers shall extend to the bottom of the ankle.
- 7.5.10 Dress shoes or loafers shall be worn with coordinating socks. Sandals are not permitted.
- 7.5.11 Attire should be appropriate for a business environment:
- 7.5.11.1 Acceptable attire includes: suit, long or short-sleeved dress shirts or dress guayaberas/camp shirts (see attached), polo shirts and dress trousers. Cotton twill trousers are permitted only if they are neatly pressed.
- 7.5.11.2 Shirts must be tucked in, with the exception of camp style dress shirts and sweaters specifically tailored otherwise. Shirts must have a collar.
- 7.5.11.3 Sport coats, blazers and ties are optional.
- 7.5.11.4 Unacceptable attire includes: cargo-style pants, shorts, t-shirts, spandex, or any other form fitting pants and any garments made of denim.

7.6 Casual Fridays

From time to time, the District designates certain Fridays when casual attire may be worn by non-uniformed employees. However, not all employees/contractors are eligible to participate in Casual Fridays. Attire on Casual Friday must be appropriate for the workplace. In a business casual work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. Denim clothing, athletic shoes in good condition and cowboy boots are permissible on Casual Fridays. Clothing (other than previous listed exceptions) and other items identified as unacceptable above are also unacceptable on Casual Fridays. See specific requirements related to the event.

7.7 Appearance Requirements Discipline:

An employee whose attire is deemed inappropriate for their position will promptly be asked to comply with the District's requirements. An employee may be relieved of duty until in compliance with the supervisor's request. Failure to adhere to these standards will result in appropriate disciplinary action, not excluding separation of employment from the District. Ensuring consistent administration of the Appearance Requirements is the responsibility of management.

Misc.

Individuals in select locations will be required to wear the proper safety attire and proper PPE that is clean and meets the all safety standards.

Itemized Pricing:

ITEM	ITEM DESCRIPTION	DAILY COST	MONTHLY COST	ANNUAL COST
YEAR ONE (12/01/2023 TO 09/30/2024)				
1	HOTEL PLAZA BOULEVARD	\$49.40	\$1,502.52	\$15,025.20
2	BUENA VISTA DRIVE PEDESTRIAN BRIDGE TOWERS - A,B,C,D,E,F,&G & FLAMINGO CROSSINGS PEDESTRIAN TOWERS 1,2,3,&4	\$37.05	\$1,126.89	\$11,268.90
3	BUENA VISTA DRIVE	\$37.05	\$1,126.89	\$11,268.90
4	BONNET CREEK PARKWAY	\$37.05	\$1,126.89	\$11,268.90
5	EPCOT RESORTS BOULEVARD	\$37.05	\$1,126.89	\$11,268.90
6	STATE ROAD 535	\$49.40	\$1,502.52	\$15,025.20
7	WEST BOUND I-4 FROM STATE ROAD 535 TO EPCOT INTERCHANGE	\$55.57	\$1,690.33	\$16,903.30
8	EPCOT CENTER DRIVE (536)	\$37.05	\$1,126.89	\$11,268.90
9	VICTORY WAY	\$43.22	\$1,314.70	\$13,147.00
10	FLORIDIAN PLACE	\$30.87	\$939.07	\$9,390.70
11	WORLD DRIVE	\$37.05	\$1,126.89	\$11,268.90
12	OSCEOLA PARKWAY	\$37.05	\$1,126.89	\$11,268.90
13	WESTERN WAY	\$37.05	\$1,126.89	\$11,268.90
14	FLAGLER AVENUE	\$30.87	\$939.07	\$9,390.70
15	HARTZOG ROAD	\$30.87	\$939.07	\$9,390.70
16	IN AND AROUND ALL RETENTION PONDS WITHIN THE HARTZOG PROPERTY ROAD	\$30.87	\$939.07	\$9,390.70
TOTAL COSTS FOR YEAR ONE		\$617.47	\$18,781.47	\$187,814.70

ITEM	ITEM DESCRIPTION	DAILY COST	MONTHLY COST	ANNUAL COST
YEAR TWO (10/01/2024 TO 09/30/2025)				
17	HOTEL PLAZA BOULEVARD	\$49.40	\$1,502.52	\$18,030.21
18	BUENA VISTA DRIVE PEDESTRIAN BRIDGE TOWERS - A,B,C,D,E,F,&G & FLAMINGO CROSSINGS PEDESTRIAN TOWERS 1,2,3,&4	\$37.05	\$1,126.89	\$13,522.66
19	BUENA VISTA DRIVE	\$37.05	\$1,126.89	\$13,522.66
20	BONNET CREEK PARKWAY	\$37.05	\$1,126.89	\$13,522.66
21	EPCOT RESORTS BOULEVARD	\$37.05	\$1,126.89	\$13,522.66
22	STATE ROAD 535	\$49.40	\$1,502.52	\$18,030.21
23	WEST BOUND I-4 FROM STATE ROAD 535 TO EPCOT INTERCHANGE	\$55.57	\$1,690.33	\$20,283.99
24	EPCOT CENTER DRIVE (536)	\$37.05	\$1,126.89	\$13,522.66
25	VICTORY WAY	\$43.22	\$1,314.70	\$15,776.44
26	FLORIDIAN PLACE	\$30.87	\$939.07	\$11,268.88
27	WORLD DRIVE	\$37.05	\$1,126.89	\$13,522.66
28	OSCEOLA PARKWAY	\$37.05	\$1,126.89	\$13,522.66
29	WESTERN WAY	\$37.05	\$1,126.89	\$13,522.66
30	FLAGLER AVENUE	\$30.87	\$939.07	\$11,268.88
31	HARTZOG ROAD	\$30.87	\$939.07	\$11,268.88
32	IN AND AROUND ALL RETENTION PONDS WITHIN THE HARTZOG PROPERTY ROAD	\$30.87	\$939.07	\$11,268.88
TOTAL COSTS FOR YEAR TWO		\$617.47	\$18,781.47	\$225,377.67

ITEM	ITEM DESCRIPTION	DAILY COST	MONTHLY COST	ANNUAL COST
YEAR THREE (10/01/2025 TO 09/30/2026)				
33	HOTEL PLAZA BOULEVARD	\$49.40	\$1502.52	\$18,030.21
34	BUENA VISTA DRIVE PEDESTRIAN BRIDGE TOWERS - A,B,C,D,E,F,&G & FLAMINGO CROSSINGS PEDESTRIAN TOWERS 1,2,3,&4	\$37.05	\$1126.89	\$13,522.66
35	BUENA VISTA DRIVE	\$37.05	\$1126.89	\$13,522.66
36	BONNET CREEK PARKWAY	\$37.05	\$1126.89	\$13,522.66
37	EPCOT RESORTS BOULEVARD	\$37.05	\$1126.89	\$13,522.66
38	STATE ROAD 535	\$49.40	\$1502.52	\$18,030.21
39	WEST BOUND I-4 FROM STATE ROAD 535 TO EPCOT INTERCHANGE	\$55.57	\$1690.33	\$20,283.99
40	EPCOT CENTER DRIVE (536)	\$37.05	\$1126.89	\$13,522.66
41	VICTORY WAY	\$43.22	\$1314.70	\$15,776.44
42	FLORIDIAN PLACE	\$30.87	\$939.07	\$11,268.88
43	WORLD DRIVE	\$37.05	\$1126.89	\$13,522.66
44	OSCEOLA PARKWAY	\$37.05	\$1126.89	\$13,522.66
45	WESTERN WAY	\$37.05	\$1126.89	\$13,522.66
46	FLAGLER AVENUE	\$30.87	\$939.07	\$11,268.88
47	HARTZOG ROAD	\$30.87	\$939.07	\$11,268.88
48	IN AND AROUND ALL RETENTION PONDS WITHIN THE HARTZOG PROPERTY ROAD	\$30.87	\$939.07	\$11,268.88
TOTAL COSTS FOR YEAR THREE		\$617.47	\$18,781.47	\$225,377.67
LUMP SUM TOTAL (YEARS ONE-THREE)				\$638,570.04

End of Exhibit A

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006412
August 2023 Edition

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- V. Confined Spaces
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- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
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- XVI. Diving Operations
- XVII. Reserved
- (i) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property. All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan (“PSSP”), a hazard analysis, pre-task

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planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Central Florida Tourism Oversight District. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, “vaping”, and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (“AWPs”) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle (“PTV”) if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane. Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner’s expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trash cans must be provided for the disposable cups and/or bottles.

Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

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II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (ACM) and/or Presumed Asbestos-Containing Materials (PACM), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

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C. CHLOROFLUOROCARBONS (CFCs)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (CFCs) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor's work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space ("PRCS"), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space ("PRCS") entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor's Project Specific Safety Plan ("PSSP"). In support of the Contractor's preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner's experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor's personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner's job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its

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sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

The Policy is that all electrical work ***shall*** be performed de-energized as a standard work practice. This Policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants

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and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment (“PPE”) and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6’) of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing (FRC).

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

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

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

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A flash protection boundary, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

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

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

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

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- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until

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the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards (“SRLs”) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn’t feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer’s instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor’s qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System (“PFAS”), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25’).

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5’) or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6’) or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (PFDs) are not required.

X. AERIAL WORK PLATFORMS (“AWP”)

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner’s request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP’s that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as “out of service” the vehicle shall not to be operated until it has been repaired.

The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer’s capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

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AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline (“SRL”) of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP’s are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

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Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services (RCES) between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

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Obtain a completed locate ticket through Sunshine State One Call of Florida (“SSOCOF”) by calling 811.

Call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office.

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office.

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

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It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (NCCCO).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water's edge, Ground Bearing Pressures (GBP) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

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All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems.

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (PPE) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

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Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.
Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.
- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B



EXHIBIT B - Bid Submittal Affidavit

Title: District Wide Roadside Litter Control
Bid #: C006412
Contact: Central Florida Tourism Oversight District
Marsha Malecki, Procurement Manager
mmalecki@rcid.org
(407) 494-8162

SECTION 1. BASE BID

Company Name: Kings Service Solutions, LLC

We have examined all the bidding documents and the site of the Work, and submit the following bid proposal in which we affirm the following statements:

- A) We will hold our Bid open and valid for ninety (90) days from the date of bid opening per Section 7 of the Invitation to Bid;
- B) We will enter into a Services Agreement on the form provided by the Owner if awarded the contract based on our Bid;
- C) We will perform and complete all Work in strict compliance with the Contract Documents as defined in the Scope of Services;
- D) We will commence and complete the Work in strict accordance to the term identified in the Scope of Services;
- E) We will perform and complete all Base Bid Work for the Lump Sum Fixed Price of:

(Base Bid in words)

Year One

Two hundred twenty-five thousand three hundred seventy-seven and sixty-seven cents

DOLLARS

(\$ 225,377.67) which covers the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials, and all taxes).



ITB # C006412

Year Two

Two hundred twenty-five thousand three hundred seventy-seven and sixty-seven cents

DOLLARS

(\$ 225,377.67) which covers the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials, and all taxes).

Year Three

Two hundred twenty-five thousand three hundred seventy-seven and sixty-seven cents

DOLLARS

(\$ 225,377.67) which covers the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials, and all taxes).

Total for All Three Years

Six hundred seventy-six thousand one hundred thirty-three and one cent

DOLLARS

(\$ 676,133.01) which covers the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials, and all taxes).

Bidder shall complete the schedule below. Pricing must be included as part of the bid submittal package by the bid due date.

Note: Fill In All Pink Areas.

ITEM	DESCRIPTION	TOTAL STRAIGHT TIME WAGE RATE	TOTAL OVERTIME WAGE RATE
1	Supervisor	\$23.43	\$35.15
2	Manager	\$26.04	\$39.06
3	Laborer	\$22.13	\$33.20
4	MOT Skilled	\$24.73	\$37.10

SECTION 2. BID DOCUMENTS and ADDENDUM ACKNOWLEDGEMENT

Our company acknowledges receipt of the Invitation to Bid, and all other bidding documents for the Project including the following Addendums:

Addendum No. N/A, dated N/A
Addendum No. , dated
Addendum No. , dated
Addendum No. , dated
Addendum No. , dated
Addendum No. , dated

**SECTION 3. BIDDER CHECKLIST**

- ☒ Bidder acknowledges receipt of all Addenda.
- ☒ Bidder has submitted this complete and signed Bid Affidavit.
- ☒ Bidder has submitted the Client Reference List
- ☒ Bidder has submitted the Bid Pricing Form

SECTION 4. BID AFFIDAVIT; NON-COLLUSION

I, Arnaldo Herrero, as a duly authorized employee of the Company, affirm I have executed this Bid with full authority to do so and that the Company has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with above named project with any other Bidder, and;

that all statements contained in our bid and in this affidavit are true and correct, and made with full knowledge that Central Florida Tourism Oversight District relies upon the truth of the statements contained in said Bid, and in the statements contained in this affidavit in awarding a contract for this project.

Affirmed this 22 day of August, 2023.

LEGAL COMPANY NAME:

Kings Service Solutions, LLC

By: 
(Signature)

Printed Name: Arnaldo Herrero

Title: President

Telephone: 407-704-8542

E-Mail: AHerrero@Kings.Cleaning

Home Office Address: 5547 S Orange Ave., Orlando, FL 32809



EXHIBIT D – Client Reference List

ITB No.: C006412
Project: District Wide Roadside Litter Control

CLIENT REFERENCE LIST

Please use this form to provide at least two (2) client references for similar services performed.

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
Disney Worldwide Services	CW2499445 - Roadway & Parking Lot Cleaning	3/1/2023	2/28/2026
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC EQUIPMENT/MODELS WORKED ON			
Provide Roadway and Parking lot litter control throughout all Disney Theme Parks. Fleet vehicles operating with FDOT approved safety lights and reflective markings. All employees utilize FDOT approved safety vests & PPE.			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
Disney Springs	Janitorial Services, Litter Control throughout property	8/1/2022	7/31/2027
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC EQUIPMENT/MODELS WORKED ON			
Provide janitorial and related services throughout property. Conduct litter control throughout common area roadways and parking lots			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
Oneblood	Janitorial Services & Fleet Cleaning Services	11/1/2003	Master Contract -NED
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC EQUIPMENT/MODELS WORKED ON			
Provide janitorial, disinfecting & Fleet Cleaning services. Special Equipment: Company vans with pressure washers, water tanks, generators and vehicle cleaning equipment.			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
Orlando Health	Janitorial Services, Disinfecting Services	8/1/2017	Master Contract - NED
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC EQUIPMENT/MODELS WORKED ON			
Provide janitorial services, environmental services, porter services, disinfecting services pressure washing.			

EXHIBIT C – Bid Pricing Form

ITB No.:	C006412			
Project:	District Wide Roadside Litter Control			
Company Name:		KINGS SERVICE SOLUTIONS, LLC		

ITEM NO.	ITEM DESCRIPTION	DAILY COST	MONTHLY COST	ANNUAL COST
YEAR ONE (10/01/2023 TO 09/30/2024)				
1	HOTEL PLAZA BOULEVARD	\$ 49.40	\$ 1,502.52	\$ 18,030.21
2	BUENA VISTA DRIVE PEDESTRIAN BRIDGE TOWERS - A, B,C,D,E,F,&G & FLAMINGO CROSSINGS PEDESTRIAN TOWERS 1,2,3,&4	\$ 37.05	\$ 1,126.89	\$ 13,522.66
3	BUENA VISTA DRIVE	\$ 37.05	\$ 1,126.89	\$ 13,522.66
4	BONNET CREEK PARKWAY	\$ 37.05	\$ 1,126.89	\$ 13,522.66
5	EPCOT RESORTS BOULEVARD	\$ 37.05	\$ 1,126.89	\$ 13,522.66
6	STATE ROAD 535	\$ 49.40	\$ 1,502.52	\$ 18,030.21
7	WEST BOUND I-4 FROM STATE ROAD 535 TO EPCOT INTERCHANGE	\$ 55.57	\$ 1,690.33	\$ 20,283.99
8	EPCOT CENTER DRIVE (536)	\$ 37.05	\$ 1,126.89	\$ 13,522.66
9	VICTORY WAY	\$ 43.22	\$ 1,314.70	\$ 15,776.44
10	FLORIDIAN PLACE	\$ 30.87	\$ 939.07	\$ 11,268.88
11	WORLD DRIVE	\$ 37.05	\$ 1,126.89	\$ 13,522.66
12	OSCEOLA PARKWAY	\$ 37.05	\$ 1,126.89	\$ 13,522.66
13	WESTERN WAY	\$ 37.05	\$ 1,126.89	\$ 13,522.66
14	FLAGLER AVENUE	\$ 30.87	\$ 939.07	\$ 11,268.88
15	HARTZOG ROAD	\$ 30.87	\$ 939.07	\$ 11,268.88
16	IN AND AROUND ALL RETENTION PONDS WITHIN THE HARTZOG PROPERTY ROAD	\$ 30.87	\$ 939.07	\$ 11,268.88
TOTAL COSTS FOR YEAR ONE		\$ 617.47	\$ 18,781.47	\$ 225,377.67

ITEM NO.	ITEM DESCRIPTION	DAILY COST	MONTHLY COST	ANNUAL COST
YEAR TWO (10/01/2024 TO 09/30/2025)				
17	HOTEL PLAZA BOULEVARD	\$ 49.40	\$ 1,502.52	\$ 18,030.21
18	BUENA VISTA DRIVE PEDESTRIAN BRIDGE TOWERS - A, B,C,D,E,F,&G & FLAMINGO CROSSINGS PEDESTRIAN TOWERS 1,2,3,&4	\$ 37.05	\$ 1,126.89	\$ 13,522.66
19	BUENA VISTA DRIVE	\$ 37.05	\$ 1,126.89	\$ 13,522.66
20	BONNET CREEK PARKWAY	\$ 37.05	\$ 1,126.89	\$ 13,522.66
21	EPCOT RESORTS BOULEVARD	\$ 37.05	\$ 1,126.89	\$ 13,522.66
22	STATE ROAD 535	\$ 49.40	\$ 1,502.52	\$ 18,030.21
23	WEST BOUND I-4 FROM STATE ROAD 535 TO EPCOT INTERCHANGE	\$ 55.57	\$ 1,690.33	\$ 20,283.99
24	EPCOT CENTER DRIVE (536)	\$ 37.05	\$ 1,126.89	\$ 13,522.66
25	VICTORY WAY	\$ 43.22	\$ 1,314.70	\$ 15,776.44
26	FLORIDIAN PLACE	\$ 30.87	\$ 939.07	\$ 11,268.88
27	WORLD DRIVE	\$ 37.05	\$ 1,126.89	\$ 13,522.66
28	OSCEOLA PARKWAY	\$ 37.05	\$ 1,126.89	\$ 13,522.66
29	WESTERN WAY	\$ 37.05	\$ 1,126.89	\$ 13,522.66
30	FLAGLER AVENUE	\$ 30.87	\$ 939.07	\$ 11,268.88
31	HARTZOG ROAD	\$ 30.87	\$ 939.07	\$ 11,268.88
32	IN AND AROUND ALL RETENTION PONDS WITHIN THE HARTZOG PROPERTY ROAD	\$ 30.87	\$ 939.07	\$ 11,268.88
TOTAL COSTS FOR YEAR TWO		\$ 617.47	\$ 18,781.47	\$ 225,377.67

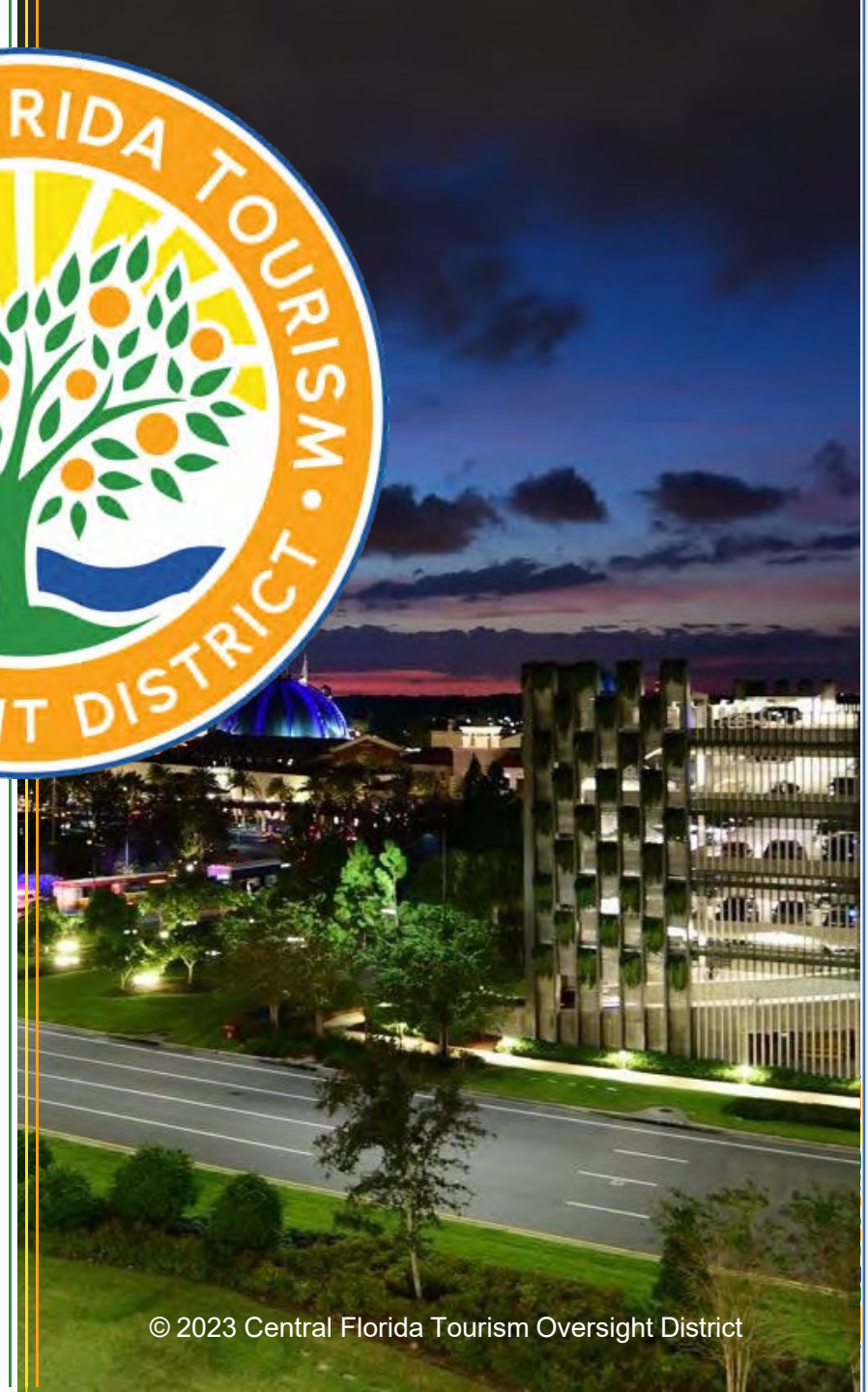
ITEM NO.	ITEM DESCRIPTION	DAILY COST	MONTHLY COST	ANNUAL COST
YEAR THREE (10/01/2025 TO 09/30/2026)				
33	HOTEL PLAZA BOULEVARD	\$ 49.40	\$ 1,502.52	\$ 18,030.21
34	BUENA VISTA DRIVE PEDESTRIAN BRIDGE TOWERS - A, B,C,D,E,F,&G & FLAMINGO CROSSINGS PEDESTRIAN TOWERS 1,2,3,&4	\$ 37.05	\$ 1,126.89	\$ 13,522.66
35	BUENA VISTA DRIVE	\$ 37.05	\$ 1,126.89	\$ 13,522.66
36	BONNET CREEK PARKWAY	\$ 37.05	\$ 1,126.89	\$ 13,522.66
37	EPCOT RESORTS BOULEVARD	\$ 37.05	\$ 1,126.89	\$ 13,522.66
38	STATE ROAD 535	\$ 49.40	\$ 1,502.52	\$ 18,030.21
39	WEST BOUND I-4 FROM STATE ROAD 535 TO EPCOT INTERCHANGE	\$ 55.57	\$ 1,690.33	\$ 20,283.99
40	EPCOT CENTER DRIVE (536)	\$ 37.05	\$ 1,126.89	\$ 13,522.66
41	VICTORY WAY	\$ 43.22	\$ 1,314.70	\$ 15,776.44
42	FLORIDIAN PLACE	\$ 30.87	\$ 939.07	\$ 11,268.88
43	WORLD DRIVE	\$ 37.05	\$ 1,126.89	\$ 13,522.66
44	OSCEOLA PARKWAY	\$ 37.05	\$ 1,126.89	\$ 13,522.66
45	WESTERN WAY	\$ 37.05	\$ 1,126.89	\$ 13,522.66
46	FLAGLER AVENUE	\$ 30.87	\$ 939.07	\$ 11,268.88
47	HARTZOG ROAD	\$ 30.87	\$ 939.07	\$ 11,268.88
48	IN AND AROUND ALL RETENTION PONDS WITHIN THE HARTZOG PROPERTY ROAD	\$ 30.87	\$ 939.07	\$ 11,268.88
TOTAL COSTS FOR YEAR THREE		\$ 617.47	\$ 18,781.47	\$ 225,377.67

ESTIMATED THREE YEAR TOTAL (ESTIMATED ANNUAL TOTAL FOR YEAR ONE, YEAR TWO, YEAR THREE)		\$ 1,852.41	\$ 56,344.41	\$ 676,133.01
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8.1(d) Districtwide Roadside Litter Control

(3-year contract with Kings Service
Solutions LLC)

November 15, 2023



Districtwide Roadside Litter Control

- The District has an established roadside litter control program to keep the roadways within the boundary free of debris at all times.
- An outside vendor is utilized to ensure all roadways within the boundaries of the District remain free of debris between the hours of 6:00 AM to 10:00 PM operating as a daily service 365 days a year.
- The service boundary is 190 miles (including ramps and turn lanes) and 467 center miles (including all roadways within the District).



Districtwide Roadside Litter Control

Services include:

- Janitorial services with roadside trash pick-up;
- Pedestrian bridge trash removal, median and retention pond debris removal;
- on-call response for litter control; and
- weighing and recording the amount of debris collected during the term of contracted services.



Districtwide Roadside Litter Control

- On August 31, 2023, Invitation to Bid# C006412 was released to obtain bids for the Districtwide roadside litter control program. The bidders were given the opportunity to submit as a fixed fee. After conducting an analysis of the submittals received, it was determined the best value was to award to the low bidder, Kings Service Solutions LLC.
- Six (6) bids were received as follows:

CONTRACTOR	BID AMOUNT	HOME OFFICE LOCATION
EV Cleaning Services*	\$2,329,539.00	Kissimmee, Florida (BuyLocal)
Florida Cleaning Systems, Inc.	\$748,980.00	Lake Mary, Florida (BuyLocal)
Kings Service Solutions, LLC	\$676,133.01	Orlando, Florida (BuyLocal)
Owens, Renz & Lee Co., Inc.	\$740,101.67	Orlando, Florida (BuyLocal)
Sunshine Enterprise USA*	\$1,949,231.20	Maitland, Florida (BuyLocal)
Time to Klean LLC*	NO BID	Orlando, Florida (BuyLocal)

*New bidder to the District

Kings Service Solutions LLC was the lowest responsive and responsible bidder.



Districtwide Roadside Litter Control

- Funding for this contract is budgeted for FY2024-25 in Account 160-001-5307816-541 (Roadway Debris Maintenance) in the amount of \$187,814.70; FY2025-26 for \$225,377.67; FY2026-27 for \$225,377.67.

CONTRACT PRICING SCHEDULE		
Year	Term	Estimated Annual Cost
1	October 1, 2023 - September 30, 2024	\$187,814.70
2	October 1, 2024 - September 30, 2025	\$225,377.67
3	October 1, 2025 - September 30, 2026	\$225,377.67
Estimated Total		\$638,570.04



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(e)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006440-A1, A2, A3 Parking Operations Services	
Requested Action	
Approve a three-year contract with Lanier Parking Meter Services, LLC for labor services for operating A-1 (Orange), A-2 (Lime), and A-3 (Grapefruit) parking garages with an approximate expenditure of \$5,926,051.10	
Staff Report	
The District contracts out for operating and maintaining the parking garage services in the Orange, Lime, and Grapefruit Garages. The contractor is responsible for providing all labor, supervision and equipment consisting of two (2) golf carts per garage. Additionally, the contractor must provide training and Level II fingerprinted background checks for all staff utilized in each parking garage. Staffing shall consist of supervisors, leads, and guest services personnel with shift rotations from the hours of 8:30 a.m. to 12:00 a.m. Saturday through Sunday, 365 days a year.	
Additional Analysis	
On August 17, 2023, Invitation to Bid # C006440 was released to sourced vendors for the parking operations services of the District's parking garages. The bidders were given the opportunity to submit bids for a fixed fee. For the labor services for operating A-1 (Orange), A-2 (Lime), and A-3 (Grapefruit) parking garages, four (4) bids were received. After conducting an analysis of the bids, it was determined to award to the lowest responsive and responsible bidder, Lanier Parking Meter Services , LLC.	
Fiscal Impact Summary	
Funding for this contract is budgeted for FY2024-25 in Account 164-001-5307090-545 (Parking Attendant Services) in the amount of \$1,709,221.10; FY2025-26 for \$2,087,573.72; FY2026-27 for \$2,129,256.28.	
Exhibits Attached	
1. Board Report 2. Itemized Bid Tabulation 3. Contract 4. Winning Bid 5. Presentation	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Bid# C006440-A1, A2, A3 Parking Operations Services in the amount of \$5,926,051.10

Presented By: Mike Crikis, Deputy District Administrator of Operations

Department: Facilities

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(e) Contract# C006440 for a three-year contract for A1 (Orange), A2 (Lime), and A3 (Grapefruit) parking garage operations with Lanier Parking Meter Services, LLC with an expenditure of \$5,926,051.10

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released: 08/17/2023

BACKGROUND:

The District contracts out the services for operating the parking garages in the Orange, Lime, and Grapefruit Garages. The contractor is responsible for providing all labor, supervision and equipment consisting of two (2) golf carts per garage. Additionally, the contractor must provide training and Level II fingerprinted background checks for all staff assigned to each parking garage. Staffing shall consist of supervisors, leads, and guest services personnel with shift rotations from the hours of 8:30 a.m. to 12:00 a.m. Saturday through Sunday, 365 days a year.

FINDINGS AND CONCLUSIONS:

On August 17, 2023, Invitation to Bid # C006440 was released to sourced vendors for parking operations services of the District's parking garages. The bidders were given the opportunity to submit bids for a fixed fee.

For the labor services for operating A-1 (Orange), A-2 (Lime), and A-3 (Grapefruit) parking garages, four (4) bids were received. The bids were as follows:

Lanier Parking Meter Services, LLC. was the lowest responsive and responsible bidder.

Vendor's Legal Name	Vendor's City/State	Bid Amount
Lanier Parking Meter Services, LLC**	Atlanta, GA	\$5,926,051.10
Unique Designs Professional Service, Inc.*	Orlando, FL	\$6,427,468.84
Public Safety International, Inc.	Miami, FL	\$6,723,315.66
Owens, Renz & Lee Co., Inc.*	Orlando, FL	\$7,143,138.62

New BuyLocal Bidder* | New Bidder (not BuyLocal)**

After conducting an analysis of the bids, it was determined to award to the lowest responsive and responsible bidder, Lanier Parking Meter Services, LLC.

The Facilities Department is requesting approval of Contract# C006440 with Lanier Parking Meter Services, LLC for operating A-1 (Orange), A-2 (Lime), and A-3 (Grapefruit) parking garages. Staff recommends approving the contract for the period of **December 5, 2023** through **September 30, 2026**.

FISCAL IMPACT:

Funding for this contract is budgeted for FY2024-25 in Account 164-001-5307090-545 (Parking Attendant Services) in the amount of \$1,709,221.10; FY2025-26 for \$2,087,573.72; FY2026-27 for \$2,129,256.28.

Contract Pricing Schedule		
YR	Term	Est. Annual Cost
1	December 5, 2023 - September 30, 2024	\$1,709,221.10
2	October 1, 2024 - September 30, 2025	\$2,087,573.72
3	October 1, 2025 - September 30, 2026	\$2,129,256.28
Estimated Total		\$5,926,051.10

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.


ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – Lanier Parking Meter Services, LLC (PDF)

Lanier Parking Meter Services, LLC Submitted Bid

 ITB #C006440 Bid Evaluation A1, A2, A3 Parking Garage Operations Services				Lanier Parking Meter Services, LLC.** Atlanta, Georgia		Unique Designs Professional Service Inc.* Orlando, Florida (BuyLocal)		Public Safety International, Inc. Miami, Florida		Owens, Renz & Lee Co., Inc. Orlando, Florida (BuyLocal)	
ITEM #	Item Description	Unit	QTY	Regular Rate	Yearly Rate	Regular Rate	Yearly Rate	Regular Rate	Yearly Rate	Regular Rate	Yearly Rate
YEAR ONE (12/05/2023 TO 09/30/2024)				YEAR ONE		YEAR ONE		YEAR ONE		YEAR ONE	
Orange Garage											
1	Total Hours as Required in Figure 1	Monthly	10	\$ 73,343.24	\$ 733,432.40	\$ 66,735.71	\$ 667,357.10	\$ 85,872.49	\$ 858,724.90	\$ 89,715.15	\$ 897,151.50
Lime Garage											
2	Total Hours as Required in Figure 1	Monthly	10	\$ 62,059.66	\$ 620,596.60	\$ 66,735.71	\$ 667,357.10	\$ 71,417.50	\$ 714,175.00	\$ 73,403.31	\$ 734,033.10
Grapefruit Garage											
3	Total Hours as Required in Figure 1	Monthly	10	\$ 33,850.73	\$ 338,507.30	\$ 41,067.88	\$ 410,678.80	\$ 38,584.00	\$ 385,840.00	\$ 40,779.63	\$ 407,796.30
Extra Shift Hours (As Requested)											
4	Extra Shift GSP	Hours	720	\$ 20.46	\$ 14,731.20	\$ 130.00	\$ 93,600.00	\$ 26.50	\$ 19,080.00	\$ 25.35	\$ 18,252.00
5	Extra Shift Lead	Hours	80	\$ 24.42	\$ 1,953.60	\$ 146.00	\$ 11,680.00	\$ 26.50	\$ 2,120.00	\$ 28.40	\$ 2,272.00
ESTIMATED ANNUAL TOTAL (LINES 1 -5)				\$ 1,709,221.10		\$ 1,850,673.00		\$ 1,979,939.90		\$ 2,059,504.90	
ITEM #	Item Description	Unit	QTY	Regular Rate	Yearly Rate	Regular Rate	Yearly Rate	Regular Rate	Yearly Rate	Regular Rate	Yearly Rate
YEAR TWO (10/01/2024 TO 09/30/2025)				YEAR TWO		YEAR TWO		YEAR TWO		YEAR TWO	
Orange Garage											
6	Total Hours as Required in Figure 1	Monthly	12	\$ 74,764.13	\$ 897,169.56	\$ 68,512.88	\$ 822,154.56	\$ 85,872.49	\$ 1,030,469.88	\$ 91,509.45	\$ 1,098,113.40
Lime Garage											
7	Total Hours as Required in Figure 1	Monthly	12	\$ 63,261.96	\$ 759,143.52	\$ 68,512.88	\$ 822,154.56	\$ 71,417.50	\$ 857,010.00	\$ 74,871.36	\$ 898,456.32
Grapefruit Garage											
8	Total Hours as Required in Figure 1	Monthly	12	\$ 34,506.52	\$ 414,078.24	\$ 42,161.52	\$ 505,938.24	\$ 38,584.00	\$ 463,008.00	\$ 41,595.24	\$ 499,142.88
Extra Shift Hours (As Requested)											
9	Extra Shift GSP	Hours	720	\$ 21.07	\$ 15,170.40	\$ 133.46	\$ 96,091.20	\$ 26.50	\$ 19,080.00	\$ 25.86	\$ 18,619.20
10	Extra Shift Lead	Hours	80	\$ 25.15	\$ 2,012.00	\$ 149.89	\$ 11,991.20	\$ 26.50	\$ 2,120.00	\$ 28.97	\$ 2,317.60
ESTIMATED ANNUAL TOTAL (LINES 6-10)				\$ 2,087,573.72		\$ 2,258,329.76		\$ 2,371,687.88		\$ 2,516,649.40	
ITEM #	Item Description	Unit	QTY	Regular Rate	Yearly Rate	Regular Rate	Yearly Rate	Regular Rate	Yearly Rate	Regular Rate	Yearly Rate
YEAR THREE (10/01/2025 TO 09/30/2026)				YEAR THREE		YEAR THREE		YEAR THREE		YEAR THREE	
Orange Garage											
11	Total Hours as Required in Figure 1	Monthly	12	\$ 76,250.50	\$ 915,006.00	\$ 70,337.38	\$ 844,048.56	\$ 85,872.49	\$ 1,030,469.88	\$ 93,339.63	\$ 1,120,075.56
Lime Garage											
12	Total Hours as Required in Figure 1	Monthly	12	\$ 64,519.65	\$ 774,235.80	\$ 70,337.38	\$ 844,048.56	\$ 71,417.50	\$ 857,010.00	\$ 76,368.81	\$ 916,425.72
Grapefruit Garage											
13	Total Hours as Required in Figure 1	Monthly	12	\$ 35,192.54	\$ 422,310.48	\$ 43,284.28	\$ 519,411.36	\$ 38,584.00	\$ 463,008.00	\$ 42,427.12	\$ 509,125.44
Extra Shift Hours (As Requested)											
14	Extra Shift GSP	Hours	720	\$ 21.71	\$ 15,631.20	\$ 137.01	\$ 98,647.20	\$ 26.50	\$ 19,080.00	\$ 26.38	\$ 18,993.60
15	Extra Shift Lead	Hours	80	\$ 25.91	\$ 2,072.80	\$ 153.88	\$ 12,310.40	\$ 26.50	\$ 2,120.00	\$ 29.55	\$ 2,364.00
ESTIMATED ANNUAL TOTAL (LINES 11 -15)				\$ 2,129,256.28		\$ 2,318,466.08		\$ 2,371,687.88		\$ 2,566,984.32	
ESTIMATED THREE YEAR TOTAL				\$ 5,926,051.10		\$ 6,427,468.84		\$ 6,723,315.66		\$ 7,143,138.62	

* = New Opportunity Zone Bidder to The District

** = New Bidder to The District (not BuyLocal/Opportunity Zone/Veteran Small Business)

Bid amounts were adjusted for a reduced contract length.



A1, A2, A3 PARKING GARAGE OPERATIONS SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the ("Owner")), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Lanier Parking Meter Services, LLC**, (herein referred to as the ("Contractor")), whose mailing address is 233 Peachtree Street NE, Harris Tower, Suite 2600, Atlanta, Georgia 30303.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **December 5, 2023** and ending **September 30, 2026**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Services Agreement, the Scope of Services, the Special Contract Conditions, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.

b. Services. The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the following List of Exhibits:

- i. Exhibit A, Scope of Services and Rate Schedule, 8 pages
- ii. Exhibit B, Special Contract Conditions, 15 pages
- iii. Exhibit C, Contractor Proposal, 10 pages

3. BASIS FOR COMPENSATION AND PAYMENTS.

Not to Exceed Amount

a. Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, an amount for time reasonably and properly incurred by Contractor in performance of its Services based upon the monthly and hourly rates shown on the attached Rate Schedule in Exhibit A incorporated herein. However, in no event shall the amount exceed **FIVE MILLION, NINE HUNDRED TWENTY-SIX THOUSAND, FIFTY-ONE AND TEN ONE-HUNDREDTHS DOLLARS (\$5,926,051.10)**; and the Reimbursable Expenses shall in no event exceed **(N/A)**.

b. Payments shall be made monthly for Services plus Reimbursable Expenses incurred. Contractor shall invoice Owner, in the form required by Owner, on the first day of each calendar month for Basic Services rendered during the preceding month plus Reimbursable Expenses incurred.

c. Reimbursable Expenses shall include only the actual and necessary costs and expenses, without markup, reasonably and properly incurred by Contractor in connection with the Services rendered under this Agreement. Direct expenses are determined and pre-approved by Owner.

d. Contractor shall provide any and all backup required by Owner in connection with time spent and Reimbursable Expenses incurred.

e. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.

f. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District

Attention: Accounts Payable

P.O. Box 690519

Orlando, Florida 32869

All invoices shall be sent to AP@oversightdistrict.org

g. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.

h. Owner retains the right to reduce any portion of Contractor's Services at any time.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

a. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work

or services under this agreement and is maintained for at least 2 years following the conclusion of work.

- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

b. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.

c. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.

d. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

e. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

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

g. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

h. Notwithstanding anything to the contrary in this Agreement, the parties agree that Contractor is not responsible for claims or liabilities to the extent caused by the acts or omissions of the Owner, third parties or its or their employees, contractors, or agents.

i. Notwithstanding anything to the contrary in this Agreement, in no event will either party or any of its shareholders, members, officers, directors, employees or personnel be liable for any liability or claim for punitive, special, exemplary, liquidated, indirect, or consequential damages or for loss of profits or business.

j. The parties agree that the liability of either party hereto for any and all claims and liabilities is limited to such party's assets and each party agrees not to pursue any claims against any person or entity other than such party.

6. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

7. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety, training, precautions and programs for its employees and contractors in connection with the Services, including the provision of PPE equipment relevant to the Services to provide reasonable safety measures for all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. Notwithstanding anything to the contrary in this Agreement, Contractor is not responsible for providing any security services.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor. Notwithstanding anything in this Agreement to the contrary, the parties mutually agree that Contractor is not responsible for any maintenance or repair of the structures and/or systems of the parking structures (described in Exhibit A), including any design or structural defects.

8. BOOKS AND RECORDS.

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such

Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

9. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

10. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

11. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination.

12. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

13. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
10450 Turkey Lake Road, Box #690519
Orlando, FL 32869
Attention: Contracting Officer

If to Contractor: LANIER PARKING METER SERVICES, LLC
307 7th Avenue, 3rd Floor
New York, NY 10001
Attention: Corey Medgyesi

With a copy to: legalnotices@reefparking.com

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. OWNERSHIP OF WORK PRODUCT.

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Article 9 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

b. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

15. LEGAL PROCEEDINGS.

a. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole

understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

c. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

16. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

17. THE OWNER'S REPRESENTATIVES.

The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be Steve Mendygral whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

18. PUBLIC RECORDS.

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 THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLCRECORDS@RCID.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.

a. THE CONTRACTOR SHALL:

- i. Keep and maintain public records required by the public agency to perform the service.
- ii. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. REQUEST FOR RECORDS; NONCOMPLIANCE:

- i. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- ii. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

c. **CIVIL ACTION:**

- i. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- ii. A notice complies with subparagraph c.2. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- iii. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

19. **NON-FUNDING.**

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

20. **E-VERIFY COMPLIANCE.**

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

21. **SCRUTINIZED COMPANIES.**

a. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

- i. 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 Florida Statutes; and/or
- ii. Engaged in business operations in Cuba or Syria.

d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

- i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes, and/or
- ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

e. If this Agreement is terminated by the Owner as provided in paragraph d above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

f. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner’s termination.

g. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

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

OWNER

CONTRACTOR

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

LANIER PARKING METER SERVICES, LLC

Authorized
Signature: _____

Authorized
Signature: Forrest Freidman

Print Name: Martin Garcia

Print Name: Forrest Freidman

Title: Board Chairman

Title: Chief Revenue Officer

Date: _____

Date: November 3, 2023

Exhibit A
SCOPE OF SERVICES AND RATE SCHEDULE
Contract No. C006440

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to provide parking garage operations services for the A1, A2, & A3 parking structures as described below:

SECTION 1 - PARKING STRUCTURES

- A1 - Orange Garage
- A2 - Lime Garage
- A3 - Grapefruit Garage

SECTION 2 – SCOPE OF SERVICES

- 2.1 Provide labor services for operating the A1, A2, & A3 parking structures.
- 2.2 Contractor shall provide at least two (2) golf carts per garage, for a total no less than six (6) golf carts. The Contractor shall be responsible for maintenance and upkeep of carts. When a golf cart is out-of-service for repairs for longer than 24 hours, the Contractor shall provide a replacement golf cart to maintain the minimum requirement of six golf carts on Central Florida Tourism Oversight District (“District”) property.
 - There is no place to charge electric carts. The carts must be gas.
 - Due to liability reasons, we do not transport parkers. Only employees. So two (2) or four (4) seater golf carts are sufficient.
 - When the golf carts are not in use, they should be parked in a space next to the operations office.
- 2.3 Contractor shall be required to maintain the staffing levels as noted in **Section 10 – Parking Garage Operations Schedule**, when an employee is either out for any of the following: medical, vacation, holidays, personal days, FMLA, etc.
- 2.4 All shifts must be filled at all times as noted in **Section 10 – Parking Garage Operations Schedule**. Any deviation must be approved by the Parking Ops supervisor. Owner is not responsible for overtime or additional charges the Contractor may incur while providing the staff.
- 2.5 The Owner may require additional labor and shifts during Special Events and Holidays, which the Contractor will be compensated.
- 2.6 Supervision will be provided by Owner for all shifts.
- 2.7 Lunch breaks shall be staggered and as near to the midpoint of their shift (managed by the lead on duty).
- 2.8 The Owner will provide lockers, radios, vests, various barriers and cones. General office space will not be provided; however, storage for equipment and meeting space can be provided with advanced notice to the Owner. The Contractor shall provide and maintain any other needed equipment and supplies, such as water bottles, squeegees, etc.
- 2.9 Parking staff are responsible for the day-to-day operation, such as, and not limited to:
 - Monitoring the overall parking structure for suspicious behavior and reporting same to Management and/or Security personnel. However, Contractor is not responsible for any liabilities or claims related to such suspicious behavior.
 - Basic request assistance to guests, such as, and not limited to:
 - ✓ Providing guest directions
 - ✓ Locating guest vehicle
 - ✓ Calling for auto/key assistance
 - ✓ Monitoring and responding to the call boxes
 - ✓ Responding to emergency situations is defined as below:
 - If a guest approaches parking staff and states there is an emergency issue, call either 911 or Management.
 - When First Responders arrive on-site to respond to medical calls, parking staff would need to ensure the area is clear, direct traffic if necessary, and obtain basic demographic information from the guests.

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- In case of a fire or fire alarm, the parking staff have assignments to prevent access into the parking structures.
 - During normal patrolling, parking staff are required to report any unusual circumstances such as suspicious packages or persons.
 - ✓ Assisting guests to the blow off ramp when necessary
 - ✓ Assisting with traffic flow when and where necessary
 - ✓ Place and/or remove barriers/cones when and where necessary
 - ✓ Assist with keeping the structure clean of debris
- 2.10 Follow District's policies and procedures.
- 2.11 Employees shall be 18 years old or older, and may be called on off hours.
- 2.12 Alert Management if Contractor becomes aware of any issues with elevators/escalators provided that the parties acknowledge that Contractor shall have no responsibility to conduct inspections, repairs, or maintenance of the elevators/escalators.
- 2.13 Alert Management if Contractor becomes aware of security issues and/or when emergencies occur provided Contractor is not responsible for any liabilities or claims related to security issues or emergencies.
- 2.14 Alert Management if janitorial assistance is needed.
- 2.15 All guest service personnel ("GSP") and on-site supervisors are required to attend and complete all required District provided training, such as and not limited to the below courses. Although not required, leadership is strongly encouraged to attend to understand the material being taught to their employees. The training is a combination of in-person and online courses:
- CPR/AED
 - Car fires/fire extinguishers
 - Fighting
 - Intoxicated/angry guests
 - First observer program/suspicious activities
 - Explosives and firearms
 - Guests relations
 - Structure evaluation procedures
 - Facilities maintenance procedures
 - District policies and procedures
 - Blood-borne pathogens
- 2.16 Contractor is willing to hire current 43 full-time and part-time parking garage operations GSPs and leads. If hiring current staff, the Contractor minimum base wage rate requirements are as follows: parking staff/guest service personnel ("GSP") is \$16.00 per hour and parking leads is \$18.00 per hour.

SECTION 3 – OTHER REQUIREMENTS

- 3.1 Level II Background checks for all personnel, upon hiring and annually.
- Annual sex offender check and driver's license check.
 - New personnel Level II Background check with sex offender and driver's license check.
 - The background checks must be provided to Owner, for every worker prior to them starting.
- 3.2 Contractor's employees shall follow District's Appearance Guidelines.
- 3.3 Contractor shall provide appropriate uniforms that are visible and consistent for its employees.
- Black or dark navy blue "Dickie" style pants.
 - Either a type 2 reflective orange shirt or plain white button up shirt and Orange safety vest.
 - A plain dark navy blue or black baseball hat can be worn. In winter, same color beanie style hat can be worn as well.
- 3.4 Owner reserves the right to refuse any employee who does not meet or conform to Owner's policies.

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- 3.5 Contractor employees shall be accountable for completing all training of safety procedures, cultural practices, compliance ordinances, and guest relations.
- 3.6 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner towards Owner, guests, staff, and management. In the event the Owner believes that any of Contractor's employees are acting other than as herein required, or Owner or its agents determine that any of such employees are not performing their duties in a competent manner, Owner shall so advise Contractor and Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by Owner.
- 3.7 Contractor shall maintain continuous and regular communications with Owner concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the Services to be provided by Contractor hereunder.
- 3.8 All Services, whether performed by the Contractor or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (b) all codes, rules, regulations, and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

SECTION 4 – EMPLOYEE QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily and arrive on time every day. Excessive unexcused absences are unacceptable. The requirements listed herein are representative of the knowledge, skill, and/or ability required.

- 4.1 EDUCATION and/or EXPERIENCE: High school graduate or possess a GED acceptable to Owner. Experience desired but not required.
- 4.2 LANGUAGE SKILLS: Must speak and understand English and communicate clearly and accurately, ability to read and comprehend simple instructions and ability to write simple correspondence.
- 4.3 MATHEMATICAL SKILLS: Ability to add, subtract, and multiply.
- 4.4 REASONING ABILITY: Ability to apply common sense understanding to carry out instruction furnished in written, oral, or diagram form.
- 4.5 CERTIFICATES, LICENSES, REGISTRATIONS: Must possess a valid Florida Driver's License.
- 4.6 PHYSICAL DEMANDS: The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job.
 - While performing the duties of this job, the employee is regularly required to stand, use hands to finger, handle, or feel; reach with hands and arms; talk, and hear. The employee will be required to walk frequently.
 - The employee is occasionally required to sit, climb, or balance and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move more than 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

SECTION 5 - WORK ENVIRONMENT

- 5.1 The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- 5.2 Duties are performed in a garage environment and in the field in emergency and non-emergency conditions. While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions,

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moving mechanical parts, exhaust fumes, outside weather conditions, heat, and moving vehicles. The noise level in the work environment may be loud.

SECTION 6 - QUALITY CONTROL

- 6.1 The Contractor shall establish a quality control quality assurance program specific to this contract scope and shall maintain and monitor the program throughout the life of the contract.
- 6.2 The Owner will have the right at any stage of the operation to reject any or all work and material that in the Owner's opinion does not meet the requirements of this scope of services.

SECTION 7 - DAMAGE

- 7.1 Any damages caused by the Contractor shall be repaired by the Contractor within 24 hours, or shall be repaired by the Owner and back-charged at the current rate per man hour plus material plus 20% on material only. Damages caused by the Contractor shall be the responsibility of the Contractor.
- 7.2 Contractor shall report all damages to the Owner immediately.

SECTION 8 - SAFETY

- 8.1 The Owner is dedicated to establishing and maintaining a safe work environment. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner's property.
- 8.2 All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:
 - Fighting
 - Horseplay
 - Possession of firearms
 - Possession/use of alcohol/drugs
- 8.3 Work performed must incorporate safety into the planning. Do not begin work before safety measures are in place and training is complete. All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements as well as any task or equipment specific training required. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required. No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.
- 8.4 All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Reedy Creek Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.
- 8.5 All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed.
- 8.6 Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.
- 8.7 Notwithstanding the foregoing, the Services do not include any security services. Owner is solely responsible for all matters relating to the security at the parking garages. Owner contracts separately with a third-party security service provider.

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SECTION 9 - APPEARANCE GUIDELINES

- 9.1 The District will ask all contractors to follow its appearance requirements. There may be substitutions to clothing specifications made per location as some of these requirements may not apply to you. Those locations will be Parking Operations Staff, Security & Janitorial Porters for CFTOD & RCES Buildings.
- 9.2 The District is located and operates in an area that caters to many visitors and guests from different parts of the country and world. Employees performing their jobs may frequently come into contact with these visitors as well as various clients of the District. The image that you project plays a role in the impression of the District and its staff and can affect the overall experience. Therefore, everyone must strive to make positive impressions. It is in both the individual's and the District's best interest to ensure consistent compliance with quality appearance and demeanor standards.
- 9.3 The Following Requirements Apply to **ALL EMPLOYEES**:
- 9.3.1 Business Casual clothing should be comfortable yet appropriate for an office environment. You are still expected to project a professional image for our clients, potential employees and community visitors. Attire shall not appear too tight, too baggy, faded or in need of repair. Style as well as fabric choices (for clothing and footwear) must be consistent with a businesslike atmosphere. Sequined, faded, ill-fitting, revealing or sloppy attire (clothing or footwear) does not this requirement.
 - 9.3.2 Clothing, footwear, accessories, or jewelry that pose a safety hazard in the performance of one's job are not permitted. Employees should be aware of departmental requirements for safety in their areas and additional safety requirements may apply.
 - 9.3.3 Undergarments may not be visibly exposed. Patterned or colored undergarments that are visible when worn under light-colored clothing are not permitted. Clothing that reveals your back, your chest or your stomach is not appropriate for a place of business.
 - 9.3.4 Acceptable fabrics for clothing include wool, cotton, polyester, silk, linen, rayon and any blend of these fibers. Sheer fabric is unacceptable.
 - 9.3.5 Employees are responsible for guaranteeing shoes are kept clean and in good repair at all times. Conservative athletic shoes are acceptable for uniformed employees or when permitted by your manager. For safety reasons, they must be slip-resistant, rubber-soled shoes. Flashy athletic shoes, flip-flops and clogs are not acceptable in the workplace. Cowboy boots are not allowed except as noted on specific occasions.
 - 9.3.6 Central Florida Tourism Oversight District is a first-name organization. Nametags are an important part of our uniform and contribute to guest and employee interactions. Nametags should be worn in an upright, readable position.
 - 9.3.7 Due to the nature of our work, local climate and hygiene; regular bathing, frequent hand-washing, clean, neat hair, and the use of an anti-per spirant or deodorant is required. For the same reasons, the use of strong, heavy scents and fragrances is not permitted.
 - 9.3.8 Any material (used as an overlay, insert, etc.) that gives an unnatural appearance to teeth is unacceptable. Orthodontia is acceptable.
 - 9.3.9 Nails must be clean and trimmed; charms/decals on nails are unacceptable.
 - 9.3.10 Extreme hairstyles and/or extreme hair ornaments detract from a professional appearance and are unacceptable. If hair color is altered, it must appear natural. Artificial hair, meeting those requirements, is acceptable.
 - 9.3.11 Shaving of the eyebrows is not permitted.
 - 9.3.12 Visible tattoos are not acceptable. Tattoos must be discreetly and completely covered at all times.
 - 9.3.13 Jewelry may not be worn in any visible piercing(s), other than ear piercing for female employees as specifically allowed below. Jewelry worn in non-visible piercing(s) that poses a safety risk due to uniform/equipment designs and/or job responsibilities will not be permitted.
 - 9.3.14 Sunglasses are permitted but shall not be worn indoors or at night; mirrored lenses are unacceptable.
 - 9.3.15 Requests for an exception to the Appearance Policy for medical or religious reasons must be presented to your manager with supporting documentation.

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9.4 The Following Requirements are Specific to **FEMALE EMPLOYEES**:

- 9.4.1 Conservative braided hairstyles without beads or ornamentation are acceptable provided they are not distracting or extreme.
- 9.4.2 Underarms and legs, when visible, are to be clean-shaven.
- 9.4.3 Makeup may be used to enhance one's appearance. The products shall be blended to create a natural look. Extremes in color choices or application techniques detract from a professional appearance and are not acceptable.
- 9.4.4 Jewelry, if worn, shall be unobtrusive and in good business taste. Any jewelry that jangles, rattles or makes noise is unacceptable.
- 9.4.5 Two earrings in each ear worn in the earlobe are acceptable. Earrings must not exceed the size of a quarter. Spacers or gauges are unacceptable.
- 9.4.6 Necklaces (a maximum of two), bracelets and/or watch are acceptable.
- 9.4.7 One ring per hand is acceptable (a wedding set is considered one ring).
- 9.4.8 Ankle bracelets are unacceptable.
- 9.4.9 Nail polish, if used, shall be clear or in a red, rose, peach, beige or natural tone.
- 9.4.10 Skirt lengths shall range from three (3) inches above the top of the kneecap to the mid-point of the anklebone. Slits, kick pleats, and buttoned or snapped closures should not exceed five inches mid-knee. Trousers lengths shall range from the mid-point of the anklebone to the bottom of the instep.
- 9.4.11 Attire should be appropriate for a business environment:
 - 9.4.11.1 Acceptable attire includes: dresses, skirts, sweaters, blouses, jackets, professional-style mid-calf capris, dress slacks and khakis.
 - 9.4.11.2 Sleeveless dresses or shirts are permitted without a jacket only if the shoulder seam width is no less than two inches.
 - 9.4.11.3 Unacceptable attire includes: tank tops, spaghetti straps, t-shirts, tops with plunging necklines, cargo-style pants/capris, leggings, shorts, spandex or any other form fitting pants and any garments made of denim.
 - 9.4.11.4 Footwear should be appropriate for a business environment and should complement the clothing that is worn. Coordinating hosiery is optional. Dress boots, classic pumps (open or closed toe), loafers, sling back styles (open or closed toe), and sandals (with a defined dress heel) are all acceptable.

9.5 The Following Requirements are Specific to **MALE EMPLOYEES**:

- 9.5.1 Employees are permitted to have a fully grown-in beard unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth of an inch. A well-groomed beard has a defined check line and neckline, which is trimmed neatly. The neck must be shaven. Shaping to extreme styles is not permitted. A non-shaven, stubble beard is not acceptable. The beard must connect to an appropriately grown mustache.
- 9.5.2 Mustaches are permitted, but must be neatly trimmed, never appearing bushy or unkempt. Mustaches must extend to the corners of the mouth but shall not extend onto or over the upper lip nor beyond or below the corners of the mouth.
- 9.5.3 Goatees (or circle beards) are permitted unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth of an inch. A goatee should be fully grown-in under the bottom lip and symmetrical on both sides. Shaping to extreme styles is not permitted. If a goatee is grown, it must connect to an appropriately grown mustache.
- 9.5.4 Sideburns must be kept neatly trimmed and the bottom edge may not extend beyond the bottom of the earlobe.
- 9.5.5 Hair must be neatly cut and tapered on the back and sides, forming a smooth, symmetrical appearance so that it does not extend beyond or cover any part of the ears or shirt collar. The overall style must be neat, natural and balanced proportionally.
- 9.5.6 A shaved head is permitted, as well as a very short military-style cut.
- 9.5.7 Tucking hair behind the ears, pinning it under or tucking it under a hat to conceal an unacceptable hairstyle will not be permitted.
- 9.5.8 No more than one ring per hand may be worn. Necklaces and earring are unacceptable.

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- 9.5.9 Trousers shall extend to the bottom of the ankle.
- 9.5.10 Dress shoes or loaders shall be worn with coordinating socks. Sandals are not permitted.
- 9.5.11 Attire should be appropriate for a business environment:
- 9.5.11.1 Acceptable attire includes: suit, long or short-sleeved dress shirts or dress guayaberas/camp shirts (see attached), polo shirts and dress trousers. Cotton twill trousers are permitted only if they are neatly pressed.
- 9.5.11.2 Shirts must be tucked in, with the exception of camp style dress shirts and sweaters specifically tailored otherwise. Shirts must have a collar.
- 9.5.11.3 Sport coats, blazers and ties are optional.
- 9.5.11.4 Unacceptable attire includes: cargo-style pants, shorts, t-shirts, spandex, or any other form fitting pants and any garments made of denim.
- 9.6 **Appearance Requirements Discipline:** An employee whose attire is deemed inappropriate for their position will promptly be asked to comply with the District's requirements. An employee may be relieved of duty until in compliance with the supervisor's request. Failure to adhere to these standards will result in appropriate disciplinary action, not excluding separation of employment from the District. Ensuring consistent administration of the Appearance Requirements is the responsibility of management.
- 9.7 Individuals in select locations will be required to wear the proper safety attire and proper personal protective equipment ("PPE") that is clean and meets the all safety standards.

SECTION 10 – PARKING GARAGE OPERATIONS SCHEDULE

PARKING GARAGE OPERATIONS SCHEDULE												
Parking Garages		Orange			Lime			Grapefruit			Total Working Employees	Total Hours
Day of the Week	Shift Times* (EST)	Super-visor	Leads	GSPs	Same Sup.	Leads	GSPs	Same Sup.	Leads	GSPs		
Saturday	8:00am-4:45pm	1	1	5		1	5		1	2	16	128
	3:45pm-12:30am	1	1	6		1	6		1	2	18	144
Sunday	8:00am-4:45pm	1	1	5		1	5		1	2	16	128
	3:45pm-12:30am	1	1	5		1	5		1	2	16	128
Monday	8:00am-4:45pm	1	1	4		1	4		1	2	14	112
	3:45pm-12:30am	1	1	4		1	4		1	2	14	112
Tuesday	8:00am-4:45pm	1	1	4		1	4		1	2	14	112
	3:45pm-12:30am	1	1	4		1	4		1	2	14	112
Wednesday	8:00am-4:45pm	1	1	4		1	4		1	2	14	112
	3:45pm-12:30am	1	1	4		1	4		1	2	14	112
Thursday	8:00am-4:45pm	1	1	4		1	4		1	2	14	112
	3:45pm-12:30am	1	1	4		1	4		1	2	14	112
Friday	8:00am-4:45pm	1	1	4		1	4		1	2	14	112
	3:45pm-12:30am	1	1	6		1	6		1	2	18	144
TOTAL WEEKLY HOURS												1,680

*Shift times include un-paid breaks. Shifts are scheduled for eight (8) working hours.

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SECTION 11 – RATE SCHEDULE

Description	UOM	Qty	YEAR ONE (12/05/2023 - 09/30/2024)		YEAR TWO (10/01/2024 - 09/30/2025)		YEAR THREE (10/01/2025 - 09/30/2026)	
Orange Garage (A1)	Qty varies - Year 1		10 Months		12 Months		12 Months	
Total Hours Required in Parking Garage Operations Schedule	Month	12	\$73,343.24	\$733,432.40	\$74,764.13	\$897,169.56	\$76,250.50	\$915,006.00
Lime Garage (A2)	Qty varies - Year 1		10 Months		12 Months		12 Months	
Total Hours Required in Parking Garage Operations Schedule	Month	12	\$62,059.66	\$620,596.60	\$63,261.96	\$759,143.52	\$64,519.65	\$774,235.80
Grapefruit Garage (A3)	Qty varies - Year 1		10 Months		12 Months		12 Months	
Total Hours Required in Parking Garage Operations Schedule	Month	12	\$33,850.73	\$338,507.30	\$34,506.52	\$414,078.24	\$35,192.54	\$422,310.48
Extra Shift Pricing (Owner Requested As-Needed Services) <i>(Quantities Included are Estimates Only)</i>								
Extra Shift GSP (as-needed)	Hour	720	\$20.46	\$14,731.20	\$21.07	\$15,170.40	\$21.71	\$15,631.20
Extra Shift Lead (as-needed)	Hour	80	\$24.42	\$1,953.60	\$25.15	\$2,012.00	\$25.91	\$2,072.80
TOTALS			\$1,709,221.10		\$2,087,573.72		\$2,129,256.28	
NOT-TO-EXCEED TOTAL			\$5,926,051.10					

End of Exhibit A

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006440

Table of Contents:

- (i) Definitions
- I. General Safety Requirements, Contractor Parking and Access, Break Areas
- II. Construction Site Minimum Personal Protective Equipment (“PPE”) and Clothing Requirements
- III. Reserved
- IV. Asbestos/Cadmium or Lead/CFCs
- V. Confined Spaces
- VI. Hazardous and Chemical Waste Disposal
- VII. Electrical Safety Policy
- VIII. Lock out / Tag out
- IX. Fall Protection
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- XI. Ladders
- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved

(i) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property.

All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan (“PSSP”), a hazard analysis, pre-task

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planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Reedy Creek Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, “vaping”, and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (“AWPs”) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle (“PTV”) if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane.

Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner’s expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trash cans must be provided for the disposable cups and/or bottles.

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Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (“ACM”) and/or Presumed Asbestos-Containing Materials (“PACM”), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification

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pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

C. CHLOROFLUOROCARBONS (“CFCs”)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (“CFCs”) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor’s work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space (“PRCS”), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space (“PRCS”) entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor’s Project Specific Safety Plan (“PSSP”). In support of the Contractor’s preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner’s experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor’s personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner’s job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

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Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

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VII. ELECTRICAL SAFETY POLICY

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

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

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment ("PPE") and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6') of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing ("FRC").

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

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

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

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A **flash protection boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

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

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

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

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If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which

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results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a “STOP WORK” condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards (“SRLs”) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn’t feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer’s instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor’s qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System (“PFAS”), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25’).

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5’) or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6’) or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (“PFDs”) are not required.

X. AERIAL WORK PLATFORMS (“AWP”)

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner’s request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP’s that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as “out of service” the vehicle shall not to be operated until it has been repaired.

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The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer's capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

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Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

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If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services ("RCES") between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

Obtain a completed locate ticket through Sunshine State One Call of Florida ("SSOCOF") by calling 811.

Call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office.

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office.

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

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Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (“NCCCO”).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water’s edge, Ground Bearing Pressures (“GBP”) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006440

All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems.

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (“PPE”) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
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Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.
 Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.
- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B



HIRING/HR POLICIES

HUMAN RESOURCES

We believe in an on-going Human Resources process. The Training, Development, and Education model used by Lanier is a progressive model designed to help motivated individuals set a path for their growth and development. Employees are trained through combined efforts from the local level and national level.



- **Equal Opportunity Employer** –We are committed to providing equal employment opportunities for all individuals.
- **Background Checks** – We conduct background checks on all applicants prior to hire. Annual RMV checks will also be performed per the ITB.
- **Training** – Customized training programs will be conducted with all team members to ensure operational functionality and top-of-the-line customer service.
- **Employee Benefits** – Current benefits to qualified employees include Medical, Dental, Vision, Basic Life, Voluntary Life, Long and Short-Term Disability, 401-K, Paid Time Off, and Paid Holidays, and more!
- **Employee Relations** – Our programs and policies foster two-way communication with our employees and recognize those employees who do an outstanding job.

DIVERSITY, EQUITY, AND INCLUSION

We strive to be an inclusive community open to all individuals regardless of race, color, religion, gender, gender identity, origin, age, veteran status, disability, political affiliation, sexual orientation, or expression. We prioritize diversity, equity, and inclusion because – most importantly – it is the right thing to do.

We require all employees (full-time and part-time) to participate in annual training to address social behaviors. The curriculum explained the behaviors needed to build a workplace free of discrimination, harassment, and bullying. The course was divided into scheduled-friendly episodes that covered topics including sexual harassment, discrimination, bystander interventions, diversity, and inclusion. The webinar was interactive and required employees to answer questions. Employees had to score at least 80% to pass the class. Understanding the importance of diversity and inclusion, all staff will be required to take training annually.

Lanier Leadership has created a tool kit to assist management with rolling out a Diversity & Inclusiveness Program. The tool kit consists of 9 topics.

- | | |
|----------------------------------|---------------------------|
| • Build an inclusive team | • Veterans |
| • Respect individual differences | • Generational diversity |
| • Ethnic and racial diversity | • Communicate inclusively |
| • LGBTQ+ individuals | • Report discrimination |
| • Individuals with disabilities | |



Exhibit C
CONTRACTOR PROPOSAL
Contract No. C006440

We are proud of our affirmative action plan. We submit EEO forms annually to the federal government to show our diversity in the workplace.

HIRING & SCREENING

Our core values drive every aspect of our hiring, recruiting, and training. From their first interview, candidates will learn how these values are infused into our company culture and can strive to perform them each day on the job:



To seek out the highest quality candidates—those who embody our core values—we undertake a thorough hiring and recruitment process. Our Human Resources department, in coordination with local managers, demonstrates equality and thoughtfulness in the consideration of new talent for any position across the organization.

Recruiting the Best

Potential candidates can be sourced through internal and external channels, with current employees notified of new opportunities first.

1. **Existing staff** - Priority is given to existing staff within the organization, allowing opportunities for mobility and building long-term employee relationships.
2. **Job postings** - Positions are opened to the public and posted across popular job boards, social media, and marketplace sites (Facebook, Kijiji, Craigslist), online job search engines (Indeed, LinkedIn, ZipRecruiter, Snagajob), state employment agencies, community job fairs, and more.
3. **Third-party placement organizations** - Third-party recruiters utilize their skillset to seek out top candidates using a variety of outreach methods. Third-party recruiters are typically not necessary to fill hourly positions.



Hiring with Care

As an organization, we hired over 13,000 candidates all over the world in 2022. With this extensive hiring program, we have streamlined our hiring process to focus on the most important thing: top-quality candidates. We prioritize fairness, efficiency, and transparency in our hiring process, which takes the following form:

1. **Interview** - The Human Resources department, in coordination with local team members, conducts interviews with qualified applicants who have successfully advanced through preliminary screening stages in the Greenhouse platform. All interviewers have participated



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in effective interview training to increase the quality of interviews, improve hiring decisions, and ensure interviewers' questions are appropriate to the professional nature of the interview.

2. **Assessments** – If a successful interview is achieved, the candidate will be invited to undertake relevant assessments based on their position requirements (e.g., valet candidate may be asked to perform a driving assessment).
3. **Background Checks & References** – Human Resources will conduct background checks utilizing a third-party vendor in adherence with our background check policy. These checks can include employment verification, criminal background checks, motor vehicle reports for parking ambassadors, and credit checks for managers and bookkeepers.
4. **Job Offer** – Once approved by the designated manager, Human Resources will extend the job offer to the successful candidate. The offer is specific in terms of pay rate, starting date, and other expectations.
5. **Hiring Record** – Personnel records are accurately and confidentially maintained regarding job openings, candidates considered, individuals selected, and reasoning for non-selection. Applications, resumes, and assessment results are kept for one year.



EMPLOYEE TRAINING

The value you can expect from an employee depends on the quality of training and support they receive, right from the start. Strong foundational training not only defines the expectations for each role, but also provides the knowledge and tools employees need to meet those expectations.

That's why we take great care to provide a comprehensive training program, with the mandatory training catalogue encompassing a full range of customer service strategies, work safety procedures, and site-specific technical skills. Through Lanier University, our corporate learning platform, employees can actively take part in ongoing learning—long after their first day of orientation!

Onboarding for Success

All new hires take part in mandatory onboarding to set expectations early, build a welcoming environment, and provide clear lines of communication and support for new team members. Onboarding will include a location-specific blend of the following:

- **First Day Orientation** – New hires across all departments in locations learn about the company, make connections, and get excited about their new roles.
- **Lanier 101** – New hires gain access to Lanier University, an online corporate learning platform with a plethora of valuable courses. To start, employees are assigned the orientation Lanier 101 to learn about our history, values, and exciting plans for the future, as well as how to continue to return to the platform for ongoing learning.

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- **Onsite Orientation** – Our staff will receive site-specific training to orient themselves with the technical training, safety concerns, and other custom needs of their location.

At the end of the training session and with ongoing general training, our staff are fully equipped with the information and resources they need to successfully perform their duties – from opening to closing a shift.

Lanier University and Ongoing Education

We believe that ongoing education and regular refresher training is fundamental to employee growth and satisfaction, efficient functioning at all locations, and the safety of all visitors and staff. New training modules are issued and assigned to employees through the Lanier University online learning platform and often include knowledge assessments to mark not only course completion, but also course comprehension. Staff will receive a notification when a new module is assigned to them by their manager. Course progress can then be tracked by the employee's manager and our Human Resources Department to ensure proper completion of training and assessments.

Lanier University Dashboard

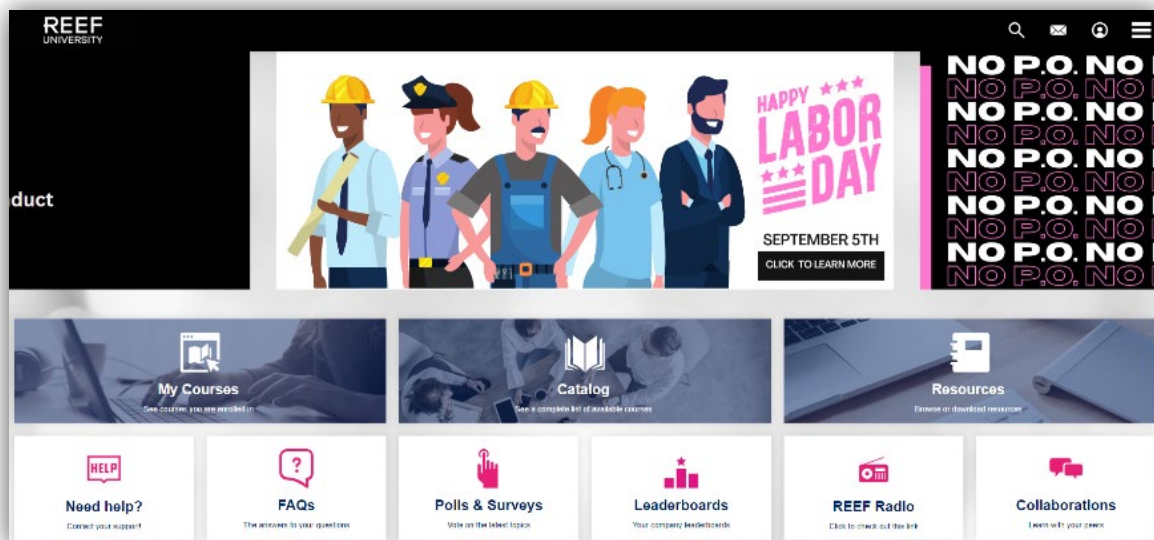


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My Courses

Employees can see their assigned and enrolled courses here, sorted by topic.

MY COURSES		
	Alphabetical	
Compliance		1
Departments	1 Subcategory(s)	1
Know REEF	1 Subcategory(s)	2
Leadership		1
New Hire Orientation Training		1
Parking		4

Catalog

Employees can see the full library of Lanier University courses and enroll in the courses of their choosing.

CATALOG		
	Newest	
Site Curious		12
Compliance		3
Departments		12
GO1 Content		16
HR		26
IT		99+
Kitchen Supervisor Certification		1
Kitchens		99+
Know REEF		26
Leadership		16
Line Cook New Hire Training Program		2
M/V/F/V/F Training Validation		1
New Hire Orientation Training		44

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Resources

Guides, checklists, and other important resources are available for the employee's quick reference.

Resource Name	
 Cant Log In	Open
 Driver Qualification File Packet	Open
 Getting Started with REEF University	Open
 Highfield Course Booking Process V1.1	Open
 NDA Intake Training - CMS	Open

Employees will build on their Lanier University training with onsite, location-specific training and consistent coaching, all in a team-based environment that encourages continuous learning and high-quality work.

APPEARANCE & GROOMING STANDARDS

UNIFORMS

We understand that appearance is an important part of the impression our customers have of us and our clients. Therefore, our uniform program and grooming guidelines for our employees help present a neat, clean, and professional image. No employee will begin their shift without being in a proper uniform.

Our standard uniform consists of a clean polo shirt with company logo, black/khaki shorts or pants, black shoes, and a name badge. Uniforms can also be customized for each location.

GENERAL APPEARANCE & GROOMING STANDARDS

- Wear ID badge on the outermost part of your uniform.
- Sleeves may not be rolled up and only top button of shirt may be left unbuttoned.
- Only approved jackets may be worn.
- Pants must fit appropriately.
- Black shoes and black socks are required.
- Only approved hats may be worn, with the bill facing forward.

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EMPLOYEE RETENTION AND PERFORMANCE MANAGEMENT

Optimal performance and low staff turnover can be achieved by cultivating a supportive and recognition-rich work environment. We manage employee performance and encourage employee retention through the following initiatives:

1. **Coaching and Support** – We provide personalized, ongoing coaching and feedback to all employees. We believe recognizing and acknowledging good performance, encouraging employees to take on new challenges, and giving feedback on their strengths, and developmental needs regularly will improve job performance and job satisfaction while fostering personal and professional growth and adopting skills that benefit the employee, customer, and organization.
2. **Opportunities for Growth and Advancement** – Employees are encouraged and supported to seek growth and advancement opportunities within the company. We believe all employees should have the space and ability to share their voices, learn new things, and gain leadership experience to achieve career fulfillment, enjoyment, and advancement.
3. **Employee Recognition** – The Coral Awards – To enhance employee satisfaction and reward individuals who embody our core values, we distribute the Coral Awards to top performers in all aspects of Lanier. Anyone can nominate a colleague to receive a Coral Award for a job well done, and recipients are recognized company-wide in the category of the core value they best represent.



CUSTOMER SERVICE

SERVICE APPROACH

The operation of any parking facility is only as good as the people and systems in place to provide that service. Lanier has developed technology, systems, and training programs to complement the service provided to our clients and their patrons.

We will ensure that the staff assigned to your property are pleasant, polite, and courteous. All Lanier personnel will:

- Have a neat, clean, professional look, and wear the appropriate uniform.
- Maintain a clean and welcoming entrance to the parking areas.
- Remain in direct contact with the security team at the facility, reporting suspicious behavior, unsafe conditions, and any need for immediate medical assistance on-site.

With well-trained staff, clean facilities, convenient methods of payment, and regular customer appreciation promotions, Lanier will provide exceptional customer service to your customers.

Our goal is to surpass the standards of even the toughest critic. To that end, we are constantly evaluating the services we provide and always looking for new ways to impress our customers.

MEASURING SUCCESS

Effective quality control is a crucial component of any successful parking program. Beyond our revenue and loss prevention audits, we use several tools and methods to assure high-quality service and presentation standards at all locations under our management.

Location Assessment

All Lanier Parking locations are included in our Location Assessment Program, which measures the total operation of a facility against established policy and quality of work completed. The assessment consists of over 200 questions in categories such as aesthetics and facility appearance, cleanliness, revenue security, and equipment standards.

The results of the assessment/audit reports are sent to the assigned operations manager who then follows up with the individual site manager as well as the client, based on results and as required. Feedback from these reports helps us to enhance our overall service as well as immediately address any areas of concern.

Mystery Shops

Our Mystery Shopper/Parker Program supports the continual provision of high-quality customer service at all our operations and facilities. Unbeknownst to onsite staff, the Mystery Shopper will act as a typical parking patron and rate all aspects of the facilities and frontline customer service received.



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The program ensures that the parking experience at your facility is up to the service standards of both the Client and Lanier Parking. The results of Mystery Shops are used to inform location improvements and training requirements for our onsite staff.

Customer & Client Feedback Surveys

We prioritize open dialogue and regular feedback to ensure positive customer experiences and consistent client satisfaction. Surveys are routinely distributed to solicit feedback on the facility and the level of services. In addition to periodically surveying tenants/visitors of the facilities, we also distribute surveys to every client on an annual basis. The results of these surveys are analyzed by Lanier's operations team and shared with property management to identify areas for improvement across every pillar of the parking operations.

Customer Response Program

To provide the highest level of customer service, all customer inquiries receive a professional response within 48 hours of receipt. Viewed as an opportunity to learn and improve, the Operations Manager reviews the inquiry and speaks with appropriate staff members to correct or resolve the situation. Customers receive a written response to their inquiry, and a copy of the response is also sent to property management. Positive inquiries or reports result in favorable reviews and recognition for the employees. A monthly report of inquiries is prepared and distributed to property management and Lanier's management team.



We are committed to ensuring that every customer has a pleasant experience in the parking facility. Part of our customer service training plan includes guidelines on how to manage service recovery when confronted with an unsatisfied customer or conflict in the field. Our training regimen also includes an online course entitled "Customer Service & Dealing with Conflict," which is mandatory for all personnel and is taken at least twice a year.

Emergency Communication

Managers are on call 24/7 to respond whenever issues arise. Additionally, during non-business hours, immediate communication can be directed to our remote monitoring call center (open 24 hours per day, 7 days per week).

Training and Development

We value training and development for all Lanier Parking staff to ensure continual personal growth, up-to-date procedural knowledge, and optimal efficiency across all our locations. We have extensive training and coaching programs designed to enhance the performance, development, and effectiveness of our employees. Regular training and refresher courses are assigned through Lanier University and tracked by the employee's manager and our Human Resources department. These courses are supplemented by on-the-job coaching and direct feedback between employees and their onsite managers.



Exhibit C
CONTRACTOR PROPOSAL
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Management Reports

We strive to provide every angle and perspective in our reports that best allows you to steer your parking program. The graphic intense reports contain all the necessary information that illustrates the program's historical performance while providing a practical expectation for the coming year. Our management reports outline challenges and solutions that allow us to refine the parking operations and ensure continued success. Additionally, the reports provide a tangible reference tool to help gauge performance.



September 5, 2023

Central Florida Tourism Oversight District ("District")
Attn: Marsha Malecki, Procurement Manager
1900 Hotel Plaza Blvd.
Lake Buena Vista, FL 32830

RE: Invitation for Bid COO6440| A1, A2, A3 PARKING GARAGE OPERATIONS SERVICES

Dear Ms. Malecki,

Thank you for giving us the opportunity to provide you with a best and final offer for A1, A2, A3 Parking Garage Operations Services. We believe the timing is now right for Lanier Parking to become a contributing teammate to the District. We are ready, eager to serve, and at your service!

As you may be aware, Lanier Parking and our sister brands are one of the largest parking operators in North America. We provide à la carte and turnkey pay parking management solutions to clients at approximately 5,000 locations in 200 North American cities across the United States and Canada.

We have been providing supplemental staffing support to locations in the Orlando area since 2016.

With the parking team often responsible for forming attendees' first impression of the District, our management philosophy will always be to implement a customer-centric approach to create a best-in-class, parking experience. We understand the unique needs of event parking facilities and will apply our sound technical knowledge; innovative, leading-edge solutions; and exceptional customer care standards to the District parking program.

As the District's parking provider, we will be able to offer the following competitive advantages:

- **A Tested Model for Success** – Our 20+ years of sports and entertainment parking experience has given us the unparalleled operational knowledge to successfully implement the ideal parking program at the District
 - With extensive event venue traffic management experience here in the United States, we are well-equipped to ensure traffic flows efficiently at the parking facilities no matter how many vehicles are on the move. Our experience at Levi's Stadium, Avaya Stadium, and managing parking for the Atlanta Aquarium (Georgia), and Orange County Convention Center (Florida), has provided us with key learning that we can apply to the District's operation.
 - We provide accurate staffing; five-star service; quick decision-making; accountability; strong communication with the District's operations team, fire, security, and other stakeholders; and efficient technical implementation and setup to ensure a successful parking experience that meets the guests and the District's expectations every time.
- **Highly Trained Workforce** – With us as your parking operator we have extensive event-specific knowledge, providing consistency in guest service delivery to all attendees no matter the opponent. Our event parking specialists undergo training that focuses on treating each



customer with respect and dignity. Our training program provides staff with the skills necessary to handle any situation with professionalism for ultimate guest satisfaction.

- **Team Player** – We work hard to develop strong partnerships with our clients and will put the District's needs and wishes front and center. We approach each parking operation with an ownership mentality that encourages our on-site staff to take pride in the parking facilities and the work that they do, which naturally cultivates a collaborative environment and streamlines operations.
- **Quality of Life** – To ensure we can obtain the best staff to provide first-class customer service, we pay above minimum wage. Paying above the minimum wage allows us to select staff who are dedicated to providing first-class customer service.

Thank you again for allowing us the opportunity to submit a proposal for your review. We look forward to the chance to "Set the Bar High" and put our company's experience and operations expertise toward enhancing the quality of the parking experience for the District's A1, A2, and A3 parking garages and its participants. We trust that our proposal demonstrates our enthusiasm and why we should be the District's partner for the parking program.

Should you have any questions regarding our proposal or if you would like to meet with our team, please feel free to contact us at any time.

Sincerely,

Laura Lierz, CAPP
Vice President – Municipal Services,

PRIMARY CONTACT/AUTHORIZED NEGOTIATOR

Laura Lierz, CAPP, Vice President – Municipal Services
E: llierz@govtparking.com | T: 303-725-7043

AUTHORIZED TO SIGN CONTRACTS

Corey Medgyesi, Chief Commercial Officer
E: corey.medgyesi@reefparking.com

ADDITIONAL SUPPORT TEAM CONTACTS

Gil Barbosa, Territory Manager
E: gil.barbosa@reefparking.com | T: 321-246-1459

Reginald Smothers, Operations Manager
E: reginald.smothers@reefparking.com | T: 407-212-8294

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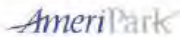
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COMPANY INFORMATION

BACKGROUND/HISTORY

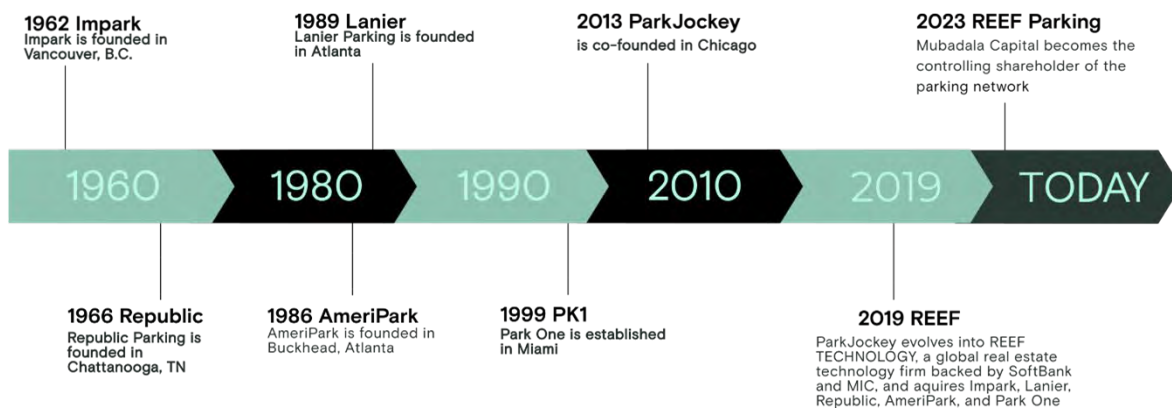
Lanier was founded in 1989 with a single lot in downtown Atlanta. Over the years, we added more services in parking, transportation management, and beyond, including commercial properties, special events management, municipalities, shuttles, valet, mixed-use, and healthcare facilities.

In 2019, industry-leading parking brands (Lanier Parking, Impark, Republic Parking, Park One, AmeriPark, Citizens Parking and ParkJockey) were acquired by Miami-based REEF Technology, a global real estate technology company backed by SoftBank Group and Mubadala Capital. The revolutionary deal was the first of its kind and consequently has given rise to North America's largest and most innovative parking business – REEF.



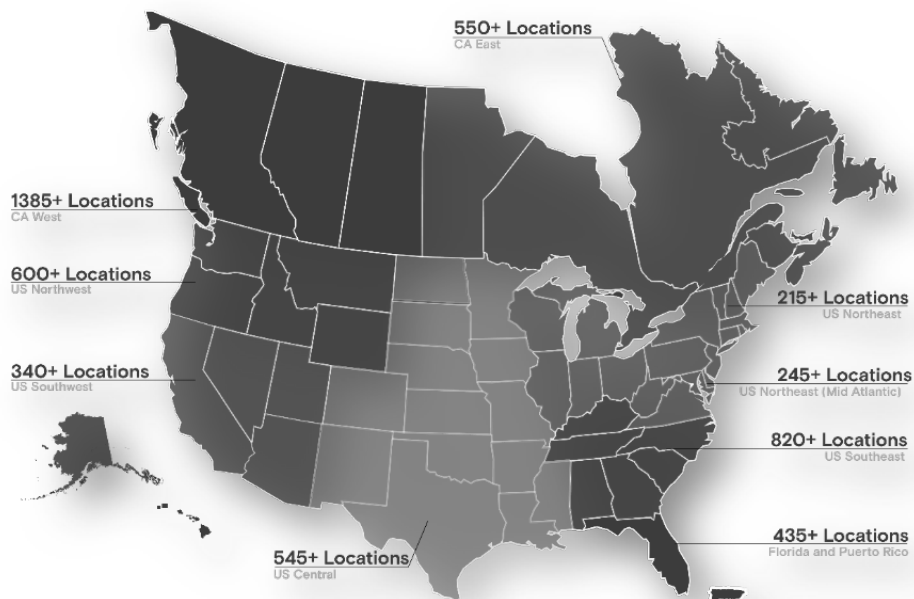
Earlier this year, Mubadala Capital became the controlling shareholder of the parking network, bringing a renewed focus on delivering best-in-class, client-centric solutions. Mubadala Capital is a wholly owned asset management subsidiary of Mubadala Investment Company, the \$260 billion sovereign wealth fund of the Government of Abu Dhabi.

COMPANY TIMELINE



MARKET PRESENCE

Lanier and our sister brands are unrivaled in terms of size, experience, and resources. Our parking network employs over 10,000 staff and processes gross receipts in excess of \$2.5 billion each year. Currently located in 500 North American cities, we proudly operate more than 4,500 parking facilities with 1.5 million parking spaces and serve approximately 625,000 monthly parker contracts. Already, we are redefining the possibilities of parking and maintaining a firm commitment to leading and evolving the industry.



WE DRIVE VALUE



USABILITY

Improve the guest experience across all touchpoints with user-friendly solutions that prioritize ease and convenience.

TRANSPARENCY

Use powerful, real-time data and reports to make smart business decisions and reach your strategic objectives.

ADAPTABILITY

Diversify and grow your net operating income with new revenue opportunities available only through REEF Parking.

PROFITABILITY

Reap the rewards of a connected and diversified asset that drives value.

HIRING/HR POLICIES

HUMAN RESOURCES

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Lanier Leadership has created a tool kit to assist management with rolling out a Diversity & Inclusiveness Program. The tool kit consists of 9 topics.

- Build an inclusive team
- Respect individual differences
- Ethnic and racial diversity
- LGBTQ+ individuals
- Individuals with disabilities
- Veterans
- Generational diversity
- Communicate inclusively
- Report discrimination

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Recruiting the Best

Potential candidates can be sourced through internal and external channels, with current employees notified of new opportunities first.

1. **Existing staff** - Priority is given to existing staff within the organization, allowing opportunities for mobility and building long-term employee relationships.
2. **Job postings** - Positions are opened to the public and posted across popular job boards, social media, and marketplace sites (Facebook, Kijiji, Craigslist), online job search engines (Indeed, LinkedIn, ZipRecruiter, Snagajob), state employment agencies, community job fairs, and more.
3. **Third-party placement organizations** - Third-party recruiters utilize their skillset to seek out top candidates using a variety of outreach methods. Third-party recruiters are typically not necessary to fill hourly positions.



Hiring with Care

As an organization, we hired over 13,000 candidates all over the world in 2022. With this extensive hiring program, we have streamlined our hiring process to focus on the most important thing: top-quality candidates. We prioritize fairness, efficiency, and transparency in our hiring process, which takes the following form:

1. **Interview** - The Human Resources department, in coordination with local team members, conducts interviews with qualified applicants who have successfully advanced through preliminary screening stages in the Greenhouse platform. All interviewers have participated

in effective interview training to increase the quality of interviews, improve hiring decisions, and ensure interviewers' questions are appropriate to the professional nature of the interview.

2. **Assessments** – If a successful interview is achieved, the candidate will be invited to undertake relevant assessments based on their position requirements (e.g., valet candidate may be asked to perform a driving assessment).
3. **Background Checks & References** – Human Resources will conduct background checks utilizing a third-party vendor in adherence with our background check policy. These checks can include employment verification, criminal background checks, motor vehicle reports for parking ambassadors, and credit checks for managers and bookkeepers.
4. **Job Offer** – Once approved by the designated manager, Human Resources will extend the job offer to the successful candidate. The offer is specific in terms of pay rate, starting date, and other expectations.
5. **Hiring Record** – Personnel records are accurately and confidentially maintained regarding job openings, candidates considered, individuals selected, and reasoning for non-selection. Applications, resumes, and assessment results are kept for one year.



EMPLOYEE TRAINING

The value you can expect from an employee depends on the quality of training and support they receive, right from the start. Strong foundational training not only defines the expectations for each role, but also provides the knowledge and tools employees need to meet those expectations.

That's why we take great care to provide a comprehensive training program, with the mandatory training catalogue encompassing a full range of customer service strategies, work safety procedures, and site-specific technical skills. Through Lanier University, our corporate learning platform, employees can actively take part in ongoing learning—long after their first day of orientation!

Onboarding for Success

All new hires take part in mandatory onboarding to set expectations early, build a welcoming environment, and provide clear lines of communication and support for new team members. Onboarding will include a location-specific blend of the following:

- **First Day Orientation** – New hires across all departments in locations learn about the company, make connections, and get excited about their new roles.
- **Lanier 101** – New hires gain access to Lanier University, an online corporate learning platform with a plethora of valuable courses. To start, employees are assigned the orientation Lanier 101 to learn about our history, values, and exciting plans for the future, as well as how to continue to return to the platform for ongoing learning.

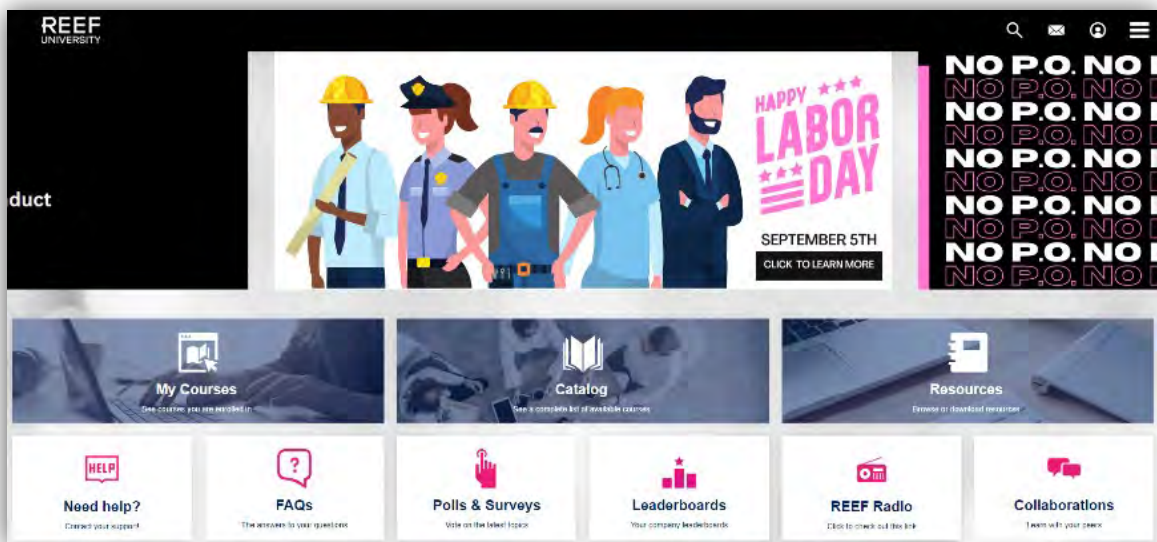
- **Onsite Orientation** – Our staff will receive site-specific training to orient themselves with the technical training, safety concerns, and other custom needs of their location.

At the end of the training session and with ongoing general training, our staff are fully equipped with the information and resources they need to successfully perform their duties – from opening to closing a shift.

Lanier University and Ongoing Education


We believe that ongoing education and regular refresher training is fundamental to employee growth and satisfaction, efficient functioning at all locations, and the safety of all visitors and staff. New training modules are issued and assigned to employees through the Lanier University online learning platform and often include knowledge assessments to mark not only course completion, but also course comprehension. Staff will receive a notification when a new module is assigned to them by their manager. Course progress can then be tracked by the employee's manager and our Human Resources Department to ensure proper completion of training and assessments.

Lanier University Dashboard



My Courses

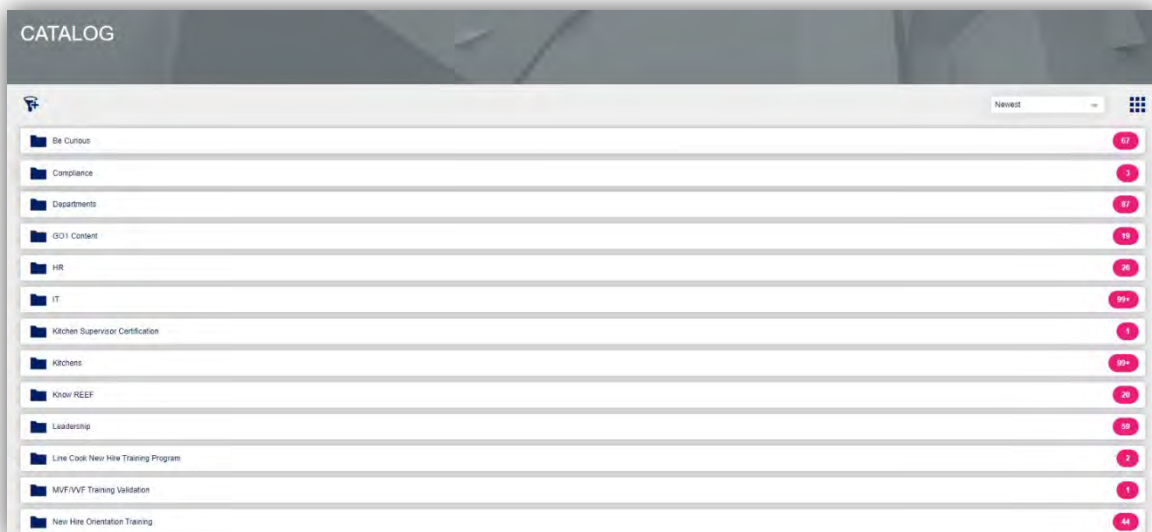
Employees can see their assigned and enrolled courses here, sorted by topic.



MY COURSES		
	Alphabetical	
Compliance		1
Departments	1 Subcategory(s)	1
Know REEF	1 Subcategory(s)	2
Leadership		1
New Hire Orientation Training		1
Parking		4

Catalog

Employees can see the full library of Lanier University courses and enroll in the courses of their choosing.



CATALOG		
	Newest	
Site Cleanup		12
Compliance		1
Departments		12
OOI Content		15
HR		26
IT		95+
Kitchen Supervisor Certification		1
Kitchens		95+
Know REEF		26
Leadership		39
Line Cook New Hire Training Program		2
M/V/V/VF Training Validation		1
New Hire Orientation Training		44

Resources

Guides, checklists, and other important resources are available for the employee's quick reference.

Resource Name	
 Cant Log In	Open
 Driver Qualification File Packet	Open
 Getting Started with REEF University	Open
 Highfield Course Booking Process V1.1	Open
 NDA Intake Training - CMS	Open

Employees will build on their Lanier University training with onsite, location-specific training and consistent coaching, all in a team-based environment that encourages continuous learning and high-quality work.

APPEARANCE & GROOMING STANDARDS

UNIFORMS

We understand that appearance is an important part of the impression our customers have of us and our clients. Therefore, our uniform program and grooming guidelines for our employees help present a neat, clean, and professional image. No employee will begin their shift without being in a proper uniform.

Our standard uniform consists of a clean polo shirt with company logo, black/khaki shorts or pants, black shoes, and a name badge. Uniforms can also be customized for each location.

GENERAL APPEARANCE & GROOMING STANDARDS

- Wear ID badge on the outermost part of your uniform.
- Sleeves may not be rolled up and only top button of shirt may be left unbuttoned.
- Only approved jackets may be worn.
- Pants must fit appropriately.
- Black shoes and black socks are required.
- Only approved hats may be worn, with the bill facing forward.

EMPLOYEE RETENTION AND PERFORMANCE MANAGEMENT

Optimal performance and low staff turnover can be achieved by cultivating a supportive and recognition-rich work environment. We manage employee performance and encourage employee retention through the following initiatives:

1. **Coaching and Support** – We provide personalized, ongoing coaching and feedback to all employees. We believe recognizing and acknowledging good performance, encouraging employees to take on new challenges, and giving feedback on their strengths, and developmental needs regularly will improve job performance and job satisfaction while fostering personal and professional growth and adopting skills that benefit the employee, customer, and organization.
2. **Opportunities for Growth and Advancement** – Employees are encouraged and supported to seek growth and advancement opportunities within the company. We believe all employees should have the space and ability to share their voices, learn new things, and gain leadership experience to achieve career fulfillment, enjoyment, and advancement.
3. **Employee Recognition** – The Coral Awards – To enhance employee satisfaction and reward individuals who embody our core values, we distribute the Coral Awards to top performers in all aspects of Lanier. Anyone can nominate a colleague to receive a Coral Award for a job well done, and recipients are recognized company-wide in the category of the core value they best represent.

CUSTOMER SERVICE

SERVICE APPROACH

The operation of any parking facility is only as good as the people and systems in place to provide that service. Lanier has developed technology, systems, and training programs to complement the service provided to our clients and their patrons.

We will ensure that the staff assigned to your property are pleasant, polite, and courteous. All Lanier personnel will:

- Have a neat, clean, professional look, and wear the appropriate uniform.
- Maintain a clean and welcoming entrance to the parking areas.
- Remain in direct contact with the security team at the facility, reporting suspicious behavior, unsafe conditions, and any need for immediate medical assistance on-site.

With well-trained staff, clean facilities, convenient methods of payment, and regular customer appreciation promotions, Lanier will provide exceptional customer service to your customers.

Our goal is to surpass the standards of even the toughest critic. To that end, we are constantly evaluating the services we provide and always looking for new ways to impress our customers.

MEASURING SUCCESS

Effective quality control is a crucial component of any successful parking program. Beyond our revenue and loss prevention audits, we use several tools and methods to assure high-quality service and presentation standards at all locations under our management.

Location Assessment

All Lanier Parking locations are included in our Location Assessment Program, which measures the total operation of a facility against established policy and quality of work completed. The assessment consists of over 200 questions in categories such as aesthetics and facility appearance, cleanliness, revenue security, and equipment standards.

The results of the assessment/audit reports are sent to the assigned operations manager who then follows up with the individual site manager as well as the client, based on results and as required. Feedback from these reports helps us to enhance our overall service as well as immediately address any areas of concern.

Mystery Shops

Our Mystery Shopper/Parker Program supports the continual provision of high-quality customer service at all our operations and facilities. Unbeknownst to onsite staff, the Mystery Shopper will act as a typical parking patron and rate all aspects of the facilities and frontline customer service received.



The program ensures that the parking experience at your facility is up to the service standards of both the Client and Lanier Parking. The results of Mystery Shops are used to inform location improvements and training requirements for our onsite staff.

Customer & Client Feedback Surveys

We prioritize open dialogue and regular feedback to ensure positive customer experiences and consistent client satisfaction. Surveys are routinely distributed to solicit feedback on the facility and the level of services. In addition to periodically surveying tenants/visitors of the facilities, we also distribute surveys to every client on an annual basis. The results of these surveys are analyzed by Lanier's operations team and shared with property management to identify areas for improvement across every pillar of the parking operations.

Customer Response Program

To provide the highest level of customer service, all customer inquiries receive a professional response within 48 hours of receipt. Viewed as an opportunity to learn and improve, the Operations Manager reviews the inquiry and speaks with appropriate staff members to correct or resolve the situation. Customers receive a written response to their inquiry, and a copy of the response is also sent to property management. Positive inquiries or reports result in favorable reviews and recognition for the employees. A monthly report of inquiries is prepared and distributed to property management and Lanier's management team.



We are committed to ensuring that every customer has a pleasant experience in the parking facility. Part of our customer service training plan includes guidelines on how to manage service recovery when confronted with an unsatisfied customer or conflict in the field. Our training regimen also includes an online course entitled "Customer Service & Dealing with Conflict," which is mandatory for all personnel and is taken at least twice a year.

Emergency Communication

Managers are on call 24/7 to respond whenever issues arise. Additionally, during non-business hours, immediate communication can be directed to our remote monitoring call center (open 24 hours per day, 7 days per week).

Training and Development

We value training and development for all Lanier Parking staff to ensure continual personal growth, up-to-date procedural knowledge, and optimal efficiency across all our locations. We have extensive training and coaching programs designed to enhance the performance, development, and effectiveness of our employees. Regular training and refresher courses are assigned through Lanier University and tracked by the employee's manager and our Human Resources department. These courses are supplemented by on-the-job coaching and direct feedback between employees and their onsite managers.



Management Reports

We strive to provide every angle and perspective in our reports that best allows you to steer your parking program. The graphic intense reports contain all the necessary information that illustrates the program's historical performance while providing a practical expectation for the coming year. Our management reports outline challenges and solutions that allow us to refine the parking operations and ensure continued success. Additionally, the reports provide a tangible reference tool to help gauge performance.



EXHIBIT B - Bid Submittal Affidavit

Title: A1, A2, A3 Parking Garage Operations Services
Bid #: C006440
Contact: Central Florida Tourism Oversight District
Marsha Malecki, Procurement Manager
mmalecki@rcid.org
(407) 494-8162

SECTION 1. BASE BID

Company Name: Lanier Parking Meter Services, LLC

We have examined all the bidding documents and the site of the Work, and submit the following bid proposal in which we affirm the following statements:

- A) We will hold our Bid open and valid for ninety (90) days from the date of bid opening per Section 7 of the Invitation to Bid;
- B) We will enter into a Services Agreement on the form provided by the Owner if awarded the contract based on our Bid;
- E) We will perform and complete all Work for the Lump Sum Fixed Price of:

(Bid in words)

Total for Entire Contract Term

six million two hundred sixty four thousand five hundred and fifty eight DOLLARS

(\$ 6,264,558) which covers the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials, and all taxes).



ITB # C006412

SECTION 2. BID DOCUMENTS and ADDENDUM ACKNOWLEDGEMENT

Our company acknowledges receipt of the Invitation to Bid, and all other bidding documents for the Project including the following Addendums:

Addendum No. 1, dated August 23, 2023.
 Addendum No. 2, dated August 25, 2023.
 Addendum No. , dated .
 Addendum No. , dated .
 Addendum No. , dated .

SECTION 3. BIDDER CHECKLIST

- ☒ Bidder acknowledges receipt of all Addenda.
- ☒ Bidder has submitted this complete and signed Bid Affidavit.
- ☒ Bidder has submitted the Client Reference List
- ☒ Bidder has submitted the Bid Pricing Form

SECTION 4. BID AFFIDAVIT; NON-COLLUSION

I, Corey Medgyesi, as a duly authorized employee of the Company, affirm I have executed this Bid with full authority to do so and that the Company has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with above named project with any other Bidder, and;

that all statements contained in our bid and in this affidavit are true and correct, and made with full knowledge that Central Florida Tourism Oversight District relies upon the truth of the statements contained in said Bid, and in the statements contained in this affidavit in awarding a contract for this project.

Affirmed this 4th September 2023
 day of , .

LEGAL COMPANY NAME:

Lanier Parking Meter Services, LLC

By: DocuSigned by:
Corey Medgyesi
1D8150DC49E4434

(Signature)

Printed Name: Corey Medgyesi

Title: Authorized Signatory

Telephone: 604.868.6407

E-Mail: corey.medgyesi@reefparking.com

Home Office Address: 233 Peachtree St NE Harris Tower #2600, Atlanta, GA 30303

EXHIBIT D – Client Reference List

ITB No.: C006440

Project: A1, A2, A3 Parking Garage Operations Services

CLIENT REFERENCE LIST

Please use this form to provide at least two (2) client references for similar services performed.

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
DETAILED DESCRIPTION OF SERVICES PERFORMED			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
DETAILED DESCRIPTION OF SERVICES PERFORMED			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
DETAILED DESCRIPTION OF SERVICES PERFORMED			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
DETAILED DESCRIPTION OF SERVICES PERFORMED			

From: [Laura Lierz](#)
To: [Kimball, Tiffany](#); [Malecki, Marsha](#)
Cc: [Gil Barbosa](#); [Reginald Smothers](#); [Osinski, Andrea](#); [Parente, Richard](#); [Satterwhite, Kerry](#); [Mendygral, Steve](#)
Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.
Date: Friday, September 29, 2023 2:10:01 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Caution: This email originated from outside of the District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Tiffany –

Thank you for the reply.

Our HR staff is fully committed and ready to perform level II background checks. You have our full commitment. Orange County Convention Center and West Palm Beach, FL are two recent municipal clients and they did not require level II background checks. Again, our HR team confirmed we are able to perform level II background checks.

Would you be able share the current wages being paid for ambassador, team lead and supervisor? In anticipation of the award, we have been working on our own internal administrative tasks to ensure we are ready to go at the execution of the contract. We realize there is a very short window from the contract being executed to when we are expected to take over.

Thank you -

Laura Lierz, CAPP

Vice President Municipal & Educational Services

T +1 303.725.7043

llierz@govtparking.com

From: Kimball, Tiffany <tkimball@rcid.org>

Sent: Friday, September 29, 2023 9:06 AM

To: Laura Lierz <llierz@govtparking.com>; Malecki, Marsha <mmalecki@rcid.org>

Cc: Gil Barbosa <gil.barbosa@reefparking.com>; Reginald Smothers <reginald.smothers@reefparking.com>; Osinski, Andrea <aosinski@rcid.org>; Parente, Richard <rparente@rcid.org>; Satterwhite, Kerry <ksatterwhite@rcid.org>; Mendygral, Steve <smendygral@rcid.org>

Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

Thank you, Laura.

Level II is critical because it prints the workers, and provides access to the FBI database matching only through that method. I have worked for multiple governmental agencies that require Level II for any public-facing contract staff, so it's not unusual.

We will need to see the FDLE report results for every worker assigned to our account before they start. Hopefully you can hire all our existing staff as they know how to run the garage exactly the way we want it managed. You might need to bump the salary slightly to get them.



Tiffany Kimball

Contracting Officer

Central Florida Tourism Oversight District

Mobile Office (321) 347-2168

www.rcid.org

From: Laura Lierz <llierz@govtparking.com>

Sent: Friday, September 29, 2023 10:46 AM

To: Kimball, Tiffany <tkimball@rcid.org>; Malecki, Marsha <mmalecki@rcid.org>

Cc: Gil Barbosa <gil.barbosa@reefparking.com>; Reginald Smothers <reginald.smothers@reefparking.com>; Osinski, Andrea <aosinski@rcid.org>; Parente, Richard <rparente@rcid.org>; Satterwhite, Kerry <ksatterwhite@rcid.org>; Mendygral, Steve <smendygral@rcid.org>; Laura Lierz <llierz@govtparking.com>

Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

Caution: This email originated from outside of the District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Tiffany –

We appreciate your patience while I reached out to our HR team for clarification how we perform background checks.

Background Checks

As mentioned in our proposal we do have municipal contracts in the State of Florida. Our municipal clients do not require us to perform Level II background checks. Our HR team is familiar with Level II background checks. We are fully committed to performing Level II background checks as outlined in the RFP. We will also perform annual driver's license and sexual offender checks.

Here is what we perform today for background checks in the State of Florida unless requested differently from the client.

Lanier - Basic / Core Package - Option 1

- SSN Trace
- Widescreen Plus National Criminal Search (g)
- National Sex Offender Search

Lanier - Basic / Core Package

- SSN Trace
- Widescreen Plus National Criminal Search (g)
- National Sex Offender Search
- Criminal Felony & Misdemeanor - 7 years (a) - Unlimited # of counties as revealed by SSN Trace

Lanier Package

- MVR Standard - state record - status and entire driving history.

Hourly Wage

As we stated in our response, our preference is to hire existing staff. The current wage rates were not shared in the ITB process. We currently provide staffing for the Orange County Convention Center and other venues in the Orlando area. Our proposed wages are based on what we are paying staff today in the Orlando area. We are open to discussing wages with the District.

- Supervisor - \$22/hour
- Team Lead - \$18.50/hour
- Ambassadors - \$15.50/hour

Thank you! Have a wonderful day.

Laura Lierz, CAPP

Vice President Municipal & Educational Services

T +1 303.725.7043

llierz@govtparking.com

From: Kimball, Tiffany <tkimball@rcid.org>

Sent: Friday, September 29, 2023 8:17 AM

To: Laura Lierz <llierz@govtparking.com>; Malecki, Marsha <mmalecki@rcid.org>

Cc: Gil Barbosa <gil.barbosa@reefparking.com>; Reginald Smothers <reginald.smothers@reefparking.com>; Osinski, Andrea <aosinski@rcid.org>; Parente, Richard <rparente@rcid.org>; Satterwhite, Kerry <ksatterwhite@rcid.org>; Mendygral, Steve <smendygral@rcid.org>

Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

Dear Laura,

Please ensure we have this information back by COB today so we can finalize our analysis of the bids.



Tiffany Kimball

Contracting Officer

Central Florida Tourism Oversight District

Mobile Office (321) 347-2168

www.rcid.org

From: Kimball, Tiffany

Sent: Wednesday, September 27, 2023 11:06 AM

To: Laura Lierz <llierz@govtparking.com>; Malecki, Marsha <mmalecki@rcid.org>

Cc: Gil Barbosa <gil.barbosa@reefparking.com>; Reginald Smothers <reginald.smothers@reefparking.com>; Osinski, Andrea <aosinski@rcid.org>; Parente, Richard <rparente@rcid.org>; Satterwhite, Kerry <ksatterwhite@rcid.org>; Mendygral, Steve <smendygral@rcid.org>

Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

One question we have concerning your proposal: On page 6 of your proposal, you state "We conduct background checks on all applicants prior to hire. Annual RMV checks will also be performed."

Please detail out what your background check entails. Please be specific.

Additionally, it was conveyed during the pre-bid meeting our expectation of existing parking staff being offered positions. What hourly rate typically do you pay for these positions?



Tiffany Kimball

Contracting Officer

Central Florida Tourism Oversight District

Mobile Office (321) 347-2168

www.rcid.org

From: Laura Lierz <llierz@govtparking.com>

Sent: Wednesday, September 27, 2023 10:41 AM

To: Kimball, Tiffany <tkimball@rcid.org>; Malecki, Marsha <mmalecki@rcid.org>

Cc: Gil Barbosa <gil.barbosa@reefparking.com>; Reginald Smothers <reginald.smothers@reefparking.com>; Osinski, Andrea <aosinski@rcid.org>; Parente, Richard <rparente@rcid.org>

Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

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Good Morning,

We very much appreciate the update. We will stop worrying

Thank you again for your assistance with our request. Have a fabulous day.

Laura Lierz, CAPP

Vice President Municipal & Educational Services
T +1 303.725.7043
llierz@govtparking.com

From: Kimball, Tiffany <tkimball@rcid.org>
Sent: Wednesday, September 27, 2023 8:16 AM
To: Laura Lierz <llierz@govtparking.com>; Malecki, Marsha <mmalecki@rcid.org>
Cc: Gil Barbosa <gil.barbosa@reefparking.com>; Reginald Smothers <reginald.smothers@reefparking.com>; Osinski, Andrea <aosinski@rcid.org>; Parente, Richard <rparente@rcid.org>
Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

Good morning. The District has not posted an Intent to Award at this time. We are still evaluating the bids for sufficiency, price reasonableness and references.

Because this bid is required to go to the Board for approval, we are going to miss the November 1st start date because of the need to coordinate the new service on-boarding. We hope to post this award late this week however. If we have any additional questions concerning your submission, we will reach out to you.



Tiffany Kimball
Contracting Officer
Central Florida Tourism Oversight District
Mobile Office (321) 347-2168
www.rcid.org

From: Laura Lierz <llierz@govtparking.com>
Sent: Wednesday, September 27, 2023 9:37 AM
To: Malecki, Marsha <mmalecki@rcid.org>; Kimball, Tiffany <tkimball@rcid.org>
Cc: Laura Lierz <llierz@govtparking.com>; Gil Barbosa <gil.barbosa@reefparking.com>; Reginald Smothers <reginald.smothers@reefparking.com>
Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

Caution: This email originated from outside of the District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Ms. Kimball,

My name is Laura Lierz and I am with Lanier Parking. Lanier has been awarded contract C006440 A1, A2, A3 Parking Garage Operations Services. I believe Marsha may be out of the office. She mentioned contacting you with any questions.

I believe the expectation is to start providing services on November 1, 2023. We have not received the contract for execution. We would like as much time as possible to obtain staffing and the golf carts.

Would you be able to provide an update on the contract status?

Thank you in advance for your time and assistance with our email request. Have a fabulous day.

Laura Lierz, CAPP

Vice President Municipal & Educational Services

T +1 303.725.7043

llierz@govtparking.com

From: Laura Lierz

Sent: Tuesday, September 26, 2023 8:46 AM

To: Malecki, Marsha <mmalecki@rcid.org>

Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

Importance: High

Good Morning Marsha –

Just wanted to follow up on my earlier email about the contract. We are unable to start procuring resources until we have an executed contract.

Thank you -

Laura Lierz, CAPP

Vice President Municipal & Educational Services

T +1 303.725.7043

llierz@govtparking.com

From: Laura Lierz

Sent: Thursday, September 21, 2023 1:38 PM

To: 'Malecki, Marsha' <mmalecki@rcid.org>

Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

Hello Marsha –

Just wanted to see if you were back in the office. Would you be able to look at my email below?

Thank you -

Laura Lierz, CAPP

Vice President Municipal & Educational Services

T +1 303.725.7043

llierz@govtparking.com

From: Laura Lierz

Sent: Monday, September 18, 2023 7:43 AM

To: 'Malecki, Marsha' <mmalecki@rcid.org>

Cc: Laura Lierz <llierz@govtparking.com>

Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

Good Morning Marsha –

I hope you had a great weekend.

I just wanted to touch base on the status of the contract. Before you know it, November 1st will be just around the corner

During the pre-proposal meeting, CFTOD mentioned they would like the awarded vendor to retain existing staff. Do you have an idea on the number of staff that CFTOD would like to retain and the current positions? Would you also be able to share the current vendor and have contact information? We would like to reach out the vendor to start discussions.

Thank you in advance for your time and assistance with my request. Have a fabulous day.

Laura Lierz, CAPP

Vice President Municipal & Educational Services

T +1 303.725.7043

llierz@govtparking.com

From: Laura Lierz <llierz@govtparking.com>

Sent: Monday, September 11, 2023 5:33 PM

To: Malecki, Marsha <mmalecki@rcid.org>; Reginald Smothers <reginald.smothers@reefparking.com>; Forrest Friedman <forrest.friedman@reefparking.com>; Gil Barbosa <gil.barbosa@reefparking.com>

Subject: RE: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

Hello Marsha –

Please see the attached signed form.

Let us know if you need anything else. Have a great day.

Laura Lierz, CAPP

Vice President Municipal & Educational Services

303.725.7043 | llierz@govtparking.com

From: Malecki, Marsha <mmalecki@rcid.org>

Sent: Wednesday, September 6, 2023 1:55 PM

To: Reginald Smothers <Reginald.Smothers@reefparking.com>; Forrest Friedman <forrest.friedman@reefparking.com>; Laura Lierz <llierz@govtparking.com>; Gil Barbosa <gil.barbosa@reefparking.com>

Subject: FW: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results - Lanier Parking Meter Services, LLC.

Congrats Lanier Parking Meter Services, LLC. on being the apparent low bidder. While we await for the recommendation to award, can you please complete the attached form and return it to me?

Thank you,



Marsha Malecki

Procurement Manager
Central Florida Tourism Oversight District
Mobile (407) 494-8162
www.rcid.org

From: Malecki, Marsha <mmalecki@rcid.org>

Sent: Wednesday, September 6, 2023 10:04 AM


To: Malecki, Marsha <mmalecki@rcid.org>

Subject: C006440 A1, A2, A3 Parking Garage Operations Services - Bid Opening Results

Good morning Invited Contractors:

We want to take this opportunity to thank each of you for participating in the solicitation. We sincerely appreciate your involvement and continued support. Lanier Parking Meter Services, LLC. is the apparent low bidder. At this time bids will be evaluated and a Notice of Intent to Award will be issued once the recommendation is received from the User Department.

Thank you very much.

 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT		ITB #C006440 BID EVALUATION A1, A2, A3 Parking Garage Operations Services
CONTRACTOR	BID AMOUNT	HOME OFFICE LOCATION
Curtis Protective Services, Inc.*	NO BID	Orlando, Florida (BuyLocal)
Fidelity Security Agency, LLC*	NO BID	Orlando, Florida (BuyLocal)
Lanier Parking Meter Services, LLC.**	\$6,264,558.36	Atlanta, Georgia
Owens, Renz & Lee Co., Inc.	\$7,550,934.80	Orlando, Florida (BuyLocal)
Public Safety International, Inc.	\$7,115,063.64	Miami, Florida
Unique Designs Professional Service Inc.*	\$6,776,551.68	Orlando, Florida (BuyLocal)
Weiser Security Services, Inc.**	NO BID	New Orleans, LA
* = New BuyLocal Bidder to The District		
** = New Bidder to The District (not BuyLocal)		
The District reserves the right to reject bids found nonresponsive or nonresponsible.		



Marsha Malecki

Procurement Manager

Central Florida Tourism Oversight District

Mobile (407) 494-8162

www.rcid.org

All e-mails to and from Central Florida Tourism Oversight District are kept as a public record. Under Florida law, email addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



EXHIBIT C – Bid Pricing Form

ITB No.: C006431

Project: A1, A2, A3 Parking Garage Operations Services for Fiscal Year 2024, 2025 and 2026

Company Name: _____

Note: Fill In All Pink Areas And Totals Should Automatically Tabulate.

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE PER SERVICE	ESTIMATED ANNUAL TOTAL
YEAR ONE (10/01/2023 TO 09/30/2024)					
Orange Garage					
1	Total Hours as Required in Figure 1	Monthly	12	\$ 73,343.24	\$ 880,118.88
Lime Garage					
2	Total Hours as Required in Figure 1	Monthly	12	\$ 62,059.66	\$ 744,715.92
Grapefruit Garage					
3	Total Hours as Required in Figure 1	Monthly	12	\$ 33,850.73	\$ 406,208.76
Extra Shift Hours (As Requested)					
4	Extra Shift GSP	Hours	720	\$ 20.46	\$ 14,731.20
5	Extra Shift Lead	Hours	80	\$ 24.42	\$ 1,953.60
ESTIMATED ANNUAL TOTAL (LINES 1 -5)					\$ 2,047,728.36
END OF YEAR ONE					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE PER SERVICE	ESTIMATED ANNUAL TOTAL
YEAR TWO (10/01/2024 TO 09/30/2025)					
Orange Garage					
6	Total Hours as Required in Figure 1	Monthly	12	\$ 74,764.13	\$ 897,169.56
Lime Garage					
7	Total Hours as Required in Figure 1	Monthly	12	\$ 63,261.96	\$ 759,143.52
Grapefruit Garage					
8	Total Hours as Required in Figure 1	Monthly	12	\$ 34,506.52	\$ 414,078.24
Extra Shift Hours (As Requested)					
9	Extra Shift GSP	Hours	720	\$ 21.07	\$ 15,170.40
10	Extra Shift Lead	Hours	80	\$ 25.15	\$ 2,012.00
ESTIMATED ANNUAL TOTAL (LINES 6-10)					\$ 2,087,573.72
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE PER SERVICE	ESTIMATED ANNUAL TOTAL
YEAR THREE (10/01/2025 TO 09/30/2026)					
Orange Garage					
11	Total Hours as Required in Figure 1	Monthly	12	\$ 76,250.50	\$ 915,006.00
Lime Garage					
12	Total Hours as Required in Figure 1	Monthly	12	\$ 64,519.65	\$ 774,235.80
Grapefruit Garage					
13	Total Hours as Required in Figure 1	Monthly	12	\$ 35,192.54	\$ 422,310.48
Extra Shift Hours (As Requested)					
14	Extra Shift GSP	Hours	720	\$ 21.71	\$ 15,631.20
15	Extra Shift Lead	Hours	80	\$ 25.91	\$ 2,072.80
ESTIMATED ANNUAL TOTAL (LINES 11 -15)					\$ 2,129,256.28

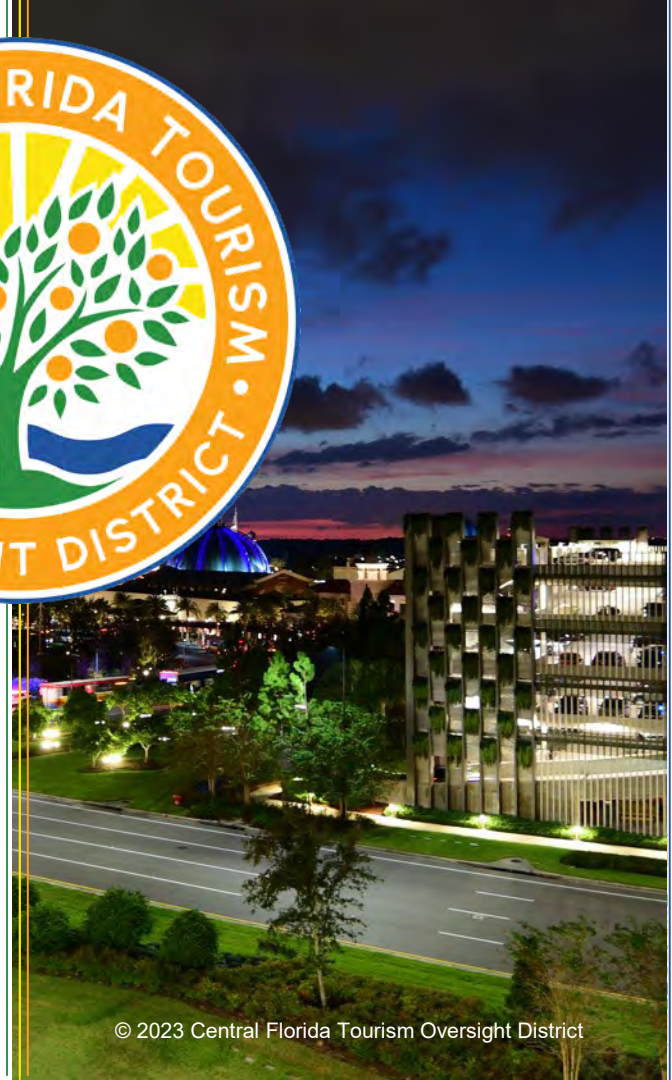
	END OF YEAR THREE				
	ESTIMATED THREE YEAR TOTAL (ESTIMATED ANNUAL TOTAL FOR YEAR ONE, YEAR TWO, YEAR THREE)				\$ 6,264,558.36

8.1(e) A1, A2, A3 PARKING GARAGE OPERATIONS SERVICES

(3-year contract with Lanier Parking
Meter Services, LLC)



November 15, 2023



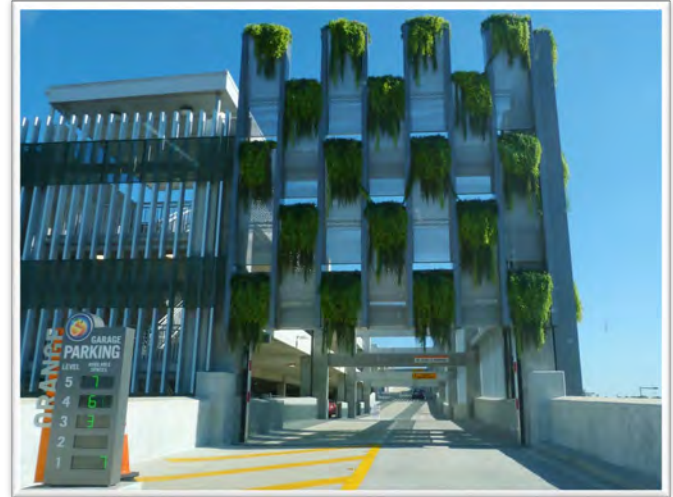
A1, A2, A3 Parking Garage Operations Services

- The District contracts out the services for operating the parking garages in the Orange, Lime, and Grapefruit Garages.
- The contractor is responsible for providing all labor, supervision and equipment consisting of two (2) golf carts per garage. Additionally, the contractor must provide training and Level II fingerprinted background checks for all staff assigned to each parking garage.
- Staffing shall consist of supervisors, leads, and guest services personnel with shift rotations from the hours of 8:30 AM to 12:00 AM. Saturday through Sunday, 365 days a year.



A1, A2, A3 Parking Garage Operations Services

- On August 17, 2023, Invitation to Bid # C006440 was released to sourced vendors for parking operations services of the District's parking garages. The bidders were given the opportunity to submit bids for a fixed fee.
- For the labor services for operating A-1 (Orange), A-2 (Lime), and A-3 (Grapefruit) parking garages, four (4) bids were received. The bids were as follows:



Vendor's Legal Name	Vendor's Location	Bid Amount
Lanier Parking Meter Services, LLC**	Atlanta, GA	\$5,926,051.10
Unique Designs Professional Service, Inc.*	Orlando, FL	\$6,427,468.84
Public Safety International, Inc.	Miami, FL	\$6,723,315.66
Owens, Renz & Lee Co., Inc.*	Orlando, FL	\$7,143,138.62

New BuyLocal Bidder* | New Bidder (not BuyLocal)**

Lanier Parking Meter Services, LLC. was the lowest responsive and responsible bidder.



A1, A2, A3 Parking Garage Operations Services

- Funding for this contract is budgeted for FY2024-25 in Account 164-001-5307090-545 (Parking Attendant Services) in the amount of \$1,709,221.10; FY2025-26 for \$2,087,573.72; FY2026-27 for \$2,129,256.28.

CONTRACT PRICING SCHEDULE		
Year	Term	Estimated Annual Cost
1	December 5, 2023 - September 30, 2024	\$1,709,221.10
2	October 1, 2024 - September 30, 2025	\$2,087,573.72
3	October 1, 2025 - September 30, 2026	\$2,129,256.28
Estimated Total		\$5,926,051.10



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(f)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006441-Security Services for CFTOD Properties	
Requested Action	
Approve a three (3) year contract with Fidelity Security Agency, LLC for security services with an approximate expenditure of \$5,803,574.35	
Staff Report	
The District requires annual security services for CFTOD properties including the Administration building and the Grapefruit, Lime and Orange parking garages. Contractors are required to have a valid Class D license issued by the Florida Department of Agriculture. Contractor's security personnel will be unarmed and wear military style uniforms. Shift coverage at the Administration building will include one (1) security officer, 7:30 A.M. through 5:30 P.M., Monday through Friday. Shift coverage at the Grapefruit, Lime and Orange parking garages will include nine (9) total security personnel posted, roving and camera monitoring positions during first and second shifts and three (3) total security personnel roving positions during third shift, twenty-four (24) hours a day, seven (7) days a week.	
Additional Analysis	
On August 18, 2023, Invitation to Bid# C006441 was released to sourced vendors for the security services of CFTOD properties including the Administration building and the Grapefruit, Lime and Orange parking garages. The bidders were given the opportunity to submit bids for a fixed fee. The Security and Emergency Management department is requesting approval of Contract# C006441 with Fidelity Security Agency, LLC for the annual security services of District properties. Staff recommends approving the contract for the period of <u>December 5, 2023</u> through <u>September 30, 2026</u> .	
Fiscal Impact Summary	
Funding for this contract is budgeted for FY2024-25 in Account 164-001-5307090-545 in the amount of \$1,656,025.12; FY2025-26 for \$2,053,256.12; and FY2026-27 for \$2,094,293.11.	
Exhibits Attached	
<ol style="list-style-type: none">1. Board Report2. Itemized Bid Tabulation3. Contract4. Winning Bid5. Presentation	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Bid# C006441-Security Services for CFTOD Properties in the amount of \$5,803,574.35

Presented By: Tanya Naylor, Director of Security and Emergency Management

Department: Security and Emergency Management

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(f) Contract# C006441 for a three (3) year contract for security services at District properties with Fidelity Security Agency, LLC with an expenditure of \$5,803,574.35

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released: 08/18/2023

BACKGROUND:

The District requires annual security services for CFTOD properties including the Administration building and the Grapefruit, Lime and Orange parking garages. Contractors are required to have a valid Class D license issued by the Florida Department of Agriculture. Contractor's security personnel will be unarmed and wear military style uniforms. Shift coverage at the Administration building will include one (1) security officer, 7:30 A.M. through 5:30 P.M., Monday through Friday. Shift coverage at the Grapefruit, Lime and Orange parking garages will include nine (9) total security personnel posted, roving and camera monitoring positions during first and second shifts and three (3) total security personnel roving positions during third shift, twenty-four (24) hours a day, seven (7) days a week.

FINDINGS AND CONCLUSIONS:

On August 18, 2023, Invitation to Bid# C006441 was released to sourced vendors for the security services of CFTOD properties including the Administration building and the Grapefruit, Lime and Orange parking garages. The bidders were given the opportunity to submit bids for a fixed fee. Four (4) bids were received as follows:

Vendor's Legal Name	Vendor's City/State	Bid Amount
Curtis Protective Services, Inc.**	Orlando, Florida (BuyLocal)	\$8,276,151.45
Fidelity Security Agency, LLC**	Orlando, Florida (BuyLocal)	\$5,803,574.35
Public Safety International, Inc	Miami, Florida	\$6,565,010.93
<i>Weiser Security Services, Inc. (Withdrawn)*</i>	<i>New Orleans, Louisiana</i>	<i>\$5,424,668.60</i>

*New BuyLocal Bidder

**New Bidder (Not BuyLocal)

After conducting an analysis of the bids, the award was given to the lowest responsive and responsible bidder, Fidelity Security Agency, LLC. Weiser Security Services, Inc. provided a lower bid, but were found non-responsible, and formally withdrew their bid.

The Security and Emergency Management department is requesting approval of Contract# C006441 with Fidelity Security Agency, LLC for the annual security services of District properties. Staff recommends approving the contract for the period of **December 5, 2023** through **September 30, 2026**.

FISCAL IMPACT:

Funding for this contract is budgeted for FY2024-25 in Account 164-001-5307090-545 in the amount of \$1,656,025.12; FY2025-26 for \$2,053,256.12; and FY2026-27 for \$2,094,293.11.

Contract Pricing Schedule		
YR	Term	Est. Annual Cost
1	December 5, 2023 - September 30, 2024	\$1,656,025.12
2	October 1, 2024 - September 30, 2025	\$2,053,256.12
3	October 1, 2025 - September 30, 2026	\$2,094,293.11
Estimated Total		\$5,803,574.35

PROCUREMENT REVIEW:

This purchase has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – Fidelity Security Agency, LLC (PDF)

Fidelity Security Agency, LLC Bid



Public Safety International, Inc. Miami, Florida									Weiser Security Services, Inc.* New Orleans, Louisiana								
Item	Description	Hours Per Day	Hours Per Year at Regular Rate	Hours Per Year at Holiday Rate	Hourly Regular Rate	Yearly Regular Rate	Hourly Holiday Rate	Yearly Holiday Rate	Item	Description	Hours Per Day	Hours Per Year at Regular Rate	Hours Per Year at Holiday Rate	Hourly Regular Rate	Yearly Regular Rate	Hourly Holiday Rate	Yearly Holiday Rate
YEAR 1 (12/05/2023 to 09/30/2024)									YEAR 1 (12/05/2023 to 09/30/2024)								
1.1	Lime Node	17.5	5,145	105	\$ 29.50	\$ 151,777.50	\$ 44.25	\$ 4,646.25	1.1	Lime Node	17.5	5,145	105	\$ 22.60	\$ 116,277.00	\$ 32.77	\$ 3,440.85
1.2	Lime Rover	17.5	5,145	105	\$ 29.50	\$ 151,777.50	\$ 44.25	\$ 4,646.25	1.2	Lime Rover	17.5	5,145	105	\$ 23.93	\$ 123,119.85	\$ 34.70	\$ 3,643.50
1.3	Orange West Node	17.5	5,145	105	\$ 29.50	\$ 151,777.50	\$ 44.25	\$ 4,646.25	1.3	Orange West Node	17.5	5,145	105	\$ 22.60	\$ 116,277.00	\$ 32.77	\$ 3,440.85
1.4	Orange East Node	17.5	5,145	105	\$ 29.50	\$ 151,777.50	\$ 44.25	\$ 4,646.25	1.4	Orange East Node	17.5	5,145	105	\$ 22.60	\$ 116,277.00	\$ 32.77	\$ 3,440.85
1.5	Orange Rover	17.5	5,145	105	\$ 29.50	\$ 151,777.50	\$ 44.25	\$ 4,646.25	1.5	Orange Rover	17.5	5,145	105	\$ 23.93	\$ 123,119.85	\$ 34.70	\$ 3,643.50
1.6	Grapefruit Node	17.5	5,145	105	\$ 29.50	\$ 151,777.50	\$ 44.25	\$ 4,646.25	1.6	Grapefruit Node	17.5	5,145	105	\$ 22.60	\$ 116,277.00	\$ 32.77	\$ 3,440.85
1.7	Grapefruit Rover	17.5	5,145	105	\$ 29.50	\$ 151,777.50	\$ 44.25	\$ 4,646.25	1.7	Grapefruit Rover	17.5	5,145	105	\$ 23.93	\$ 123,119.85	\$ 34.70	\$ 3,643.50
1.8	Camera Room 1	17.5	5,145	105	\$ 29.50	\$ 151,777.50	\$ 44.25	\$ 4,646.25	1.8	Camera Room 1	17.5	5,145	105	\$ 23.93	\$ 123,119.85	\$ 34.70	\$ 3,643.50
1.9	Camera Room 2	17.5	5,145	105	\$ 29.50	\$ 151,777.50	\$ 44.25	\$ 4,646.25	1.9	Camera Room 2	17.5	5,145	105	\$ 23.93	\$ 123,119.85	\$ 34.70	\$ 3,643.50
1.10	Breaker	8	2,352	48	\$ 29.50	\$ 69,384.00	\$ 44.25	\$ 2,124.00	1.10	Breaker	8	2,352	48	\$ 23.93	\$ 56,283.36	\$ 34.70	\$ 1,665.60
1.11	3rd Shift Security 1	8	2,352	48	\$ 29.50	\$ 69,384.00	\$ 44.25	\$ 2,124.00	1.11	3rd Shift Security 1	8	2,352	48	\$ 23.93	\$ 56,283.36	\$ 34.70	\$ 1,665.60
1.12	3rd Shift Security 2	8	2,352	48	\$ 29.50	\$ 69,384.00	\$ 44.25	\$ 2,124.00	1.12	3rd Shift Security 2	8	2,352	48	\$ 23.93	\$ 56,283.36	\$ 34.70	\$ 1,665.60
1.13	3rd Shift Security 3	8	2,352	48	\$ 29.50	\$ 69,384.00	\$ 44.25	\$ 2,124.00	1.13	3rd Shift Security 3	8	2,352	48	\$ 23.93	\$ 56,283.36	\$ 34.70	\$ 1,665.60
1.14	Security Supervisor	10 Hour, 5 Day Week	2,080	60	\$ 29.50	\$ 61,360.00	\$ 44.25	\$ 2,655.00	1.14	Security Supervisor	10 Hour, 5 Day Week	2,080	60	\$ 38.35	\$ 79,768.00	\$ 55.61	\$ 3,336.60
1.15	Security Supervisor 2	9 Hour, 5 Day Week	1,872	54	\$ 29.50	\$ 55,224.00	\$ 44.25	\$ 2,389.50	1.15	Security Supervisor 2	9 Hour, 5 Day Week	1,872	54	\$ 26.59	\$ 49,776.48	\$ 38.56	\$ 2,082.24
1.16	Admin	10 Hour, 5 Day Week	2,080	60	\$ 29.50	\$ 61,360.00	\$ 44.25	\$ 2,655.00	1.16	Admin	10 Hour, 5 Day Week	2,080	60	\$ 23.93	\$ 49,774.40	\$ 34.70	\$ 2,082.00
YEAR 1 TOTALS (LINES 1.1 - 1.16)					\$	1,821,477.50	\$	58,011.75	YEAR 1 TOTALS (LINES 1.1 - 1.16)					\$	1,485,159.57	\$	46,144.14
Item	Description	Hours Per Day	Hours Per Year at Regular Rate	Hours Per Year at Holiday Rate	Hourly Regular Rate	Yearly Regular Rate	Hourly Holiday Rate	Yearly Holiday Rate	Item	Description	Hours Per Day	Hours Per Year at Regular Rate	Hours Per Year at Holiday Rate	Hourly Regular Rate	Yearly Regular Rate	Hourly Holiday Rate	Yearly Holiday Rate
YEAR 2 (10/01/2024 to 09/30/2025)									YEAR 2 (10/01/2024 to 09/30/2025)								
2.1	Lime Node	17.5	6,265	122.5	\$ 29.50	\$ 184,817.50	\$ 44.25	\$ 5,420.63	2.1	Lime Node	17.5	6,265	122.5	\$ 23.28	\$ 145,836.67	\$ 33.75	\$ 4,134.75
2.2	Lime Rover	17.5	6,265	122.5	\$ 29.50	\$ 184,817.50	\$ 44.25	\$ 5,420.63	2.2	Lime Rover	17.5	6,265	122.5	\$ 24.65	\$ 154,419.09	\$ 35.74	\$ 4,378.08
2.3	Orange West Node	17.5	6,265	122.5	\$ 29.50	\$ 184,817.50	\$ 44.25	\$ 5,420.63	2.3	Orange West Node	17.5	6,265	122.5	\$ 23.28	\$ 145,836.67	\$ 33.75	\$ 4,134.75
2.4	Orange East Node	17.5	6,265	122.5	\$ 29.50	\$ 184,817.50	\$ 44.25	\$ 5,420.63	2.4	Orange East Node	17.5	6,265	122.5	\$ 23.28	\$ 145,836.67	\$ 33.75	\$ 4,134.75
2.5	Orange Rover	17.5	6,265	122.5	\$ 29.50	\$ 184,817.50	\$ 44.25	\$ 5,420.63	2.5	Orange Rover	17.5	6,265	122.5	\$ 24.65	\$ 154,419.09	\$ 35.74	\$ 4,378.08
2.6	Grapefruit Node	17.5	6,265	122.5	\$ 29.50	\$ 184,817.50	\$ 44.25	\$ 5,420.63	2.6	Grapefruit Node	17.5	6,265	122.5	\$ 23.28	\$ 145,836.67	\$ 33.75	\$ 4,134.75
2.7	Grapefruit Rover	17.5	6,265	122.5	\$ 29.50	\$ 184,817.50	\$ 44.25	\$ 5,420.63	2.7	Grapefruit Rover	17.5	6,265	122.5	\$ 24.65	\$ 154,419.09	\$ 35.74	\$ 4,378.08
2.8	Camera Room 1	17.5	6,265	122.5	\$ 29.50	\$ 184,817.50	\$ 44.25	\$ 5,420.63	2.8	Camera Room 1	17.5	6,265	122.5	\$ 24.65	\$ 154,419.09	\$ 35.74	\$ 4,378.08
2.9	Camera Room 2	17.5	6,265	122.5	\$ 29.50	\$ 184,817.50	\$ 44.25	\$ 5,420.63	2.9	Camera Room 2	17.5	6,265	122.5	\$ 24.65	\$ 154,419.09	\$ 35.74	\$ 4,378.08
2.10	Breaker	8	2,864	56	\$ 29.50	\$ 84,488.00	\$ 44.25	\$ 2,478.00	2.10	Breaker	8	2,864	56	\$ 24.65	\$ 70,591.59	\$ 35.74	\$ 2,001.41
2.11	3rd Shift Security 1	8	2,864	56	\$ 29.50	\$ 84,488.00	\$ 44.25	\$ 2,478.00	2.11	3rd Shift Security 1	8	2,864	56	\$ 24.65	\$ 70,591.59	\$ 35.74	\$ 2,001.41
2.12	3rd Shift Security 2	8	2,864	56	\$ 29.50	\$ 84,488.00	\$ 44.25	\$ 2,478.00	2.12	3rd Shift Security 2	8	2,864	56	\$ 24.65	\$ 70,591.59	\$ 35.74	\$ 2,001.41
2.13	3rd Shift Security 3	8	2,864	56	\$ 29.50	\$ 84,488.00	\$ 44.25	\$ 2,478.00	2.13	3rd Shift Security 3	8	2,864	56	\$ 24.65	\$ 70,591.59	\$ 35.74	\$ 2,001.41
2.14	Security Supervisor	10 Hour, 5 Day Week	2,530	70	\$ 29.50	\$ 74,635.00	\$ 44.25	\$ 3,097.50	2.14	Security Supervisor	10 Hour, 5 Day Week	2,530	70	\$ 39.50	\$ 99,936.27	\$ 57.28	\$ 4,009.30
2.15	Security Supervisor 2	9 Hour, 5 Day Week	2,277	63	\$ 29.50	\$ 67,171.50	\$ 44.25	\$ 2,787.75	2.15	Security Supervisor 2	9 Hour, 5 Day Week	2,277	63	\$ 27.39	\$ 62,361.79	\$ 39.71	\$ 2,501.87
2.16	Admin	10 Hour, 5 Day Week	2,530	70	\$ 29.50	\$ 74,635.00	\$ 44.25	\$ 3,097.50	2.16	Admin	10 Hour, 5 Day Week	2,530	70	\$ 24.65	\$ 62,359.19	\$ 35.74	\$ 2,501.76
YEAR 2 TOTALS (LINES 2.1 - 2.16)					\$	2,217,751.00	\$	67,680.38	YEAR 2 TOTALS (LINES 2.1 - 2.16)					\$	1,862,465.73	\$	55,448.00
Item	Description	Hours Per Day	Hours Per Year at Regular Rate	Hours Per Year at Holiday Rate	Hourly Regular Rate	Yearly Regular Rate	Hourly Holiday Rate	Yearly Holiday Rate	Item	Description	Hours Per Day	Hours Per Year at Regular Rate	Hours Per Year at Holiday Rate	Hourly Regular Rate	Yearly Regular Rate	Hourly Holiday Rate	Yearly Holiday Rate
YEAR 3 (10/01/2025 to 09/30/2026)									YEAR 3 (10/01/2025 to 09/30/2026)								
3.1	Lime Node	17.5	6,265	122.5	\$ 30.98	\$ 194,089.70	\$ 46.47	\$ 5,692.58	3.1	Lime Node	17.5	6,265	122.5	\$ 23.98	\$ 150,211.77	\$ 34.77	\$ 4,258.80
3.2	Lime Rover	17.5	6,265	122.5	\$ 30.98	\$ 194,089.70	\$ 46.47	\$ 5,692.58	3.2	Lime Rover	17.5	6,265	122.5	\$ 25.39	\$ 159,051.67	\$ 36.81	\$ 4,509.43
3.3	Orange West Node	17.5	6,265	122.5	\$ 30.98	\$ 194,089.70	\$ 46.47	\$ 5,692.58	3.3	Orange West Node	17.5	6,265	122.5	\$ 23.98	\$ 150,211.77	\$ 34.77	\$ 4,258.80
3.4	Orange East Node	17.5	6,265	122.5	\$ 30.98	\$ 194,089.70	\$ 46.47	\$ 5,692.58	3.4	Orange East Node	17.5	6,265	122.5	\$ 23.98	\$ 150,211.77	\$ 34.77	\$ 4,258.80
3.5	Orange Rover	17.5	6,265	122.5	\$ 30.98	\$ 194,089.70	\$ 46.47	\$ 5,692.58	3.5	Orange Rover	17.5	6,265	122.5	\$ 25.39	\$ 159,051.67	\$ 36.81	\$ 4,509.43
3.6	Grapefruit Node	17.5	6,265	122.5	\$ 30.98	\$ 194,089.70	\$ 46.47	\$ 5,692.58	3.6	Grapefruit Node	17.5	6,265	122.5	\$ 23.98	\$ 150,211.77	\$ 34.77	\$ 4,258.80
3.7	Grapefruit Rover	17.5	6,265	122.5	\$ 30.98	\$ 194,089.70	\$ 46.47	\$ 5,692.58	3.7	Grapefruit Rover	17.5	6,265	122.5	\$ 25.39	\$ 159,051.67	\$ 36.81	\$ 4,509.43
3.8	Camera Room 1	17.5	6,265	122.5	\$ 30.98	\$ 194,089.70	\$ 46.47	\$ 5,692.58	3.8	Camera Room 1	17.5	6,265	122.5	\$ 25.39	\$ 159,051.67	\$ 36.81	\$ 4,509.43
3.9	Camera Room 2	17.5	6,265	122.5	\$ 30.98	\$ 194,089.70	\$ 46.47	\$ 5,692.58	3.9	Camera Room 2	17.5	6,265	122.5	\$ 25.39	\$ 159,051.67	\$ 36.81	\$ 4,509.43
3.10	Breaker	8	2,864	56	\$ 30.98	\$ 88,726.72	\$ 46.47	\$ 2,602.32	3.10	Breaker	8	2,864	56	\$ 25.39	\$ 72,709.33	\$ 36.81	\$ 2,061.45
3.11	3rd Shift Security 1	8	2,864	56	\$ 30.98	\$ 88,726.72	\$ 46.47	\$ 2,602.32	3.11	3rd Shift Security 1	8	2,864	56	\$ 25.39	\$ 72,709.33	\$ 36.81	\$ 2,061.45
3.12	3rd Shift Security 2	8	2,864	56	\$ 30.98	\$ 88,726.72	\$ 46.47	\$ 2,602.32	3.12	3rd Shift Security 2	8	2,864	56	\$ 25.39	\$ 72,709.33	\$ 36.81	\$ 2,061.45
3.13	3rd Shift Security 3	8	2,864	56	\$ 30.98	\$ 88,726.72	\$ 46.47	\$ 2,602.32	3.13	3rd Shift Security 3	8	2,864	56	\$ 25.39	\$ 72,709.33	\$ 36.81	\$ 2,061.45
3.14	Security Supervisor	10 Hour, 5 Day Week	2,530	70	\$ 30.98	\$ 78,379.40	\$ 46.47	\$ 3,252.90	3.14	Security Supervisor	10 Hour, 5 Day Week	2,530	70	\$ 40.69	\$ 102,934.35	\$ 58.99	\$ 4,129.58
3.15	Security Supervisor 2	9 Hour, 5 Day Week	2,277	63	\$ 30.98	\$ 70,541.46	\$ 46.47	\$ 2,927.61	3.15	Security Supervisor 2	9 Hour, 5 Day Week	2,277	63	\$ 28.21	\$ 64,232.65	\$ 40.90	\$ 2,576.92
3.16	Admin	10 Hour, 5 Day Week	2,530	70	\$ 30.98	\$ 78,379.40	\$ 46.47	\$ 3,252.90	3.16	Admin	10 Hour, 5 Day Week	2,530	70	\$ 25.39	\$ 64,229.96	\$ 36.81	\$ 2,576.81
YEAR 3 TOTALS (LINES 3.1 - 3.16)					\$	2,329,014.44	\$	71,075.87	YEAR 3 TOTALS (LINES 3.1 - 3.16)					\$	1,918,339.71	\$	57,111.44
BID TOTAL									BID TOTAL								
\$ 6,565,010.93									\$ 5,424,668.60								

*Formally withdrew bid after they were deemed non-responsible to perform the scope of services

SECURITY SERVICES FOR CFTOD PROPERTIES AGREEMENT

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the (“Owner”)), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Fidelity Security Agency, LLC**, (herein referred to as the (“Contractor”)), whose mailing address is 618 E. South Street, Suite 500, Orlando, Florida 32801.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **December 5, 2023** and ending **September 30, 2026**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. **Agreement.** The Agreement consists of this Services Agreement, the Scope of Services, the Special Contract Conditions, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.

b. **Services.** The term “Services” as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the following List of Exhibits:

- i. Exhibit A, Scope of Services and Rate Schedule, 11 pages
- ii. Exhibit B, Special Contract Conditions, 15 pages
- iii. Exhibit C, Contractor Proposal, 7 pages

3. BASIS FOR COMPENSATION AND PAYMENTS.**Not to Exceed Amount**

a. Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, an amount for time reasonably and properly incurred by Contractor in performance of its Services based upon the monthly and hourly rates shown on the attached Rate Schedule in Exhibit A incorporated herein. However, in no event shall the amount exceed **FIVE MILLION, EIGHT HUNDRED AND THREE THOUSAND, FIVE HUNDRED SEVENTY-FOUR AND THIRTY-FIVE ONE-HUNDREDTHS DOLLARS (\$5,803,574.35)**; and the Reimbursable Expenses shall in no event exceed **(N/A)**.

b. Payments shall be made monthly for Services plus Reimbursable Expenses incurred. Contractor shall invoice Owner, in the form required by Owner, on the first day of each calendar month for Basic Services rendered during the preceding month plus Reimbursable Expenses incurred.

c. Reimbursable Expenses shall include only the actual and necessary costs and expenses, without markup, reasonably and properly incurred by Contractor in connection with the Services rendered under this Agreement. Direct expenses are determined and pre-approved by Owner.

d. Contractor shall provide any and all backup required by Owner in connection with time spent and Reimbursable Expenses incurred.

e. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.

f. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869
All invoices shall be sent to AP@rcid.org

g. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.

h. Owner retains the right to reduce any portion of Contractor's Services at any time.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

a. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work

or services under this agreement and is maintained for at least 2 years following the conclusion of work.

- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

b. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.

c. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.

d. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

e. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

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

g. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

7. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

8. BOOKS AND RECORDS.

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

9. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by

general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

10. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

11. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination.

12. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

13. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner:	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
	10450 Turkey Lake Road, Box #690519
	Orlando, FL 32869
	Attention: Contracting Officer

If to Contractor: FIDELITY SECURITY AGENCY, LLC
618 E. South Street, Suite 500
Orlando, FL 32801
Attention: Michael Williams

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. OWNERSHIP OF WORK PRODUCT.

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Article 9 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

b. Without limiting the foregoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

15. LEGAL PROCEEDINGS.

a. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

c. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity

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

16. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

17. THE OWNER'S REPRESENTATIVES.

The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Tanya Naylor** whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

18. PUBLIC RECORDS.

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 THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@RCID.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN:

PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.

a. THE CONTRACTOR SHALL:

- i. Keep and maintain public records required by the public agency to perform the service.
- ii. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. REQUEST FOR RECORDS; NONCOMPLIANCE:

- i. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- ii. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

c. CIVIL ACTION:

- i. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that

the Contractor has not complied with the request, to the public agency and to the Contractor.

- ii. A notice complies with subparagraph c.2. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- iii. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

19. NON-FUNDING.

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

20. E-VERIFY COMPLIANCE.

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

21. SCRUTINIZED COMPANIES.

a. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

- i. 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 Florida Statutes; and/or
- ii. Engaged in business operations in Cuba or Syria.

d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

- i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes, and/or

- ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

e. If this Agreement is terminated by the Owner as provided in paragraph d above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

f. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner's termination.

g. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

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

OWNER

CONTRACTOR

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

FIDELITY SECURITY AGENCY, LLC

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: _____ Martin Garcia

Print Name: _____

Title: _____ Board Chairman

Title: _____

Date: _____

Date: _____

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Contractor shall provide all labor, material, equipment, training (other than site-specific), supervision, transportation, tools and all other things necessary to perform security services as directed by the Owner at the following locations:

- Central Florida Tourism Oversight District (“CFTOD”) Administration Building
- Grapefruit, Lime & Orange Parking Garages

SECTION 1 – SCOPE OF SERVICES

The Scope of Services for providing Security Services is as described below:

(Note: All prescribed times are Eastern Standard Time)

1.1 CFTOD ADMINISTRATION BUILDING:

- 1.1.1 Contractor shall provide unarmed personnel wearing military style uniforms.
- 1.2.1 Shift will be 7:30 am -5:30 pm, Monday – Friday.
- 1.3.1 Administration Security Officer will be approved by CFTOD Director of Security & Emergency Management.
- 1.4.1 Single employee will cover Administration Monday-Friday. Lunch breaks are provided by a Administration trained and approved Security Officer.
- 1.5.1 No shifts, for this location only, required during the following listed holidays (employee for this location will be paid holiday to and will have the day off).
 - New Year’s Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Day

1.2 DUTIES FOR CFTOD ADMINISTRATION BUILDING:

- 1.2.1 Inspect perimeter of the building and parking lot at 7:30 am and 5:30 pm and log / advise of any suspicious activity.
- 1.2.2 Check employee ID badges upon arrival at the building.
- 1.2.3 Check in all visitors utilizing the Visitor Badge System.
- 1.2.4 Advise CFTOD employees of guest arrivals.
- 1.2.5 Report any suspicious activity/packages internal/external to the building.
- 1.2.6 Monitor vehicles entering and exiting the parking lot.
- 1.2.7 Monitor/advise of illegal parking.
- 1.2.8 Carry mobile phone at all times to communicate effectively with Director of Security & Emergency Management or designee.
- 1.2.9 Keep work area clean and safe.
- 1.2.10 Provide constant coverage of the assigned area.
- 1.2.11 Receive/sign for packages and notify the designated department for pickup.
- 1.2.12 Avoid unnecessary or prolonged conversations with guests or staff members.

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- 1.2.13 The Security Personnel must display a high level of discretion and professionalism to guests and employees alike.

1.3 GRAPEFRUIT, LIME & ORANGE GARAGES:

- 1.3.1 Unarmed personnel wearing military style uniforms.

1.3.2 Posted Security Officers:

- 1 location within the Grapefruit Garage
- 2 locations within the Orange Garage
- 1 location in the Lime Garage
- Coverage 8:30 am -12:30 am for all garages, 7 days each week, including all holidays.
 - (Shifts are: 8:30 am - 4:30 pm, and 4:00 pm - 12:30 am)

1.3.3 Roving Security Officers:

- 1 per garage, covering Grapefruit Garage, Lime Garage and Orange Garage
- Coverage 8:30 am - 12:30 am, 7 days a week, including all holidays.
 - (Shifts are: 8:30 am - 4:30 pm, and 4:00 pm - 12:30 am)

1.3.4 Camera Monitoring:

- Coverage 830 am - 12:30 am, 7 days each week, including all holidays.
 - (Shifts are: 8:30 am - 4:30 pm, and 4:00 pm - 12:30 am)

1.3.5 3rd Shift:

- 1 per garage, covering Grapefruit Garage, Lime Garage and Orange Garage
- Coverage 12 midnight – 9:00 am
- Owner reserves the right to adjust the hours of operation.

1.4 Duties for Posted Positions at Grapefruit, Lime & Orange Garages:

- 1.4.1 Report any suspicious activity/packages internal and external to the building.
- 1.4.2 Monitor/observe/report illegal, unusual or suspicious behaviors or activities by guests within the Parking Garage.
- 1.4.3 Carry a radio/ear piece to communicate to fellow security officers without attracting attention of guests or parking garage attendants.
- 1.4.4 Provide constant coverage of the assigned area.
- 1.4.5 Node checks are required during every rotation change.
- 1.4.6 Security Officers are required to remain within camera view at all times while on Node.
- 1.4.7 Avoid unnecessary or prolonged conversations with guests or staff members.
- 1.4.8 All security personnel must display a high level of discretion and professionalism to guests and employees alike.

1.5 Duties for Rover Positions at Grapefruit, Lime & Orange Garages:

- 1.5.1 Inspect perimeter of building daily.
- 1.5.2 Monitor vehicles entering, parking, and exiting the parking garage.
- 1.5.3 Patrol all garage levels throughout each shift.

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- 1.5.4 Report any suspicious activity or packages internal and external to the building.
- 1.5.5 Monitor/observe/report illegal, unusual or suspicious behaviors or activities by guests within the Parking Garage.
- 1.5.6 Carry a radio/ear piece to communicate to fellow security officers without attracting attention of guests or parking garage attendants.
- 1.5.7 Provide constant coverage of the assigned area.
- 1.5.8 Avoid unnecessary or prolonged conversations with guests or staff members.
- 1.5.9 The security personnel must display a high level of discretion and professionalism to guests and employees alike.
- 1.6 **Duties for Camera Monitoring Positions at Grapefruit, Lime & Orange Garages:**
 - 1.6.1 Monitor/observe/report illegal, unusual, or suspicious behaviors or activities by guests within the Parking Garage.
 - 1.6.2 Maintain observation of cameras during assigned time in Camera Room.
 - 1.6.3 Carry a radio/ear piece to communicate to fellow security officers without attracting attention of guests or parking garage attendants.
 - 1.6.4 Provide constant coverage of the assigned area.
 - 1.6.5 The security personnel must display a high level of discretion and professionalism to guests and employees alike.
- 1.7 **Duties for 3rd shift Positions at Grapefruit, Lime & Orange Garages:**
 - 1.7.1 Inspect perimeter of building daily.
 - 1.7.2 Monitor vehicles entering, parking, and exiting the parking garage.
 - 1.7.3 Patrol all garage levels throughout each shift.
 - 1.7.4 Report any suspicious activity or packages internal and external to the building.
 - 1.7.5 Monitor/observe/report illegal, unusual or suspicious behaviors or activities by guests within the Parking Garage.
 - 1.7.6 Carry a radio/ear piece to communicate to fellow security officers and Garage Supervision.
 - 1.7.7 Provide constant coverage of the assigned area.
 - 1.7.8 Avoid unnecessary or prolonged conversations with guests or staff members.
 - 1.7.9 The security personnel must display a high level of discretion and professionalism to guests and employees alike.
 - 1.7.10 Monitor off site Construction yards.

SECTION 2 – OTHER REQUIREMENTS

Other Requirements for entire contract:

- 2.1 Security personnel must possess a minimum of a Florida Class D-License.
 - 2.1.1 Confirmation that Class D License presented to employer is valid on Florida Department of Agriculture site.
 - 2.1.2 Intermittent check on Florida Department of Agriculture site to ensure license for employees is still valid.

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- 2.2 Security personnel must demonstrate a clean background check using the following protocols:
 - 2.2.1 Criminal history check: minimum of 7 years
 - 2.2.2 Driver's license check (annual): minimum 7 years, no major violations (Driving under the influence of alcohol/drugs; failure to stop/report an accident; reckless driving/speeding contest; driving while impaired; making a false accident report; homicide, manslaughter or assault arising out of the use of a vehicle; fleeing/attempting to elude a peace officer)
 - 2.2.3 Work history verification
 - 2.2.4 Sexual predator check (annual)
 - 2.2.5 Military history verification
 - 2.2.6 Drug screening – 10 panel - Compliance with the Drug-Free Workplace program requirements as set forth under FS 440.102.
- 2.3 Security personnel must have been trained and proficient in behavioral assessment monitoring with annual training/refreshers.
- 2.4 Security personnel must be regular, reoccurring personnel in order to become familiar with staff, guest activity and Parking Garage operations / handling of special events.
- 2.5 Security personnel shall be made available for site-specific training sessions and classes at times set forth by Owner; Owner reserves the right to schedule such training solely at its convenience.
- 2.6 The Contractor shall ensure that all posts are filled and covered each day and that it is the responsibility of the Contractor to fill any positions in the event an employee calls-in, late, leaving early, or on vacation.
- 2.7 An appointed Leader shall be provided during each Day and Swing shifts.
- 2.8 All security personnel shall follow the Central Florida Tourism Oversight District's grooming standards ("Appearance Guidelines") as set forth herein and as amended from time to time.
 - 2.8.1 Central Florida Tourism Oversight District reserves the right to refuse any employee who does not meet or conform to CFTOD's grooming and appearance policy.
- 2.9 Contractor shall provide appropriate military style uniforms (subject to the Owner's approval of style and colors) for all staff deployed on Owner's property. The cost for this service, including maintenance, laundering and replacement, as required, is included in the Fee set forth in the Agreement.
- 2.10 All Security Personnel shall abide by the Operating Guidelines and Safety Policies of Central Florida Tourism Oversight District, as amended from time to time.
- 2.1.11 Contractor shall provide all equipment necessary to provide the Services set forth herein unless otherwise indicated within this document. The cost of purchasing and maintaining such equipment shall be included as part of the Fee set forth in the Agreement.
- 2.1.12 CFTOD will provide radios for use by Contractor's personnel during shifts.
- 2.1.13 All workers shall park in the areas designated by the Owner's Representative. Contractor shall comply with all access requirements for workers and vehicles as designated by the Owner's Representative.
- 2.1.14 Break areas shall be in the immediate Job Site area and shall be in an area not used by the public.
- 2.1.15 Officers should receive eight (8) hours of on the job training ("OJT") which includes all of the nodes, rover positions and camera room. Contractor shall identify their staff who will serve as trainers. CFTOD will conduct training for the trainers to get them up to speed and the Contractor will be responsible for training of all incoming staff. The trainer will remain in rotation and cover a post on the day of training.
- 2.1.16 CFTOD will develop post orders and provide to Contractor.

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- 2.1.17 CFTOD is requesting due to the knowledge and work performance currently being provided by existing employees that the Contractor consider maintaining as many of those employees wishing to remain working in the garage as possible.

SECTION 3 – SPECIAL PRECAUTIONS

- 3.1 The Contractor is cautioned that due to the special location of the Project (within, adjacent to, or near an operating resort and theme park complex), the Contractor is required to take special precautions so that the use of the resort and theme park facilities by its guests or employees will not be impacted.
- 3.2 **Contractor shall cause all of its employees to behave at all times in a friendly, respectful, and courteous manner towards Owner, guests, staff, and management.**
- 3.3 In the event Owner/CFTOD believes that any of the Security Personnel are acting other than as herein required, CFTOD or its agents determine that any of such employees are not performing their duties in a competent manner, CFTOD shall so advise Contractor and Contractor shall promptly arrange to correct the deficiencies or to replace such employee.

SECTION 4 – DAMAGE

- 4.1 Any damages caused by the Contractor shall be repaired by the Contractor within 24 hours, or shall be repaired by the Owner and back-charged at the current rate per man hour plus material plus 20% on material only. Damages caused by the Contractor shall be the responsibility of the Contractor.
- 4.2 Contractor shall report all damages to the Owner immediately.

SECTION 5 – QUALITY CONTROL

- 5.1 The Contractor shall establish a quality control quality assurance program specific to this contract scope and shall maintain and monitor the program throughout the life of the contract.
- 5.2 The Owner will have the right at any stage of the operation to reject any or all work and material that in the Owner's opinion does not meet the requirements of this scope of services.

SECTION 6 – WORK ENVIRONMENT

- 6.1 The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- 6.2 Some duties are performed in a garage environment and in the field in emergency and non-emergency conditions. While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions, moving mechanical parts, exhaust fumes, outside weather conditions, heat, and moving vehicles. The noise level in the work environment may be loud.

SECTION 7 – SAFETY

- 7.1 The Owner is dedicated to establishing and maintaining a safe work environment. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner's property.
- 7.2 All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:
- Fighting
 - Horseplay
 - Possession of firearms

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➤ Possession/use of alcohol/drugs

- 7.3 Work performed must incorporate safety into the planning. Do not begin work before safety measures are in place and training is complete. All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements as well as any task or equipment specific training required. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required. No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.
- 7.4 All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Reedy Creek Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.
- 7.5 All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed.
- 7.6 Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

SECTION 8 – APPEARANCE GUIDELINES

8.1 General Appearance Guidelines:

- 8.1.1 Due to the nature of the work, local climate and hygiene; regular bathing, frequent handwashing, clean, neat hair, and the use of an antiperspirant or deodorant is required. For the same reasons, the use of strong, heavy scents and fragrances is not permitted.
- 8.1.2 Any material (used as an overlay, insert, etc.) that gives an unnatural appearance to teeth is unacceptable. Orthodontia is acceptable.
- 8.1.3 Nails must be clean and trimmed; charms/decals on nails are unacceptable.
- 8.1.4 Extreme hairstyles and/or extreme hair ornaments detract from a professional appearance and are unacceptable. If hair color is altered, it must appear natural. Artificial hair, meeting these requirements, is acceptable.
- 8.1.5 Shaving of the eyebrows is not permitted.
- 8.1.6 Visible tattoos are not acceptable. Tattoos must be discreetly and completely covered at all times.
- 8.1.7 Jewelry may not be worn in any visible piercing(s), other than ear piercing for female employees as specifically allowed below. Jewelry worn in non-visible piercing(s) that poses a safety risk due to uniform/equipment designs and/or job responsibilities will not be permitted.

8.2 Female Employees:

- 8.2.1 Conservative braided hairstyles without beads or ornamentation are acceptable provided they are not distracting or extreme.
- 8.2.2 Under-arms and legs, when visible, are to be clean-shaven.
- 8.2.3 Makeup may be used to enhance one's appearance. The products shall be blended to create a natural look. Extremes in color choices or application techniques detract from a professional appearance and are not acceptable.
- 8.2.4 Jewelry, if worn, shall be unobtrusive and in good business taste. Any jewelry that jangles, rattles or makes noise is unacceptable.
- 8.2.5 Two earrings in each ear worn in the earlobe are acceptable. Earrings must not exceed the size of a quarter. Spacers or gauges are unacceptable.

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- 8.2.6 Necklaces (a maximum of two), bracelets and/or watch are acceptable.
- 8.2.7 One ring on each hand is acceptable (a wedding set is considered one ring).
- 8.2.8 Ankle bracelets are unacceptable.
- 8.2.9 Nail polish, if used, shall be clear or in a red, rose, peach, beige or natural tone.
- 8.2.10 Skirt lengths shall range from three (3) inches above the top of the kneecap to the mid-point of the anklebone. Slits, kick pleats, and buttoned or snapped closures should not exceed five inches above mid-knee.
- 8.2.11 Trousers lengths shall range from the mid-point of the anklebone to the bottom of the instep.
- 8.2.12 Attire should be appropriate for a security environment.

8.3 Male Employees:

- 8.3.1 Employees are permitted to have a fully grown-in beard unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth of an inch. A well-groomed beard has a defined cheek line and neckline, which is trimmed neatly. The neck must be shaven. Shaping to extreme styles is not permitted. A non-shaven, stubble beard is not acceptable. The beard must connect to an appropriately grown mustache.
- 8.3.2 Mustaches are permitted, but must be neatly trimmed, never appearing bushy or unkempt. Mustaches must extend to the corners of the mouth but shall not extend onto or over the upper lip nor beyond or below the corners of the mouth.
- 8.3.3 Goatees (or circle beards) are permitted unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth of an inch. A goatee should be fully grown-in under the bottom lip and symmetrical on both sides. Shaping to extreme styles is not permitted. If a goatee is grown, it must connect to an appropriately grown mustache.
- 8.3.4 Sideburns must be kept neatly trimmed and the bottom edge may not extend beyond the bottom of the earlobe.
- 8.3.5 Hair must be neatly cut and tapered on the back and sides, forming a smooth, symmetrical appearance so that it does not extend beyond or cover any part of the ears or shirt collar. The overall style must be neat, natural and balanced proportionally.
- 8.3.6 A shaved head is permitted, as well as a very short military-style cut.
- 8.3.7 Tucking hair behind the ears, pinning it under or tucking it under a hat to conceal an unacceptable hairstyle will not be permitted.
- 8.3.8 No more than one ring per hand may be worn. Necklaces and earrings are unacceptable.
- 8.3.9 Trousers shall extend to the bottom of the ankle.

SECTION 9 – EQUIPMENT

9.1 CONTRACTOR-FURNISHED EQUIPMENT:

The Contractor is responsible for providing the following equipment, the cost of which is included in the fee:

- Uniforms as agreed upon by the Owner
- Cellular phone devices, as needed, for additional communication
- Ear pieces
- Truck for offsite roving patrol to include cost of gas
- System allowing for Security Check points and reporting

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9.2 OWNER-FURNISHED EQUIPMENT:

- The Owner is responsible for providing the following at no cost to the Contractor:
- Radios
- Computer for Administration area
- Computers for camera monitoring
- VOIP Phone line telephone at Administration and the Camera Room
- Office space onsite for Contractor in camera monitoring room
- Pargos

9.3 Contractor understands and acknowledges that it shall be responsible for reimbursement of costs associated with repair or replacement of the above listed equipment if such equipment is damaged or lost as a result of Contractor's negligence.

SECTION 10 – HOURLY WAGE RATES AND RATE SCHEDULE

10.1 Hourly Wage Rates for Rate Schedule:

10.1.1 Billable hourly rates for straight time and holidays are based on a 40-hour work week. Overtime rates apply for each hour worked during a given week in excess of 40 hours. Overtime shall be pre-approved in writing by the Owner's Designated Representative. Overtime worked absent the written pre-approval of the Owner's Designated Representative shall be non-compensable.

10.1.2 Hours of contract only paid when shift covered and hours worked for position.

10.1.3 One Relief (Breaker) officer shall be covered in the 17 ½ hours per shift and CFTOD will not be charged for this position.

- There is one Relief (Breaker) covered in the rate schedule for eight (8) hours. However, eight (8) hours will not cover breaking both day and swing shift when you have 9-10 posted positions per day and the swing needing to receive a break. The Contractor will be responsible for covering the additional breaker hours.

10.1.4 Minimum Wage Schedule:

Position	Minimum Wage
Security Officers(Breaker, Node, Rover & Camera Room)	\$17.00/hr
Leads	\$18.00/hr
3rd Shift Officers- When working 3 rd shift	\$18.00/hr
Administration	\$18.00/hr
Supervisor	Salaried \$60,000/yr

10.1.5 The foregoing billing rates include, without limitation:

- The employee's **hourly rate**, defined as the actual hourly compensation paid by the Contractor to its employee; and
- **Employee burden**, defined as, but not limited to, all applicable state and federal payroll taxes such as social security, unemployment and disability insurance, and worker's compensation insurance; medical and group life insurance benefits; vacation; holidays; sick time; pension and ESOP plans; and other company benefits; and
- **Overhead**, defined as, but not limited to, rental/mortgage expenses for office space, utilities, liability insurance, office supplies (including, but not limited to, faxes, telephone calls, computer usage, postage and copies) and all other company overhead business expenses; and
- **Profit**

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10.2 Rate Schedule

RATE SCHEDULE FOR YEAR 1 (12/05/2023 to 09/30/2024)

Item	Description	Hours Per Day	Hours Per Year at Regular Rate	Hours Per Year at Holiday Rate	Hourly Regular Rate	Yearly Regular Rate	Hourly Holiday Rate	Yearly Holiday Rate
YEAR 1 (10 Months)								
1.1	Lime Node	17.5	5,145	105.0	\$25.50	\$131,197.50	\$34.00	\$3,570.00
1.2	Lime Rover	17.5	5,145	105.0	\$25.50	\$131,197.50	\$34.00	\$3,570.00
1.3	Orange West Node	17.5	5,145	105.0	\$25.50	\$131,197.50	\$34.00	\$3,570.00
1.4	Orange East Node	17.5	5,145	105.0	\$25.50	\$131,197.50	\$34.00	\$3,570.00
1.5	Orange Rover	17.5	5,145	105.0	\$25.50	\$131,197.50	\$34.00	\$3,570.00
1.6	Grapefruit Node	17.5	5,145	105.0	\$25.50	\$131,197.50	\$34.00	\$3,570.00
1.7	Grapefruit Rover	17.5	5,145	105.0	\$25.50	\$131,197.50	\$34.00	\$3,570.00
1.8	Camera Room 1	17.5	5,145	105.0	\$25.50	\$131,197.50	\$34.00	\$3,570.00
1.9	Camera Room 2	17.5	5,145	105.0	\$25.50	\$131,197.50	\$34.00	\$3,570.00
1.10	Breaker	8	2,352	48	\$25.50	\$59,976.00	\$34.00	\$1,632.00
1.11	3rd Shift Security 1	8	2,352	48	\$26.50	\$62,328.00	\$35.50	\$1,704.00
1.12	3rd Shift Security 2	8	2,352	48	\$26.50	\$62,328.00	\$35.50	\$1,704.00
1.13	3rd Shift Security 3	8	2,352	48	\$26.50	\$62,328.00	\$35.50	\$1,704.00
1.14	Security Supervisor	10 Hours, 5 Days Week	2,080	60	\$32.10	\$66,768.00	\$46.53	\$2,791.80
1.15	Security Supervisor 2	9 Hours, 5 Days Week	1,872	54	\$32.10	\$60,091.20	\$46.53	\$2,512.62
1.16	Admin	10 Hours, 5 Days Week	2,080	60	\$26.50	\$55,120.00	\$35.50	\$2,130.00
YEAR 1 – 10 MONTHS (12/05/2023 to 09/30/2024)					\$1,609,716.70		\$46,308.42	
YEAR 1 TOTAL (Regular and Holiday Rates)					\$1,656,025.12			

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RATE SCHEDULE FOR YEAR 2 (10/01/2024 to 09/30/2025)

Item	Description	Hours Per Day	Hours Per Year at Regular Rate	Hours Per Year at Holiday Rate	Hourly Regular Rate	Yearly Regular Rate	Hourly Holiday Rate	Yearly Holiday Rate
YEAR 2 (12 Months)								
2.1	Lime Node	17.5	6,265	122.5	\$26.00	\$162,890.00	\$34.68	\$4,248.30
2.2	Lime Rover	17.5	6,265	122.5	\$26.00	\$162,890.00	\$34.68	\$4,248.30
2.3	Orange West Node	17.5	6,265	122.5	\$26.00	\$162,890.00	\$34.68	\$4,248.30
2.4	Orange East Node	17.5	6,265	122.5	\$26.00	\$162,890.00	\$34.68	\$4,248.30
2.5	Orange Rover	17.5	6,265	122.5	\$26.00	\$162,890.00	\$34.68	\$4,248.30
2.6	Grapefruit Node	17.5	6,265	122.5	\$26.00	\$162,890.00	\$34.68	\$4,248.30
2.7	Grapefruit Rover	17.5	6,265	122.5	\$26.00	\$162,890.00	\$34.68	\$4,248.30
2.8	Camera Room 1	17.5	6,265	122.5	\$26.00	\$162,890.00	\$34.68	\$4,248.30
2.9	Camera Room 2	17.5	6,265	122.5	\$26.00	\$162,890.00	\$34.68	\$4,248.30
2.10	Breaker	8	2,864	56	\$26.00	\$74,464.00	\$34.68	\$1,942.08
2.11	3rd Shift Security 1	8	2,864	56	\$27.00	\$77,328.00	\$36.21	\$2,027.76
2.12	3rd Shift Security 2	8	2,864	56	\$27.00	\$77,328.00	\$36.21	\$2,027.76
2.13	3rd Shift Security 3	8	2,864	56	\$27.00	\$77,328.00	\$36.21	\$2,027.76
2.14	Security Supervisor	10 Hours, 5 Days Week	2,530	70	\$32.74	\$82,832.20	\$47.46	\$3,322.20
2.15	Security Supervisor 2	9 Hours, 5 Days Week	2,277	63	\$32.74	\$74,548.98	\$47.46	\$2,989.98
2.16	Admin	10 Hours, 5 Days Week	2,530	70	\$27.00	\$68,310.00	\$36.21	\$2,534.70
YEAR 2 – 12 MONTHS (10/01/2024 to 09/30/2025)					\$1,998,149.18		\$55,106.94	
YEAR 2 TOTAL (Regular and Holiday Rates)					\$2,053,256.12			

Exhibit A
SCOPE OF SERVICES AND RATE SCHEDULE
Contract No. C006441

RATE SCHEDULE FOR YEAR 3 (10/01/2025 to 09/30/2026)

Item	Description	Hours Per Day	Hours Per Year at Regular Rate	Hours Per Year at Holiday Rate	Hourly Regular Rate	Yearly Regular Rate	Hourly Holiday Rate	Yearly Holiday Rate
YEAR 3 (12 Months)								
3.1	Lime Node	17.5	6,265	122.5	\$26.52	\$166,147.80	\$35.37	\$4,332.83
3.2	Lime Rover	17.5	6,265	122.5	\$26.52	\$166,147.80	\$35.37	\$4,332.83
3.3	Orange West Node	17.5	6,265	122.5	\$26.52	\$166,147.80	\$35.37	\$4,332.83
3.4	Orange East Node	17.5	6,265	122.5	\$26.52	\$166,147.80	\$35.37	\$4,332.83
3.5	Orange Rover	17.5	6,265	122.5	\$26.52	\$166,147.80	\$35.37	\$4,332.83
3.6	Grapefruit Node	17.5	6,265	122.5	\$26.52	\$166,147.80	\$35.37	\$4,332.83
3.7	Grapefruit Rover	17.5	6,265	122.5	\$26.52	\$166,147.80	\$35.37	\$4,332.83
3.8	Camera Room 1	17.5	6,265	122.5	\$26.52	\$166,147.80	\$35.37	\$4,332.83
3.9	Camera Room 2	17.5	6,265	122.5	\$26.52	\$166,147.80	\$35.37	\$4,332.83
3.10	Breaker	8	2,864	56	\$26.52	\$75,953.28	\$35.37	\$1,980.72
3.11	3rd Shift Security 1	8	2,864	56	\$27.54	\$78,874.56	\$36.93	\$2,068.08
3.12	3rd Shift Security 2	8	2,864	56	\$27.54	\$78,874.56	\$36.93	\$2,068.08
3.13	3rd Shift Security 3	8	2,864	56	\$27.54	\$78,874.56	\$36.93	\$2,068.08
3.14	Security Supervisor	10 Hours, 5 Days Week	2,530	70	\$33.39	\$84,476.70	\$48.41	\$3,388.70
3.15	Security Supervisor 2	9 Hours, 5 Days Week	2,277	63	\$33.39	\$76,029.03	\$48.41	\$3,049.83
3.16	Admin	10 Hours, 5 Days Week	2,530	70	\$27.54	\$69,676.20	\$36.93	\$2,585.10
YEAR 3 – 12 MONTHS (10/01/2025 to 09/30/2026)					\$2,038,089.09		\$56,204.02	
YEAR 3 TOTAL (Regular and Holiday Rates)					\$2,094,293.11			
CONTRACT TOTAL (3-YEARS)					\$5,803,574.35			

End of Exhibit A

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006441

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 - I. General Safety Requirements, Contractor Parking and Access, Break Areas
 - II. Construction Site Minimum Personal Protective Equipment (“PPE”) and Clothing Requirements
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 - V. Confined Spaces
 - VI. Hazardous and Chemical Waste Disposal
 - VII. Electrical Safety Policy
 - VIII. Lock out / Tag out
 - IX. Fall Protection
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 - XI. Ladders
 - XII. Trenching and Excavation
 - XIII. Utility Locates
 - XIV. Mobile Cranes
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 - XVI. Diving Operations
 - XVII. Reserved

(i) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property.

All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan (“PSSP”), a hazard analysis, pre-task

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planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Reedy Creek Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, “vaping”, and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (“AWPs”) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle (“PTV”) if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane.

Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner’s expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trash cans must be provided for the disposable cups and/or bottles.

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Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (“ACM”) and/or Presumed Asbestos-Containing Materials (“PACM”), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification

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pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

C. CHLOROFLUOROCARBONS (“CFCs”)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (“CFCs”) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor’s work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space (“PRCS”), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space (“PRCS”) entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor’s Project Specific Safety Plan (“PSSP”). In support of the Contractor’s preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner’s experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor’s personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner’s job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

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Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

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VII. ELECTRICAL SAFETY POLICY

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

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

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment ("PPE") and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6') of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing ("FRC").

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

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

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

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A **flash protection boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

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

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

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

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If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which

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results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a “STOP WORK” condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards (“SRLs”) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn’t feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer’s instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor’s qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System (“PFAS”), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25’).

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5’) or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6’) or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (“PFDs”) are not required.

X. AERIAL WORK PLATFORMS (“AWP”)

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner’s request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP’s that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as “out of service” the vehicle shall not to be operated until it has been repaired.

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The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer's capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006441

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006441

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services ("RCES") between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

Obtain a completed locate ticket through Sunshine State One Call of Florida ("SSOCOF") by calling 811.

Call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office.

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office.

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

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SPECIAL CONTRACT CONDITIONS
Contract No. C006441

Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (“NCCCO”).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water’s edge, Ground Bearing Pressures (“GBP”) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

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All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems.

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (“PPE”) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006441

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.
Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.
- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B



“DON’T SETTLE FOR SECOND BEST, LET US PROTECT YOUR BUSINESS AND ASSETS”

***Proposal for Security
Guard Services***

**License B 2700109
License B 1400260**

Office (407) 542-1529 Cell: (407) 791-6113

618 E. South Street Suite 500

Orlando, Florida 32801

Web: fsa-security.com Email: info@fsa-security.com

MISSION STATEMENT

To provide quality security services in a competent and efficient manner, with the overall goal to deter crime against persons and property.

COMPANY PHILOSOPHY

Our aim is to provide clients with high-quality security and services. Providing good service means taking the time to listen. We work with our clients every step of the way to make sure quality services are received on a consistent basis. Our business is client-oriented, and we maintain strict confidentiality.

We only have one chance to make a good first impression. We believe in best serving our clients and the public by developing a team of committed and knowledgeable professionals who provide quality security service that meets the need the first time in a prompt, courteous, and competent manner.

The Fidelity Security Agency also known as FSA provides its clients with certified, licensed, insured, and bonded Security Officers for over 16 years. Each Security Professional is screened to the standards of the United States Government Secret Clearance Program.

- I. Our pre-employment background investigation far exceeds that of most police department jurisdictions. Furthermore, our personnel all submit to a battery of aptitude tests, a 5- panel drug screening, and extensive in- service training regarding criminal law and defensive tactics. Prior to a

commencement of investment with Fidelity Security, we will provide you with a full profile shot of our company's policy and procedures manual.

- II. FSA offers our clients, free of charge, Quality Assurance Personnel (QAP) to ensure strict adherence to our general orders and as well as our clients rules, regulations, and ordinances. Our QAP are utilized as a liaison between FSA and our clients. Additionally, we have supervisors who are on duty 24 hours a day, 365 days per year for our client's convenience and will regularly make spot checks to prevent the issue of complacency. It is our belief that in order to assure the best quality of service that we stand by, we must keep close relationships with our personnel both on and off duty.
- III. At FSA, all of our security guards will be equipped with two-way radios or equivalent to ensure constant communication with our management team.
- IV. At FSA we update our security personnel regularly regarding our client's site and expectations for specific site enhancements in the protection we provide. Personnel are also trained based on new trends in the security industry.

QUALITY ASSURANCE

Our main priority when providing services to clients is to do it with loyalty, competency, and efficiency. We guarantee our services to be top notch and better than the rest of our competitors. Our quality controls we have in place assure that we hire the right people to do the work our clients hire us to do. Providing a high level of customer service is one the core values of our organization. When we provide services for our clients, we are not only representing our company, we are representing the client as well, which is why our security personnel go through various customer service training sessions.

FSA has taken a unique approach to the business of contract security. Many of our competitors employ minimally screened and trained guards. Our approach involves a proactive theory of well-groomed, exceptionally trained uniformed security officers. Our strategy entails several steps to mitigate the possibility of a criminal act, customer complaint, and opportunity for theft of property or injury to persons within the facility. The following is an overview of some of our quality controls:

Applicant Screening

The quality we bring to our clients environment begins long before you see our security officers. Our Management Team at FSA is committed to making the recruitment and training of our personnel the key to our success; in that, we conduct hiring initiatives on a regular basis with over 50 new applicants per month, and with

an average of 5 new appointees. About sixty percent of our applicants are not able to meet our qualifications as we have strict guidelines and expectations when it comes to recruitment. In order to provide the best service, we have to hire the best.

Training

FSA conducts training that exceeds that of any of our competitors' programs. The knowledge of our management team is passed on to our new employees. In addition to the State of Florida mandated certification courses, FSA personnel must attend:

- A. Defensive Tactics Training
- B. 24-hour Patrol Techniques & Criminal Law
- C. Customer Service Seminar
- D. Site Specific Training (hours vary on complexity of site location)

Method

Our uniformed security officers are trained to act as a criminal deterrent by adopting the principles of the C.P.O.P (Community Policy Officer Program) methodology. Simply put, our officers are encouraged to be an approachable source of information to patrons, residents, and employees. Letting the public know that we are there for them generates a feeling of community, safety, and rapport.

Patrol

The placement of our Security Officers is what generally places FSA in the position to confidently describe the implementation of our security officer project as authentic. Our security officers are trained to make visible foot patrols throughout our client's facility in undetermined patterns. We encourage our personnel to interact with your

patrons and employees in addition to standing a fixed post. The purpose of patrol is to continuously monitor the premises of our client and to maintain full visibility to the public. This type of service is the essence of crime deterrence.

Compliance

FSA has developed a theory of “Enforcement through Reinforcement.” Our management, having thirty plus combined years of combined security and law enforcement experience, and has realized that prevention of crime can be accomplished by utilizing tactical approaches, rather than accusations and the traditional methods of our predecessors. The art of verbal judo is commonplace in our organization and has often been effective in deescalating volatile situations, reducing our company’s and client’s exposure to civil actions and frivolous claims.

Uniforms

Our uniformed security officers are outfitted with police-type uniform, reflective polos, and various other styles as requested by our clients. Our corporate general orders, require that our personnel keep their uniforms pressed and cleaned at all times. Their shoes are polished (military-style), men are clean-shaven or beard must be well groomed, with neat haircuts, and our female officers are held to our female uniformed standard (hair worn above the collar, no hanging jewelry, and nails must be neatly trimmed). We pride ourselves on the appearance of our personnel as they represent our company, and you as our client.

24-HOUR CUSTOMER SERVICE

FSA stands above our competitors with our comprehensive pricing scale, developed by in-house staff. FSA provides an open line of communication with our clientele 24/7, 365 days per year. FSA is a client-focused company, and always strives for perfection in reaching for our goals. Our customer service representatives are not salespeople; they are security professionals assigned to light duty or administrative functions. Desk personnel are utilized as watch- Commanders with full authority to make supervisory decisions for Fidelity Security.



EXHIBIT B - Bid Submittal Affidavit

Title: Security Services For CFTOD Properties
Bid #: C006441
Contact: Central Florida Tourism Oversight District
Marsha Malecki, Procurement Manager
mmalecki@rcid.org
(407) 494-8162

SECTION 1. BASE BID

Company Name: Fidelity Security Agency, LLC

We have examined all the bidding documents and the site of the Work, and submit the following bid proposal in which we affirm the following statements:

- A) We will hold our Bid open and valid for ninety (90) days from the date of bid opening per Section 7 of the Invitation to Bid;
- B) We will enter into a Services Agreement on the form provided by the Owner if awarded the contract based on our Bid;
- C) We will perform and complete all Work in strict compliance with the Contract Documents as defined in the Scope of Services;
- D) We will commence and complete the Work in strict accordance to the term identified in the Scope of Services;
- E) We will perform and complete all Base Bid Work for the Lump Sum Fixed Price of:

(Bid in words)

Total for Entire Contract Term

Six million, one hundred sixty one thousand, four hundred sixty two dollars and ninety two cents DOLLARS

(\$6,161,462.92) which covers the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials, and all taxes).

SECTION 2. BID DOCUMENTS and ADDENDUM ACKNOWLEDGEMENT

Our company acknowledges receipt of the Invitation to Bid, and all other bidding documents for the Project including the following Addendums:

Addendum No. 1, dated 08/23/2023.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.

SECTION 3. BIDDER CHECKLIST

- ☒ Bidder acknowledges receipt of all Addenda.
- ☒ Bidder has submitted this complete and signed Bid Affidavit.
- ☒ Bidder has submitted the Client Reference List
- ☒ Bidder has submitted the Bid Pricing Form

SECTION 4. BID AFFIDAVIT; NON-COLLUSION

I, Michael Williams, as a duly authorized employee of the Company, affirm I have executed this Bid with full authority to do so and that the Company has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with above named project with any other Bidder, and;

that all statements contained in our bid and in this affidavit are true and correct, and made with full knowledge that Central Florida Tourism Oversight District relies upon the truth of the statements contained in said Bid, and in the statements contained in this affidavit in awarding a contract for this project.

Affirmed this 28 day of August, 2023.

LEGAL COMPANY NAME:

Fidelity Security Agency, LLC

By: 
(Signature)

Printed Name: Michael Williams

Title: President/CEO

Telephone: 407-791-6113

E-Mail: mike@fsa-security.com

Home Office Address: 618 E. South Street Suite 500 Orlando, Florida 32801



EXHIBIT D – Client Reference List

ITB No.: C006441
Project: Security Services for CFTOD Properties

CLIENT REFERENCE LIST

Please use this form to provide at least two (2) client references for similar services performed.

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC EQUIPMENT/MODELS WORKED ON			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
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INTRODUCTION

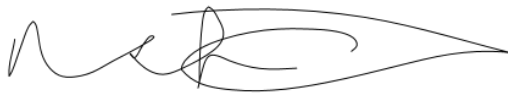
Dear Central Florida Tourism District,

It brings us great pleasure that we are offered an opportunity to submit our proposal to you, our potential future client. We hope that this may be the start of an exciting and productive relationship on what promises to be a worthwhile investment. We have a portfolio of completed and on-going projects with particular emphasis on governmental and commercial projects.

Furthermore, FSA has an unparalleled implementation and training team that delivers in the private security sector. We are confident that your firm will be well suited and we are assured that we can meet your goals, strengths, and aspirations.

Our Management Team respectfully requests that you study our proposal in detail. We are extremely interested in partnering and very much hope that you consider Fidelity Security for all your security needs.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Michael Williams', with a stylized, elongated flourish extending to the right.

Michael Williams, *MPA. MSCyS.*
President/CEO

ABOUT US

With over 16 years of experience, Fidelity Security Agency, LLC is a full service security agency that provides security officers for various industries such as hotels, airports, constructions sites, apartment complexes/condos, hospitals, sporting venues, and various government buildings. We have established our name in the security industry, and the community as a reputable security agency with a wealth of expertise. Some notable locations we have provided security officers are the Kennedy Space Center Visitor Center, Amway Center, Florida Camping World Stadium, the Orlando International Airport, Orange County Courthouse, Orange County Administration Building, Select Specialty Hospital, and various commercial properties.

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-

FIDELITY SECURITY AGENCY, LLC

Security Guard Proposal

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Applicant Screening

The quality we bring to our clients environment begins long before you see our security officers. Our Management Team at FSA is committed to making the recruitment and training of our personnel the key to our success; in that, we conduct hiring initiatives on a regular basis with over 50 new applicants per month, and with

an average of 5 new appointees. About sixty percent of our applicants are not able to meet our qualifications as we have strict guidelines and expectations when it comes to recruitment. In order to provide the best service, we have to hire the best.

Training

FSA conducts training that exceeds that of any of our competitors' programs. The knowledge of our management team is passed on to our new employees. In addition to the State of Florida mandated certification courses, FSA personnel must attend:

- A. Defensive Tactics Training
- B. 24-hour Patrol Techniques & Criminal Law
- C. Customer Service Seminar
- D. Site Specific Training (hours vary on complexity of site location)

Method

Our uniformed security officers are trained to act as a criminal deterrent by adopting the principles of the C.P.O.P (Community Policy Officer Program) methodology. Simply put, our officers are encouraged to be an approachable source of information to patrons, residents, and employees. Letting the public know that we are there for them generates a feeling of community, safety, and rapport.

Patrol

The placement of our Security Officers is what generally places FSA in the position to confidently describe the implementation of our security officer project as authentic. Our security officers are trained to make visible foot patrols throughout our client's facility in undetermined patterns. We encourage our personnel to interact with your

patrons and employees in addition to standing a fixed post. The purpose of patrol is to continuously monitor the premises of our client and to maintain full visibility to the public. This type of service is the essence of crime deterrence.

Compliance

FSA has developed a theory of “Enforcement through Reinforcement.” Our management, having thirty plus combined years of combined security and law enforcement experience, and has realized that prevention of crime can be accomplished by utilizing tactical approaches, rather than accusations and the traditional methods of our predecessors. The art of verbal judo is commonplace in our organization and has often been effective in deescalating volatile situations, reducing our company’s and client’s exposure to civil actions and frivolous claims.

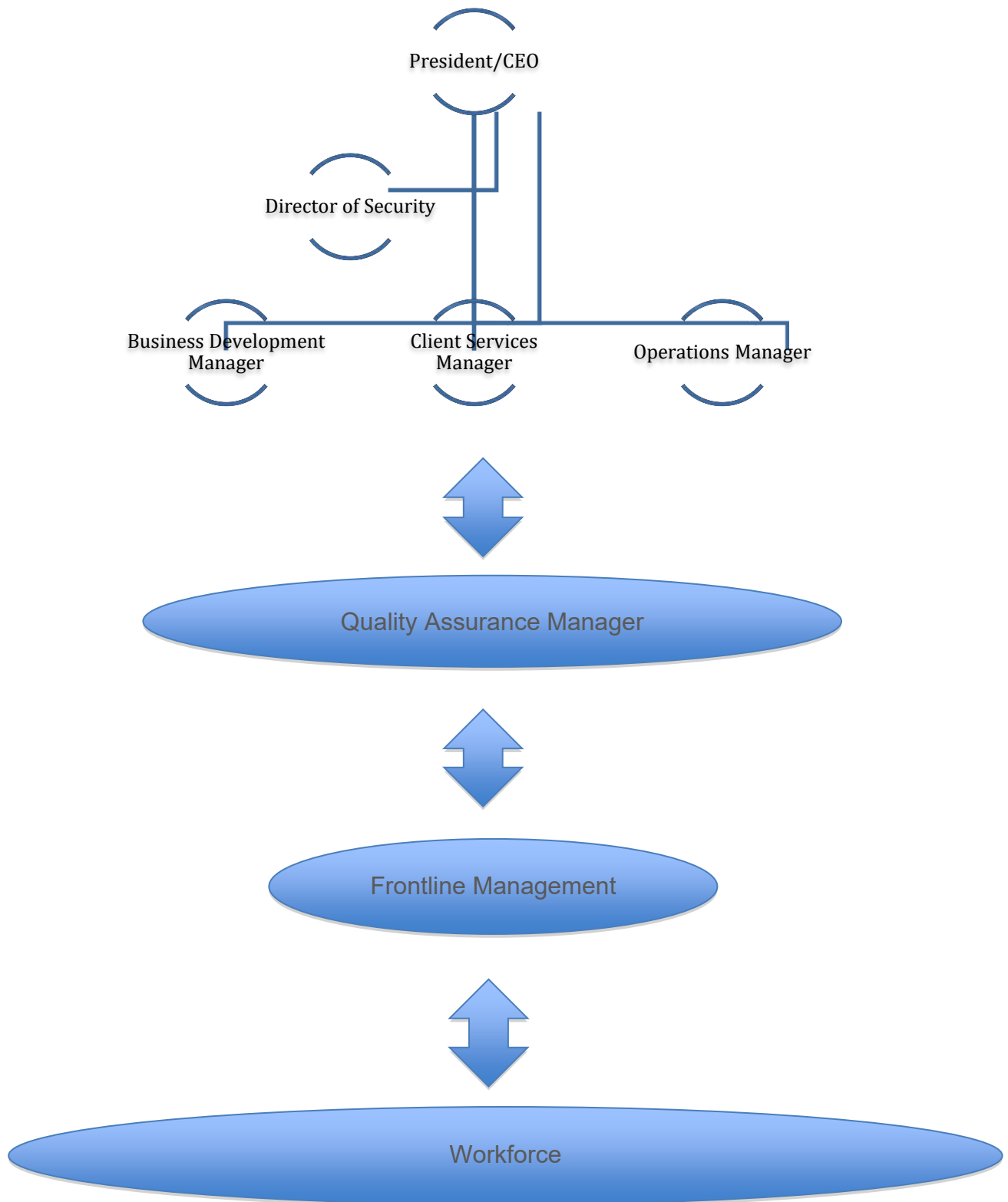
Uniforms

Our uniformed security officers are outfitted with police-type uniform, reflective polos, and various other styles as requested by our clients. Our corporate general orders, require that our personnel keep their uniforms pressed and cleaned at all times. Their shoes are polished (military-style), men are clean-shaven or beard must be well groomed, with neat haircuts, and our female officers are held to our female uniformed standard (hair worn above the collar, no hanging jewelry, and nails must be neatly trimmed). We pride ourselves on the appearance of our personnel as they represent our company, and you as our client.

24-HOUR CUSTOMER SERVICE

FSA stands above our competitors with our comprehensive pricing scale, developed by in-house staff. FSA provides an open line of communication with our clientele 24/7, 365 days per year. FSA is a client-focused company, and always strives for perfection in reaching for our goals. Our customer service representatives are not salespeople; they are security professionals assigned to light duty or administrative functions. Desk personnel are utilized as watch-Commanders with full authority to make supervisory decisions for Fidelity Security.





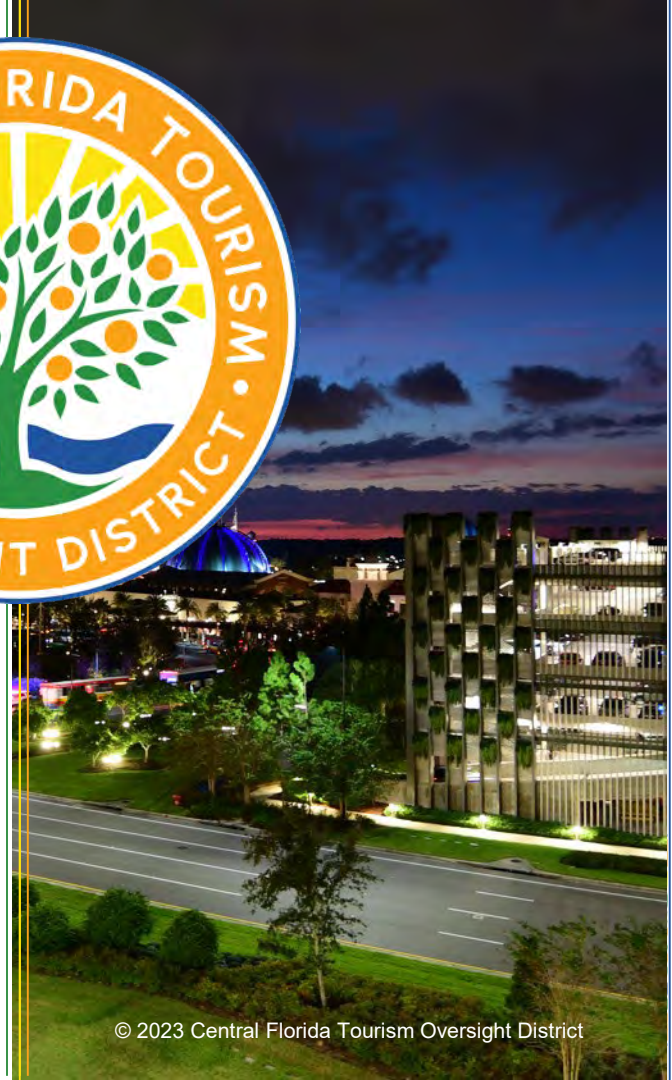
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8.1.f SECURITY SERVICES FOR CFTOD PROPERTIES

(3-year contract with Fidelity Security
Agency, LLC)



November 15, 2023



Security Services for CFTOD Properties

- The District requires annual security services for CFTOD properties including the Administration building and the Grapefruit, Lime and Orange parking garages. Contractor's security personnel will be unarmed and wear military style uniforms.
- Administration building security coverage will include one (1) security officer, 7:30 AM through 5:30 PM, Monday through Friday.
- Shift coverage at the Grapefruit, Lime and Orange parking garages will include nine (9) total security personnel posted, twenty-four (24) hours a day, seven (7) days a week.



Security Services for CFTOD Properties

- On August 18, 2023, Invitation to Bid# C006441 was released for the security services of CFTOD properties including the Administration building and the Grapefruit, Lime and Orange parking garages. The bidders were required to have a valid Class D license issued by the Florida Department of Agriculture.
- Four (4) bids were received as follows:

Vendor's Legal Name	Vendor's Location	Bid Amount
Curtis Protective Services, Inc.	Orlando, Florida (BuyLocal)	\$8,276,151.45
Fidelity Security Agency, LLC	Orlando, Florida (BuyLocal)	\$5,803,574.35
Public Safety International, Inc.	Miami, Florida	\$6,565,010.93
Weiser Security Services, Inc. (withdrawn)	New Orleans, Louisiana	\$5,424,668.60



Security Services for CFTOD Properties

- Funding for this contract is budgeted for FY2024-25 in Account 164-001-5307090-545 in the amount of \$1,656,025.12; FY2025-26 for \$2,053,256.12; and FY2026-27 for \$2,094,293.11.

CONTRACT PRICING SCHEDULE		
Year	Term	Estimated Annual Cost
1	December 5, 2023 - September 30, 2024	\$1,656,025.12
2	October 1, 2024 - September 30, 2025	\$2,053,256.12
3	October 1, 2025 - September 30, 2026	\$2,094,293.11
Estimated Total		\$5,803,574.35



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(g)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
Contract# C006489 Annual Service Agreement for Motorola P25 Public Safety Radio System	
Requested Action	
Approve Agenda Item #8.1(g) a one-year contract with Motorola Solutions Inc. to provide an annual maintenance contract to support communications using the Astro P25 radio system in the amount of \$521,494.20	
Staff Report	
<p>The District owns and maintains a public safety radio system utilized by users in four departments including the Fire Department, Building & Safety, Parking Operations, and Reedy Creek Energy Services. This annual maintenance contract provides maintenance for:</p> <ul style="list-style-type: none">• 1 Master site• 1 Prime site• 3 Simulcast RF sites• 30 channels/stations• 3 Dispatch centers• 13 MCC7500 Dispatch consoles	
Additional Analysis	
<p>The Fire Department is requesting approval of Contract# C006489 utilizing Motorola Solutions to provide maintenance service for the District's Motorola P25 radio system. The term for services is from <u>October 01, 2023</u> to <u>September 30, 2024</u>.</p>	
Fiscal Impact Summary	
<p>Funding for this purchase has been budgeted for FY2024-25 in Operating Expense Account# 120-530-5307805 in the amount of \$525,000</p>	
Exhibits Attached	
<ol style="list-style-type: none">1. Board Report2. Contract	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Contract# C006489 Annual Service Agreement for Motorola P25 Public Safety Radio System

Presented by: Eric Ferrari, Acting Fire Chief

Department: Fire Department

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(g) a one-year contract with Motorola Solutions Inc. to provide an annual maintenance contract to support communications using the Astro P25 radio system in the amount of \$521,494.20

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The District owns and maintains a public safety radio system utilized by users in four departments including the Fire Department, Building & Safety, Parking Operations, and Reedy Creek Energy Services. This annual maintenance contract provides maintenance for:

- 1 Master site
- 1 Prime site
- 3 Simulcast RF sites
- 30 channels/stations
- 3 Dispatch centers
- 13 MCC7500 Dispatch consoles

The District's radio system is also part of a multi-zone system that allows the Fire Department to roam on the Orange County public safety radio system and both Orange County Fire/Rescue and Orange County Sheriff's Office to roam on our system to provide enhanced coverage in accordance with state law.

This service agreement will provide network event monitoring, remote technical support, network hardware repair and advanced replacement, security updates, on-site infrastructure response, annual preventative maintenance, and security monitoring. This agreement provides defined priority service and response times to ensure continuity of service and rapid response to critical failures of the system.

FINDINGS AND CONCLUSIONS:

The Fire Department is requesting approval of Contract# C006489 utilizing Motorola Solutions to provide maintenance service for the District's Motorola P25 radio system. The term for services is from **October 01, 2023** to **September 30, 2024**.

FISCAL IMPACT:

Funding for this purchase has been budgeted for FY2024-25 in Operating Expense Account# 120-530-5307805 in the amount of \$525,000.

PROCUREMENT REVIEW:

This purchase has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item will be reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

2023-2024 CFTOD Service Agreement_V2



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2310964
Contract Number: USC000030303
Contract Modifier: R1-SEP-23

Date:11/01/2023

Company Name: CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT

Attn:

Billing Address: PO BOX 690519

City, State, Zip: ORLANDO , FL, 32819

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer # :3010366824

Bill to Tag # :

Contract Start Date :01-Oct-2023

Contract End Date :30-Sep-2024

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	LSV01S01108A	ASTRO SYSTEM ADVANCED PACKAGE --- DISPATCH --- NETWORK EVENT MONITORING --- REMOTE TECHNICAL SUPPORT --- REPAIR AND RETURN WITH ADVANCE EXCHANGE/REPLACEMENT ---SECURITY UPDATE SERVICE --- ONSITE SYS SUPPORT --- ANNUAL PREVENTATIVE MAINTENANCE --- SECURITY MONITORING	\$521,494.20
		Subtotal - Recurring Services	\$43,457.85
		Subtotal - One-Time Event Services	\$0.00
		Total	\$521,494.20
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS: Motorola Advanced Services for Central Florida Tourism Oversight District P25 Radio System. 1 Master Site, 1 Prime Site, 3 Simulcast RF Sites, 30 Channels/Stations, 3 Dispatch Centers, 13 MCC7500 Dispatch Consoles, with MPLS, Multizone functionality.



SERVICE AGREEMENT

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Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	#_____
Remote Security Update Service (RSUS)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	#_____
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	#_____

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1-----Infrastructure / Product / Release Not Supported
- 2-----Tenant or User Restrictions
- 3-----Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Janet Lim

CSM

11/01/23

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2310964
Contract Number: USC000030303
Contract Modifier: R1-SEP-23

Janet Lim

4075740091

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Contract Number : USC000030303
Contract Modifier : R1-SEP-23
Contract Start Date : 01-Oct-2023
Contract End Date : 30-Sep-2024



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2310964
Contract Number: USC000030303
Contract Modifier: R1-SEP-23

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



500 W Monroe Street
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SERVICE AGREEMENT

Quote Number : QUOTE-2310964
Contract Number: USC000030303
Contract Modifier: R1-SEP-23

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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SERVICE AGREEMENT

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

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Quote Number : QUOTE-2310964
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022

ADVANCED SERVICES

1.1 Overview

Motorola Solutions is proposing our Advanced Services for ASTRO® 25 infrastructure, a comprehensive program to sustain the long-term performance of Central Florida Tourism Oversight District's network. Advanced Services consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair with Advanced Replacement.
- Security Update Service.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Security Monitoring.
- Together, these elements will help to avoid operational disruptions and maintain the value of Central Florida Tourism Oversight District's communications investment.

1.2 Advanced Services Element Descriptions

The following sections describe the elements proposed for Central Florida Tourism Oversight District's ASTRO 25 infrastructure.

1.2.1 Network Event Monitoring

Motorola Solutions will continuously monitor Central Florida Tourism Oversight District's ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions assesses each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

1.2.2 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with Central Florida Tourism Oversight District to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

1.2.3 Network Hardware Repair with Advanced Replacement

To restore Central Florida Tourism Oversight District's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain Central Florida Tourism Oversight District's ASTRO 25 network to maintain continued network functionality.

If Central Florida Tourism Oversight District prefers to maintain their existing FRU inventory rather than using Motorola Solutions' depot inventory, Motorola Solutions can provide "loaner" FRUs during the repair process.

1.2.4 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. These updates may inadvertently disrupt ASTRO 25 network operations and functionality.

To minimize cyber risks and software conflicts, Motorola Solutions provides the Security Update Service (SUS). With this service, Motorola Solutions deploys antivirus and operating system security updates on an ASTRO 25 network in a dedicated information assurance lab to test and validate them for use with ASTRO 25 networks.

Motorola Solutions tests whether applying these security updates degrades network service. If an update degrades performance, Motorola Solutions searches for a solution or workaround to address the issue before releasing that update.

With SUS, Motorola Solutions will install tested updates on Central Florida Tourism Oversight District's ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

1.2.5 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Central Florida Tourism Oversight District's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

1.2.6 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

1.2.7 Security Monitoring

Increased network activity, reduced performance, and loss in functionality may be symptoms of malicious software intrusion. Motorola Solutions will continuously monitor Central Florida Tourism Oversight District's ASTRO 25 network for attempts to compromise the network. Security Monitoring tools will collect automatic alerts from network firewalls, intrusion detection systems (IDS), Syslog, and anti-malware systems. Motorola Solutions security personnel will evaluate if that alert indicates there is an active cybersecurity threat. If personnel find a potential threat, Motorola Solutions will alert Central Florida Tourism Oversight District's.

1.3 Motorola Solutions Service Delivery Ecosystem

Advanced Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Central Florida Tourism Oversight District's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

1.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among Central Florida Tourism Oversight District, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

1.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive

maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

1.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide Central Florida Tourism Oversight District with a central repair location. This will eliminate the need to send network infrastructure equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Central Florida Tourism Oversight District's representatives to check repair status, from inbound shipment to return.

1.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be Central Florida Tourism Oversight District's key point of contact for the definition and administration of services. The CSM will work with Central Florida Tourism Oversight District to define service delivery details to address Central Florida Tourism Oversight District's specific priorities.

1.3.5 MyView Portal

To provide Central Florida Tourism Oversight District's with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 1-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, Central Florida Tourism Oversight District's Central Florida Tourism Oversight District's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

1.4 PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Table 1-11 describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 1-11: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Critical P1	<p>Core: Core server or core link failure. No redundant server or link available.</p> <p>Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p>Security Features: Security is non-functional or degraded.</p> <p>Alarm Events: Door, motion, intrusion, power failure, or environmental alarms triggered.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
High P2	<p>Core: Core server or link failures. Redundant server or link available.</p> <p>Consoles: Between 20% and 40% of a site's console positions down.</p> <p>Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater.</p> <p>Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available.</p> <p>Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
Medium P3	<p>Consoles: Up to 20% of a site's console positions down.</p> <p>Conventional Channels: Single channel down. Redundant gateway available.</p> <p>Network Elements: Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 8 hours of receiving dispatch notification.</p>
Low P4	<p>Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</p>	<p>Response provided during normal business hours.</p> <p>Motorola Solutions will acknowledge and respond within 1 Business Day.</p>	Not applicable.

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(h)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006379-Class I Waste Disposal	
Requested Action	
Approve five-year contract with A.C.M.S. Inc, d/b/a Heart of Florida Landfill for Class I waste disposal with an approximate expenditure of \$10,358,250.	
Staff Report	
Customers within the District's boundary produce approximately 75,000 tons of Class I waste annually and are billed monthly for their individual usage by the frequency and the number of tons generated. Customer solid waste is collected by trucks operated by Reedy Creek Energy Services' personnel and brought daily to the Solid Waste Transfer Station located at 2264 South Service Lane, Lake Buena Vista, FL. An outside vendor picks up the waste from the transfer station 365 days a year, and delivers it to the contracted landfill. This award is for the cost of landfill disposal only.	
Additional Analysis	
On April 30, 2023, Invitation to Bid # C006379 was released as a dual services bid for the transport and disposal of Class I waste. The bidders had the ability to either bid on the transport services, the landfill services, or both. After analysis of the bids, it was determined to be more advantageous to make a split award, with the transport going to Walpole on another contract, and the disposal going to A.C.M.S. Inc.	
Fiscal Impact Summary	
Funding for this contract is budgeted for FY2024-25 in Account 335-107-5307005-000 (Landfill Fees) in the amount of \$1,912,500; FY2025-26 for \$1,989,000; FY2026-27 for \$2,068,500; FY2027-28 for \$2,151,000; and for FY2027-28 in the amount of \$2,237,250.	
Exhibits Attached	
<ol style="list-style-type: none">1. Board Report2. Itemized Bid Tabulation3. Contract4. Winning Bid5. Presentation	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Bid# C006379-Class I Waste Disposal in the amount of \$10,039,500

Presented By: Christine Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(h) Contract# C006379 for a five-year contract for Class I waste disposal using the A.C.M.S Inc., d/b/a Heart of Florida landfill with an approximate expenditure of \$10,039,500

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released: 04/30/2023

BACKGROUND:

Customers within the District's boundary produce approximately 75,000 tons of Class I waste annually and are billed monthly for their individual usage by the frequency and the number of tons generated. Customer solid waste is collected by trucks operated by Reedy Creek Energy Services' personnel and brought daily to the Solid Waste Transfer Station located at 2264 South Service Lane, Lake Buena Vista, FL. An outside vendor picks up the waste from the transfer station 365 days a year, and delivers it to the contracted landfill. This award is for the cost of landfill disposal only.

FINDINGS AND CONCLUSIONS:

On April 30, 2023, Invitation to Bid # C006379 was released as a dual services bid for the transport and disposal of Class I waste. The bidders had the ability to either bid on the transport services, the landfill services, or both. After analysis of the bids, it was determined to be more advantageous to make a split award, with the transport going to Walpole on another contract, and the disposal going to A.C.M.S. Inc.

For the disposal service, three (3) bids were received. Also included for pricing comparison is the cost of disposal at the Orange County Landfill. The bids were as follows:

Vendor's Legal Name	Vendor City/State	Ton Price
A.C.M.S.* Heart of Florida Landfill (Sumter County)	Woodlands, TX*	\$25.50 ton
Waste Connections of Florida JED Landfill, Holopaw (Osceola County)	Woodlands, TX	\$26.50 ton
Waste Management Inc. of Florida Okeechobee Landfill (Okeechobee County)	Houston, TX	\$37.00 ton
Orange County Landfill	Orlando, FL	\$38.60 ton

*Waste Connections subsidiary

A.C.M.S. Inc. was the lowest responsive and responsible bidder. Outsourcing this service is the only means of waste disposal.

The Utilities Services department is requesting approval of Contract# C006379 with A.C.M.S. Inc. for the disposal of all the District's Class I solid waste. Staff recommends approving the contract for the period of **December 01, 2023** through **September 30, 2028**.

FISCAL IMPACT:

Funding for this contract is budgeted for FY2024-25 in Account 335-107-5307005-000 (Landfill Fees) in the amount of \$1,593,750; FY2025-26 for \$1,989,000; FY2026-27 for \$2,068,500; FY2027-28 for \$2,151,000; and for FY2027-28 in the amount of \$2,237,250.

Contract Pricing Schedule				
YR	Term	Cost per Ton	Est. Annual Tons	Est. Annual Cost
1	December 1, 2023 - September 30, 2024	\$25.50	62,500	\$1,593,750
2	October 1, 2024 - September 30, 2025	\$26.52	75,000	\$1,989,000
3	October 1, 2025 - September 30, 2026	\$27.58	75,000	\$2,068,500
4	October 1, 2026 - September 30, 2027	\$28.68	75,000	\$2,151,000
5	October 1, 2027 - September 30, 2028	\$29.83	75,000	\$2,237,250
Estimated Total				\$10,039,500

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – A.C.M.S. Inc. (PDF)

ACMS Submitted Bid

C006379 Class I Waste Transport and Disposal Services Bid Sourcing List

VENDOR	HOME OFFICE ADDRESS	CONTACT NAME	CONTACT EMAIL
C&F Transportation, LLC	Altamonte Springs, FL		candftransportation@gmail.com
Kissimmee B-Logistic Services, Inc.	Orlando, FL	Juan Ayala	juan@kbls.us
Lake Trucking	Leesburg, FL	Ted Brozanski	ted@laketrucking.com
C&W Global, Inc.	Winter Garden, FL		
T. Wayne Hill Trucking, Inc.	Bartow, FL	Douglas Hill	twtruckinc@yahoo.com
Walpole, Inc.	Okeechobee, FL	Josh Clay	jclay@walpoleinc.com
Orange County Utilities	Orlando, FL (Benchmark)		
Waste Connections of Florida, Re: JED Landfill	Woodlands, TX	Ian Boyle	ian.boyle@wasteconnections.com
Waste Connections of Florida, Re: Heart of FL Landfill	Woodlands, TX	Ian Boyle	ian.boyle@wasteconnections.com
Waste Management Inc. of Florida	Houston, TX	Jose Boscan	jboscan@wm.com

CLASS I WASTE DISPOSAL SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the ("Owner")), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **A.C.M.S, Inc.**, (herein referred to as the ("Contractor")), whose mailing address is 835 C.R. 529, Lake Panasoffkee, Florida 33538.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **December 1, 2023** and ending **September 30, 2028**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed. This Agreement may be renewed by mutual written consent of both parties for two (2) additional, three (3) year terms.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. **Agreement.** The Agreement consists of this Services Agreement, the Scope of Services, the Special Contract Conditions, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 7.

b. **Services.** The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 7 of this Agreement, the changed Services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the following List of Exhibits:

i. Exhibit A, Scope of Services, 3 pages

3. BASIS FOR COMPENSATION AND PAYMENTS.**Not to Exceed Fee**

a. Owner shall pay to Contractor, for its Basic Services and in consideration of the terms and conditions of this Agreement, a fee for time reasonably and properly incurred by Contractor in performance of its Basic Services based upon the **Cost per Ton** defined below in the Fee Schedule and incorporated herein by reference plus all Reimbursable Expenses. However, in no event shall the fee exceed **TEN MILLION, THIRTY-NINE THOUSAND, FIVE HUNDRED, AND ZERO ONE-HUNDREDTHS DOLLARS (\$10,039,500.00)**; and the Reimbursable Expenses shall in no event exceed **(N/A)**.

Fee Schedule				
Year	Term	Est. Annual Tons	Cost per Ton	Est. Annual Cost
1	December 1, 2023 - September 30, 2024	62,500	\$25.50	\$1,593,750.00
2	October 1, 2024 - September 30, 2025	75,000	\$26.52	\$1,989,000.00
3	October 1, 2025 - September 30, 2026	75,000	\$27.58	\$2,068,500.00
4	October 1, 2026 - September 30, 2027	75,000	\$28.68	\$2,151,000.00
5	October 1, 2027 - September 30, 2028	75,000	\$29.83	\$2,237,250.00
Not-to-Exceed Total				\$10,039,500.00

b. Payments shall be made monthly for Basic Services incurred. Contractor shall invoice Owner on the first day of each calendar month for Basic Services rendered during the preceding month.

c. Contractor shall provide any and all backup required by Owner in connection with provided services.

d. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.

e. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
C/O: Reedy Creek Energy Services – Utilities Division
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869
All invoices shall be sent to WDW.RCES.Billing@disney.com

f. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.

g. Any increase in cost directly attributable to new or changes in law, regulation, permit or government approval, including any new taxes will be charged as a pass-through expense. The Cost per Ton charged by the Contractor to the Owner shall be adjusted for these aforementioned reasons after the Contractor provides proper documentation of the increase, and with the Owner's approval, which will not be unreasonably withheld. The revised Cost per Ton amount proposed by Contractor and agreed to by Owner will be memorialized in a written amendment to this Agreement and executed by both parties.

h. Owner retains the right to reduce any portion of Contractor's Services at any time.

4. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES.

a. Contractor shall cure all failures to provide service immediately or within any time limits set forth below.

Performance Standard Violation	Liquidated Damages
Failure to meet any reporting or notification requirements of the Agreement by the specified date or within the allowable timeframe unless approved by the Owner's Contracting Officer.	\$100 per report or notification per day for every day after due date
Failure to comply with environmental regulations or laws.	\$500 per occurrence
Failure to maintain all necessary registrations, licenses and permits.	\$500 per occurrence

b. The Owner's Contracting Officer shall provide written notice to the Contractor of the specific performance standard violation and its decision to assess liquidated damages. Liquidated damages shall be deducted from the monthly payment due to the Contractor from Owner the month following when the violation occurred.

c. Time is of the Essence: The Contractor acknowledges that time is of the essence to perform the services specified herein. The work shall be performed regularly, diligently, and uninterrupted, to ensure timely solid waste processing. If Contractor refuses loads, or encounters significant delays in accepting loads, Owner may, at Contractor's expense, use an alternative disposal site.

5. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

6. INSURANCE; INDEMNIFICATION.

a. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.

- ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.
- b. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.
- c. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- d. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- e. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- f. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- g. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

7. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

- a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.
- b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

8. PROTECTION OF PERSONS AND PROPERTY.

- a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all

persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

9. BOOKS AND RECORDS.

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

10. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

11. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion.

Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

12. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor.

a. Any failure to obtain, renew or maintain a governmental approval or license shall be a substantive breach of the contract and shall be cause for immediate termination at the sole option of Owner.

b. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 7, through the date of termination.

13. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

14. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
10450 Turkey Lake Road, Box #690519
Orlando, Florida 32869
Attention: Contracting Officer

If to Contractor: A.C.M.S, INC.
835 C.R. 529
Lake Panasoffkee, FL 33538
Attention: Chad Barber

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. OWNERSHIP OF WORK PRODUCT.

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Article 10 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

b. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

16. LEGAL PROCEEDINGS.

a. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

c. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

17. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all

claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

18. THE OWNER'S REPRESENTATIVES.

Reedy Creek Energy Services, whose designated representative is JASON HERRICK, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

19. PUBLIC RECORDS.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@OVSIGHTDISTRICT.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.

a. THE CONTRACTOR/CONSULTANT SHALL:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor/consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor/consultant or keep and maintain public records required by the public agency to perform the service. If the contractor/consultant transfers all public records to the public agency upon completion of the contract, the contractor/consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor/consultant keeps and maintains public records upon completion of the contract, the contractor/consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. REQUEST FOR RECORDS; NONCOMPLIANCE:

1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor/consultant of the request, and the contractor/consultant must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a contractor/consultant does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
2. A contractor/consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

c. CIVIL ACTION:

1. If a civil action is filed against a contractor/consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor/consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the contractor/consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor/consultant has not complied with the request, to the public agency and to the contractor/consultant.
2. A notice complies with subparagraph (c) ii. if it is sent to the public agency's custodian of public records and to the contractor/consultant at the contractor's/consultant's address listed on its contract with the public agency or to the contractor's/consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

3. A contractor/consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

20. E-VERIFY COMPLIANCE.

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

21. FORCE MAJEURE.

a. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

b. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

c. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

22. NON-FUNDING.

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

23. SCRUTINIZED COMPANIES.

a. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

1. 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 Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:
1. Have falsified its certification herein pursuant to Section 287.135, Florida Statutes, and/or
 2. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statutes subsequent to entering into this Agreement with the Owner.
- e. If this Agreement is terminated by the Owner as provided in paragraph d above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.
- f. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner's termination.
- g. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

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

OWNER

CONTRACTOR

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

A.C.M.S, INC.

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: Martin Garcia

Print Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

Exhibit A
SCOPE OF SERVICES
Contract No. C006379

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to provide disposal of Class I Municipal Solid Waste ("MSW") managed at the Transfer Station. Work includes, but is not limited to:

SECTION 1. DEFINITIONS

- 1.1 Class I Municipal Solid Waste ("MSW")/Class I Waste: Solid waste which is not hazardous waste, and not prohibited from disposal in a lined landfill under Rule 62-701.300, Florida Administrative Code, and generally includes household, commercial, industrial, and agricultural wastes.
- 1.2 Transfer Station: Solid waste transfer, processing and transportation facility.
- 1.3 Disposal Facility: The lawfully permitted solid waste management facility where Contractor will take the Owner's acceptable waste for final disposal.
- 1.4 Acceptable Waste: That portion of the solid waste stream that may be disposed of lawfully in a permitted disposal facility in Florida. In general, acceptable waste includes garbage, household waste, commercial waste, and institutional waste. Acceptable waste does not include hazardous waste (except household hazardous waste and waste from conditionally exempt small quantity generators), hazardous substances, medical waste, special waste, waste tires, construction and demolition debris, yard trash, or other wastes requiring special handling or management.

SECTION 2. FACILITY, LICENSES AND PERMITS

- 2.1 Contractor's Disposal Facility:
Heart of Florida
1032 CO RD 529
Lake Panasoffkee, FL 33538
- 2.2 Contractor Disposal Facility FDEP Permit Number: 0161263-021-SC-01
- 2.3 Permitted Daily Tonnage of Contractor Disposal Facility: No Tonnage Cap/Daily Limitation
- 2.4 The Contractor shall own or have contractual access to a permitted and operational Class I disposal facility with the capacity to receive and dispose of Owner's Class I Solid Waste for the term of the contract.
- 2.5 By entering into a contract with the Owner, the Contractor is guaranteeing the ability to accept and properly dispose Class I Waste at a permitted Class I disposal facility in the State of Florida (as defined and regulated by the U.S. 40 CFR Part 258 and the F.S. 62-701) for the contract term.
- 2.6 Prior to furnishing the requested services, it shall be the responsibility of the Contractor to obtain, at no additional cost to Owner, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be available for review by Owner, upon request.

SECTION 3. DISPOSAL QUANTITY AND CHARACTERISTICS

- 3.1 Owner does not guarantee or give warranty to the estimated quantity (~75,000 annual tons) of MSW, which should be considered an approximation only. Payment to the Contractor will be made per ton, only for the actual quantities of waste transported and disposed in accordance with the Agreement.
- 3.2 The Contractor is responsible disposal of all Class I MSW produced within the Owner's political boundary regardless of quantity. Actual daily requirements, volumes and transport schedules will be determined by the Gas, Water and Waste Resources Manager or their designee to meet the operational needs of Owner's Transfer Station.

Exhibit A
SCOPE OF SERVICES
Contract No. C006379

SECTION 4. OWNER RESPONSIBILITIES

- 4.1 Contract Manager: The designated individual representing the Owner in all matters relating to the implementation of the Services Agreement is Jason Herrick (407-810-6051).
- 4.2 Owner Communications: Owner will contact Contractor's transportation dispatch by telephone or email to communicate MSW transportation needs. Owner will contact Contractor's Service Manager or other designee to communicate transportation issues/complaints.

SECTION 5. DISPOSAL CONTRACTOR RESPONSIBILITIES

- 5.1 Disposal: Contractor shall have the ability to accept, weigh-in, offload, weigh-out, and ticket the Owner MSW loads hauled by Transportation Contractor. Contractor shall be able to receive and offload a single transfer trailer in an average one (1) hour or less.
- 5.2 Contractor Communications: Contractor will respond to any voicemail, texts, or email messages from Owner within two (2) hours.
- 5.3 Hours and Days of Operation: Transportation of MSW from Owner Transfer Station shall occur every day of the year including all holidays, Saturdays, and Sundays. Trailer operation will occur during the operational hours of the Owner Transfer Station, which is 2:00 am to 5:00 pm, seven days per week.
- A minimum of 12 trailers per day during normal operating weeks shall be expected from the Transfer Station. Peak weeks are defined as:
 - Thanksgiving
 - Christmas
 - New Year's Eve
 - Spring Break
 - Easter – both the week before and after
 - Summer – June to August
- 5.4 General Responsibilities:
- Comply with all applicable legal and other requirements.
 - Use state-certified scales and maintain certification during the term of this contract.
 - Prepare and maintain an emergency preparedness and response plan.
 - Properly train all personnel and/or subcontractor personnel.
 - Communicate with interested parties.
 - Maintain control of applicable documents and records.
 - Maintain and provide to Owner all applicable data and performance measures as requested.
 - Participate in corrective and preventive action plans.
 - Comply with all Occupational Safety and Health Act (OSHA) requirements.
 - Follow appropriate safety protocols.
 - The Contractor shall be responsible for customary expenses such as maintaining licenses, certifications; attending contract related meetings, etc.
- 5.5 Documentation: Contractor must have the ability to maintain electronic scale records and provide electronic scale reports on a routine basis, identifying the following information for each load:
- Distinct transport document number of Contracted Transporter.
 - Date of load delivery.
 - Time scaled in and out at the Landfill.
 - Truck number.
 - Trailer number.

Exhibit A
SCOPE OF SERVICES
Contract No. C006379

- 5.6 Contractor shall maintain and allow access to books, records, data, documents, and reports relating to this Agreement for three (3) years following the conclusion or termination of this Agreement.
- 5.7 Reporting: A weekly report must be emailed by close of business on each Tuesday for all loads received and disposed from the previous week.
- The report, preferably in Excel format, must detail ticket information including the name of the Designated Disposal Facility or Alternative Disposal Facility, date and time the load was delivered, net weight in tons, type of material and trailer number.
 - The Excel file and scanned copies of weight tickets and transporter load ticket for each load delivered to the Designated Disposal Facility or delivered to the Alternative Disposal Facility must be emailed to wdw.rces.billing@disney.com
- 5.8 Invoicing: Contractor shall have ability to include contract number, detailed transport document number, associated disposal ticket number, and tonnage on monthly invoices submitted for payment.
- 5.9 Contractor's Contact Telephone Numbers: The Contractor shall provide a dedicated working phone number where Contractor and all its Subcontractors can be contacted at all hours of each day, including holidays.

SECTION 6. REGULATORY ISSUES

- 6.1 Contractor shall comply with all applicable laws, regulations or ordinances imposed by all applicable federal state, regional and local agencies for the transport and disposal of MSW.
- 6.2 All governmental approvals or licenses required by the Scope of Service shall comply with current applicable law, which may be amended in the future. Any failure to obtain, renew or maintain a governmental approval or license shall be a substantive breach of the contract and shall be cause for immediate termination at the sole option of Owner.

SECTION 7. UNACCEPTABLE WASTE

- 7.1 Owner shall not deposit or allow for the deposit of Unacceptable Waste in the Contractor's trailers.
- 7.2 Contractor shall inspect all MSW of Owner received at the Designated Disposal Facility in compliance with Applicable Law.
- 7.3 Contractor may reject waste that is Unacceptable Waste and may revoke acceptance of waste that it ultimately concludes is Unacceptable Waste.
- 7.4 Notwithstanding anything to the contrary contained herein or anywhere else, including Contractor's inspection failing to identify Unacceptable Waste, Owner agrees to be responsible for, and bear all of its actual expenses of remediating, reloading, removing and properly disposing of any waste in connection with this Agreement that is ultimately determined by Contractor to be Unacceptable Waste or Unauthorized Waste hereunder whether or not rejected or revoked by Contractor and shall also be solely responsible and agrees to reimburse Contractor for all penalties, assessments or fees incurred by Contractor as a result thereof.

End of Exhibit A



**ITB C006379: Class I Waste
Disposal Services**

**A.C.M.S., Inc.
Woodlands, TX**

**Waste
Connections
of Florida
Woodlands, TX**

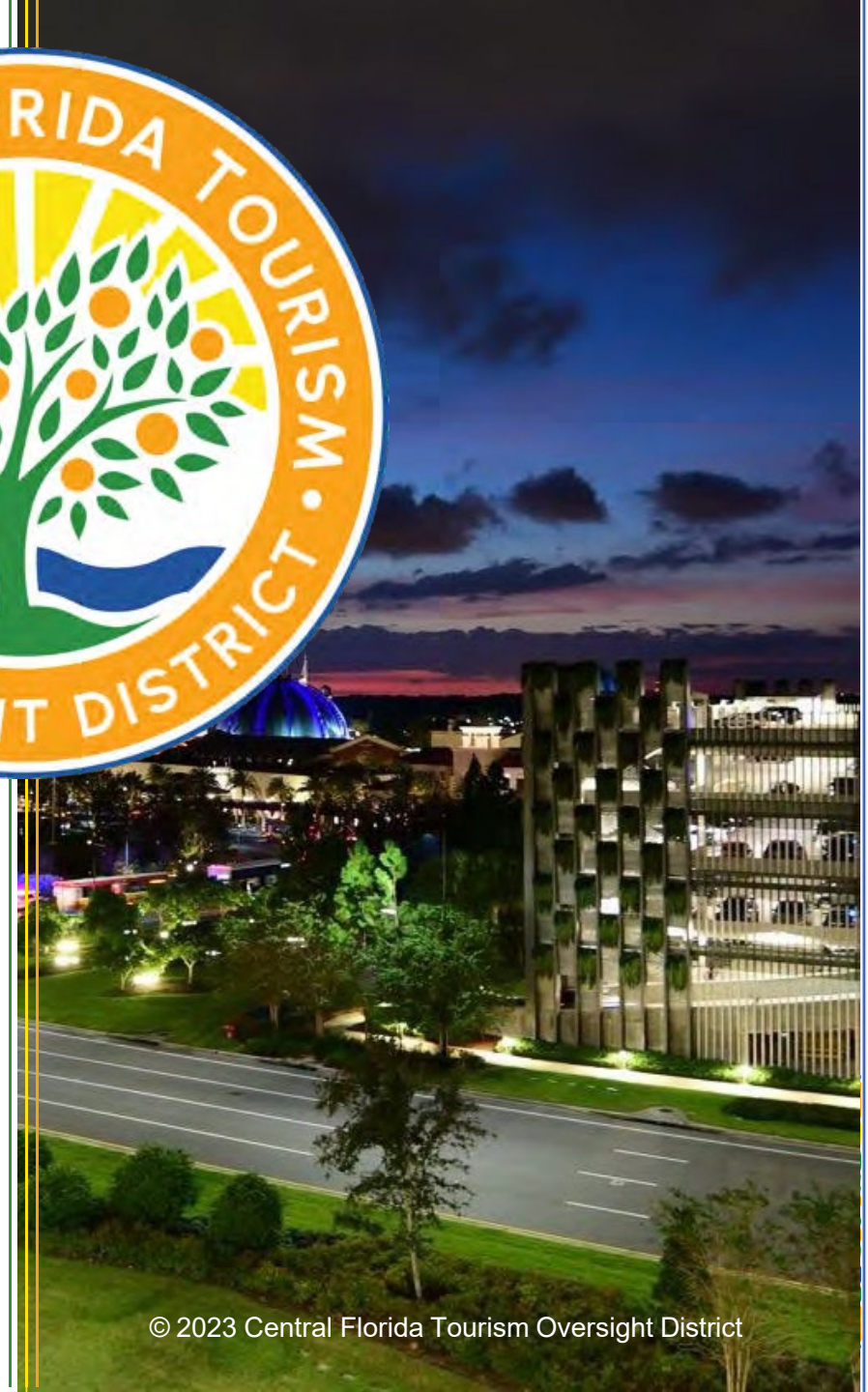
**Waste
Management Inc.
of Florida
Houston, TX**

**Orange County
Landfill
(Benchmark Cost)**

Best & Final Offer Ton Price Per Year Breakout	Est. Yearly Tons	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Disposal Facilities:		Heart of Florida		JED Landfill		Ockeechobee Landfill, Inc.		Orange County Landfill	
Year 1 (Nov. 1 2023 - Sept. 30, 2024)	75,000	\$25.50	\$1,912,500.00	\$26.50	\$1,987,500.00	\$37.00	\$2,775,000.00	\$38.60	\$2,895,000.00
Year 2 (Oct. 1, 2023 - Sept. 30, 2025)	75,000	\$26.52	\$1,989,000.00	\$27.56	\$2,067,000.00	\$38.48	\$2,886,000.00	\$40.14	\$3,010,500.00
Year 3 (Oct. 1, 2025 - Sept. 30, 2026)	75,000	\$27.58	\$2,068,500.00	\$28.66	\$2,149,500.00	\$40.02	\$3,001,500.00	\$41.75	\$3,131,250.00
Year 4 (Oct. 1, 2026 - Sept. 30, 2027)	75,000	\$28.68	\$2,151,000.00	\$29.81	\$2,235,750.00	\$56.03	\$4,202,250.00	\$43.42	\$3,256,500.00
Year 5 (Oct. 1, 2027 - Sept. 30, 2028)	75,000	\$29.83	\$2,237,250.00	\$31.00	\$2,325,000.00	\$52.27	\$3,920,250.00	\$45.16	\$3,387,000.00
Grand Total		\$ 10,358,250.00		\$ 10,764,750.00		\$ 16,785,000.00		\$ 15,680,250.00	

8.1(h) Class I Waste Disposal Services

(5-year contract with A.C.M.S. Inc., d/b/a
Heart of Florida Landfill)



November 15, 2023

Class I Waste Disposal Services

- Customers within the District's boundary produce approximately 75,000 tons of Class I waste annually and are billed monthly for their individual usage by the frequency and the number of tons generated.
- Customer solid waste is collected by trucks operated by Reedy Creek Energy Services' personnel and brought daily to the Solid Waste Transfer Station located at 2264 South Service Lane, Lake Buena Vista, FL.
- An outside vendor picks up the waste from the transfer station 365 days a year, and delivers it to the contracted landfill. This award is for the cost of landfill disposal only.



Class I Waste Disposal Services

- On April 30, 2023, Invitation to Bid # C006379 was released as a dual services bid for the transport and disposal of Class I waste. The bidders had the ability to either bid on the transport services, the landfill services, or both.
- After analysis of the bids, it was determined to be more advantageous to make a split award, with the transport going to Walpole on another contract, and the disposal going to A.C.M.S. Inc.
- For the disposal service, three (3) bids were received. Also included for pricing comparison is the cost of disposal at the Orange County Landfill. The bids were as follows:

Vendor's Legal Name	Vendor City/State	Ton Price
A.C.M.S.* Heart of Florida Landfill (Sumter County)	Woodlands, TX*	\$25.50 ton
Waste Connections of Florida JED Landfill, St. Cloud (Osceola County)	Woodlands, TX	\$26.50 ton
Waste Management Inc. of Florida Okeechobee Landfill (Okeechobee County)	Houston, TX	\$37.00 ton
Orange County Landfill	Orlando, FL	\$38.60 ton

*Waste Connections subsidiary



Class I Waste Disposal Services

- Funding for this contract is budgeted for FY2024-25 in Account 335- 107- 5307005-000 (Landfill Fees) in the amount of \$1,593,750; FY2025-26 for \$1,989,000.00; FY2026-27 for \$2,068,500.00; FY2027-28 for \$2,151,000.00; and for FY2027-28 in the amount of \$2,237,250.00.

CONTRACT PRICING SCHEDULE				
Year	Term	Cost per Ton	Est. Annual Tons	Est. Annual Cost
1	October 1, 2023 - September 30, 2024	\$25.50	62,500	\$1,593,750.00
2	October 1, 2024 - September 30, 2025	\$26.52	75,000	\$1,989,000.00
3	October 1, 2025 - September 30, 2026	\$27.58	75,000	\$2,068,500.00
4	October 1, 2026 - September 30, 2027	\$28.68	75,000	\$2,151,000.00
5	October 1, 2027 - September 30, 2028	\$29.83	75,000	\$2,237,250.00
Estimated Total				\$10,039,500.00



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(i)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006415 Class I Transport Services	
Requested Action	
Approve for a five-year contract with Walpole, Inc. for Class I transport services with an approximate expenditure of \$7,972,875.	
Staff Report	
<p>Customers within the District’s boundary produce approximately 75,000 tons of Class I waste annually and are billed monthly for their individual usage by the frequency and the number of tons generated. Customer solid waste is collected by trucks operated by Reedy Creek Energy Services’ personnel and brought daily to the Solid Waste Transfer Station located at 2264 South Service Lane, Lake Buena Vista, FL. An outside vendor picks up the waste from the transfer station 365 days a year, and delivers it to the contracted landfill. This award is for the cost of landfill disposal only.</p>	
Additional Analysis	
<p>On April 20, 2023, Invitation to Bid # C006379 was released as a dual services bid for the transport and disposal of Class I waste. The bidders had the ability to either bid on the transport services, the landfill services, or both. After analysis of the bids, it was determined to be more advantageous to make a split award, with the disposal going to A.C.M.S, Inc. on another contract, and the transport going to Walpole, Inc.</p>	
Fiscal Impact Summary	
<p>Funding for this contract is budgeted for FY2024-25 in Account 335-107-5307005-000 (Landfill Fees) in the amount of \$1,265,625; FY2025-26 for \$1,579,500; FY2026-27 for \$1,642,500; FY2027-28 for \$1,708,500; and for FY2027-28 in the amount of \$1,776,750.</p>	
Exhibits Attached	
<ol style="list-style-type: none">1. Board Report2. Itemized Bid Tabulation3. Contract4. Winning Bid5. Presentation	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Contract# C006415-Class I Transport Services in the amount of \$7,972,875.

Presented By: Christine Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(i) Contract# C006415 for a five-year contract for Class I waste transport with Walpole, Inc. with an estimated expenditure of \$7,972,875

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released: 04/20/2023

BACKGROUND:

Customers within the District's boundary produce approximately 75,000 tons of Class I waste annually and are billed monthly for their individual usage by the frequency and the number of tons generated. Customer solid waste is collected by trucks operated by Reedy Creek Energy Services' personnel and brought daily to the Solid Waste Transfer Station located at 2264 South Service Lane, Lake Buena Vista, FL. An outside vendor picks up the waste from the transfer station 365 days a year, and delivers it to the contracted landfill. This award is for the cost of landfill disposal only.

FINDINGS AND CONCLUSIONS:

On April 20, 2023, Invitation to Bid # C006379 was released as a dual services bid for the transport and disposal of Class I waste. The bidders had the ability to either bid on the transport services, the landfill services, or both. After analysis of the bids, it was determined to be more advantageous to make a split award, with the disposal going to A.C.M.S, Inc. on another contract, and the transport going to Walpole, Inc.

For the transport services, three (3) bids were received. Also included for pricing comparison is the cost of transport at the Heart of Florida Landfill. The bids were as follows:

Vendor's Legal Name	Vendor City/State	Ton Price
Walpole, Inc. (Heart of Florida Landfill)	Okeechobee, FL	\$20.25 ton
C&F Transportation, LLC (Heart of Florida Landfill)	Altamonte Springs, FL	\$30.00 ton
C&W Global, Inc. (Heart of Florida Landfill)	Winter Garden, FL	\$22.46 ton

Walpole, Inc. was the lowest responsive and responsible bidder. Outsourcing this service is the only means of waste disposal.

The Utilities Services department is requesting approval of Contract# C006415 with Walpole, Inc. for the disposal of all the District's Class I transport services. Staff recommends approving the contract for the period of **December 01, 2023** through **September 30, 2028**.

FISCAL IMPACT:

Funding for this contract is budgeted for FY2024-25 in Account 335-107-5307005-000 (Landfill Fees) in the amount of \$1,265,625; FY2025-26 for \$1,579,500; FY2026-27 for \$1,642,500; FY2027-28 for \$1,708,500; and for FY2027-28 in the amount of \$1,776,750.

Contract Pricing Schedule				
YR	Term	Cost per Ton	Est. Annual Tons	Est. Annual Cost
1	Dec. 1, 2023 – Sep. 30, 2024	\$20.25	62,500	\$1,265,625
2	Oct. 1, 2024 – Sept. 30, 2025	\$21.06	75,000	\$1,579,500
3	Oct. 1, 2025 – Sept. 30, 2026	\$21.90	75,000	\$1,642,500
4	Oct. 1, 2026 – Sept. 30, 2027	\$22.78	75,000	\$1,708,500
5	Oct. 1, 2027 – Sept. 30, 2028	\$23.69	75,000	\$1,776,750
Estimated Total				\$7,972,875

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.


ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – Walpole, Inc. (PDF)

Walpole, Inc. Submitted Bid

 DISTRICT ITB C006379: Class I Waste Transport Services		Walpole, Inc. Okeechobee, FL		C&F Transportation, LLC Altamonte Springs, FL		C&W Global, Inc. Winter Garden, FL	
BEST & FINAL OFFER TON PRICE PER YEAR BREAKOUT	EST. ANNUAL TONS	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Transport:							
Year 1 (Nov. 1 2023 - Sept. 30, 2024)	68,750	\$20.25	\$1,392,187.50	\$30.00	\$2,062,500.00	\$22.46	\$1,544,125.00
Year 2 (Oct. 1, 2023 - Sept. 30, 2025)	75,000	\$21.06	\$1,579,500.00	\$31.20	\$2,340,000.00	\$23.36	\$1,752,000.00
Year 3 (Oct. 1, 2025 - Sept. 30, 2026)	75,000	\$21.90	\$1,642,500.00	\$32.45	\$2,433,750.00	\$24.29	\$1,821,750.00
Year 4 (Oct. 1, 2026 - Sept. 30, 2027)	75,000	\$22.78	\$1,708,500.00	\$33.75	\$2,531,250.00	\$25.26	\$1,894,500.00
Year 5 (Oct. 1, 2027 - Sept. 30, 2028)	75,000	\$23.69	\$1,776,750.00	\$35.10	\$2,632,500.00	\$26.27	\$1,970,250.00
Grand Total		\$ 8,099,437.50		\$ 12,000,000.00		\$ 8,982,625.00	

*Evaluation for Heart of Florida Landfill pricing comparision

CLASS I WASTE TRANSPORT SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the ("Owner")), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Walpole, Inc.**, (herein referred to as the ("Contractor")), whose mailing address is 269 NW 9th St, Okeechobee, Florida 34972.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **December 1, 2023** and ending **September 30, 2028**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed. This Agreement may be renewed by mutual written consent of both parties for two (2) additional, three (3) year terms.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Services Agreement, the Scope of Services, the Special Contract Conditions, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 7.

b. Services. The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 7 of this Agreement, the changed Services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the following List of Exhibits:

- i. Exhibit A, Scope of Services, 4 pages
- ii. Exhibit B, Special Contract Conditions, 15 pages

3. BASIS FOR COMPENSATION AND PAYMENTS.

Not to Exceed Fee

a. Owner shall pay to Contractor, for its Basic Services and in consideration of the terms and conditions of this Agreement, a fee for time reasonably and properly incurred by Contractor in performance of its Basic Services based upon the **Cost per Ton** defined below in the attached Fee Schedule incorporated herein by reference plus all Reimbursable Expenses. However, in no event shall the fee exceed **SEVEN MILLION, NINE HUNDRED SEVENTY-TWO THOUSAND, EIGHT HUNDRED SEVENTY-FIVE AND ZERO ONE-HUNDREDTHS DOLLARS(\$7,972,875.00)**; and the Reimbursable Expenses shall in no event exceed (N/A).

Fee Schedule (For Transportation from Transfer Station to Heart of Florida Landfill)				
Year	Term	Est. Annual Tons	Cost Per Ton	Estimated Annual Cost
1	December 1, 2023 - September 30, 2024	62,500	\$20.25	\$1,265,625.00
2	October 1, 2024 - September 30, 2025	75,000	\$21.06	\$1,579,500.00
3	October 1, 2025 - September 30, 2026	75,000	\$21.90	\$1,642,500.00
4	October 1, 2026 - September 30, 2027	75,000	\$22.78	\$1,708,500.00
5	October 1, 2027 - September 30, 2028	75,000	\$23.69	\$1,776,750.00
Not-to-Exceed Total				\$7,972,875.00

b. Payments shall be made monthly for Basic Services incurred. Contractor shall invoice Owner on the first day of each calendar month for Basic Services rendered during the preceding month.

c. Contractor shall provide any and all backup required by Owner in connection with the provided services.

d. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.

e. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
C/O: Reedy Creek Energy Services – Utilities Division
Attention: Accounts Payable
P.O. Box 690759
Orlando, Florida 32869
All invoices shall be sent to WDW.RCES.Billing@disney.com

f. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.

g. Any increase in cost directly attributable to new or changes in law, regulation, permit or government approval, including any new taxes will be charged as a pass-through expense. The Cost per Ton charged by the Contractor to the Owner shall be adjusted for these aforementioned reasons after the Contractor provides proper documentation of the increase, and with the Owner's approval, which will not be unreasonably withheld. The revised Cost per Ton amount proposed by Contractor and agreed to by Owner will be memorialized in a written amendment to this Agreement and executed by both parties.

h. Owner retains the right to reduce any portion of Contractor's Services at any time.

4. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES.

a. Contractor shall cure all failures to provide service immediately or within any time limits set forth below.

Performance Standard Violation	Liquidated Damages
Failure to provide the minimum number of trailers as required at Owner Transfer Station on a daily basis.	\$500 per day
Failure to remove trailers full of MSW from Owner Transfer Station within 16/24 hours of being loaded.	\$750 per occurrence
Failure to provide additional trailers and/or drivers within 24 hours of Owner request.	\$500 per occurrence
Failure to meet any reporting or notification requirements of the Agreement by the specified date or within the allowable timeframe unless approved by the Owner's Contracting Officer.	\$100 per report or notification per day for every day after due date
Failure to comply with environmental regulations or laws.	\$500 per occurrence
Failure to cleanup spillage on Owner property in a timely manner.	\$500 per occurrence
Failure to maintain all necessary registrations, licenses and permits.	\$500 per occurrence

b. The Owner's Contracting Officer shall provide written notice to the Contractor of the specific performance standard violation and its decision to assess liquidated damages. Liquidated damages shall be deducted from the monthly payment due to the Contractor from Owner the month following when the violation occurred.

c. Time is of the Essence: The Contractor acknowledges that time is of the essence to perform the services specified herein. The work shall be performed regularly, diligently, and uninterrupted, to ensure timely solid waste processing. If Contractor refuses loads, or encounters significant delays in accepting loads, Owner may, at Contractor's expense, use an alternative transportation company.

5. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

6. INSURANCE; INDEMNIFICATION.

a. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive

date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.

- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

b. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.

c. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.

d. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

e. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

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

g. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

7. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of

Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

8. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

9. BOOKS AND RECORDS.

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

10. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to

Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

11. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

12. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor.

a. Any failure to obtain, renew or maintain a governmental approval or license shall be a substantive breach of the contract and shall be cause for immediate termination at the sole option of Owner.

b. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 7, through the date of termination.

13. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

14. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner:	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT 10450 Turkey Lake Road, Box #690519 Orlando, Florida 32869 Attention: Contracting Officer
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If to Contractor: WALPOLE, INC.
269 NW 9th St
Okeechobee, FL 34972
Attention: John M. Cincotta

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. OWNERSHIP OF WORK PRODUCT.

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Article 10 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

b. Without limiting the foregoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

16. LEGAL PROCEEDINGS.

a. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

c. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity

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

17. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

18. THE OWNER'S REPRESENTATIVES.

Reedy Creek Energy Services, whose designated representative is JASON HERRICK, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

19. PUBLIC RECORDS.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS

PUBLICRECORDS@OVERSIGHTDISTRICT.ORG, **MAILING**
ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O.
BOX # 690519, ORLANDO, FLORIDA 32869.

a. THE CONTRACTOR/CONSULTANT SHALL:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor/consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor/consultant or keep and maintain public records required by the public agency to perform the service. If the contractor/consultant transfers all public records to the public agency upon completion of the contract, the contractor/consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor/consultant keeps and maintains public records upon completion of the contract, the contractor/consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. REQUEST FOR RECORDS; NONCOMPLIANCE:

1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor/consultant of the request, and the contractor/consultant must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a contractor/consultant does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
2. A contractor/consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

c. CIVIL ACTION:

1. If a civil action is filed against a contractor/consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor/consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the contractor/consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor/consultant

has not complied with the request, to the public agency and to the contractor/consultant.

2. A notice complies with subparagraph (c) ii. if it is sent to the public agency's custodian of public records and to the contractor/consultant at the contractor's/consultant's address listed on its contract with the public agency or to the contractor's/consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
3. A contractor/consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

20. E-VERIFY COMPLIANCE.

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

21. FORCE MAJEURE.

a. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

b. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

c. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

22. NON-FUNDING.

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

23. SCRUTINIZED COMPANIES.

a. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

1. 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 Florida Statutes; and/or
2. Engaged in business operations in Cuba or Syria.

d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

1. Have falsified its certification herein pursuant to Section 287.135, Florida Statutes, and/or
2. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statutes subsequent to entering into this Agreement with the Owner.

e. If this Agreement is terminated by the Owner as provided in paragraph d above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

f. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner's termination.

g. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

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

OWNER

CONTRACTOR

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

WALPOLE, INC.

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: Martin Garcia

Print Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

Exhibit A
SCOPE OF SERVICES
Contract No. C006415

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to provide Class 1 Waste Transport Services. Work includes, but is not limited to:

SECTION 1. DEFINITIONS

- 1.1 Class I Municipal Solid Waste ("MSW")/Class I Waste: Solid waste which is not hazardous waste, and not prohibited from disposal in a lined landfill under Rule 62-701.300, Florida Administrative Code, and generally includes household, commercial, industrial, and agricultural wastes.
- 1.2 Transfer Station: Solid waste transfer, processing and transportation facility.
- 1.3 Disposal Facility: The lawfully permitted solid waste management facility where Contractor will take the Owner's acceptable waste for final disposal. That is a designated Class I disposal facility permitted by the Florida Department of Environmental Protection ("FDEP").
- 1.4 Acceptable Waste: That portion of the solid waste stream that may be disposed of lawfully in a permitted disposal facility in Florida. In general, acceptable waste includes garbage, household waste, commercial waste, and institutional waste. Acceptable waste does not include hazardous waste (except household hazardous waste and waste from conditionally exempt small quantity generators), hazardous substances, medical waste, special waste, waste tires, construction and demolition debris, yard trash, or other wastes requiring special handling or management.

SECTION 2. TRANSPORT SERVICES AND FACILITY LOCATIONS

- 2.1 The Contractor shall transport Class I Municipal Solid Waste collected at Owner Transfer Station to Contractor Disposal Facility.
- 2.2 **Owner Transfer Station:** 2264 South Service Lane
Lake Buena Vista, Florida 32830
- 2.3 **Contractor Disposal Facility:** Heart of Florida
(FDEP permitted Class I disposal facility) 1032 CO RD 529
Lake Panasoffkee, FL 33538
- 2.4 By entering a contract with the Owner, the Contractor is guaranteeing the ability to provide an adequate number of transfer trailers at the Owner's Transfer Station for the consolidation of Class I solid waste, tractors and drivers to transport transfer trailers to a designated Class I disposal facility (Contractor Disposal Facility).
- 2.5 Prior to furnishing the requested services, it shall be the responsibility of the Contractor to obtain, at no additional cost to Owner, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be available for review by Owner, upon request.

SECTION 3. TRANSPORT QUANTITY AND CHARACTERISTICS

- 3.1 Owner does not guarantee or give warranty to the estimated quantity (~75,000 annual tons) of MSW, which should be considered an approximation only. Payment to the Contractor will be made per ton, only for the actual quantities of waste transported and disposed in accordance with the Agreement.
- 3.2 The Contractor is responsible for transport of all Class I MSW produced within the Owner's political boundary regardless of quantity. Actual daily requirements, volumes and transport schedules will be determined by the Gas, Water and Waste Resources Manager or his/her designee to meet the operational needs of the Owner's Transfer Station.

SECTION 4. OWNER RESPONSIBILITIES

- 4.1 Contract Manager: The designated individual representing the Owner in all matters relating to the implementation of the Services Agreement is Jason Herrick (407-810-6051).
- 4.2 Owner Solid Waste Operations: Owner shall deliver, or direct and cause to deliver to the Owner Transfer Station, located at 2264 South Service Lane, Lake Buena Vista, Florida 32830, MSW, in quantities determined by Owner to be in its best interest and at its sole discretion. Owner shall load MSW at the Owner Transfer Station, in quantities determined by Owner to be in its best interest and at its sole discretion, into trucks/trailers and/or other vehicles (approved by Owner) provided by Contractor.
- Owner shall operate its transfer station in accordance with Applicable Law. Contractor shall comply with all Applicable Laws, rules, regulations and permits in connection with its transport of the MSW to the Designated Disposal Facility.
- 4.3 Loading: Owner shall load the Contractor-provided trailers with MSW at Owner Transfer Station. Owner shall use reasonable efforts to load Contractor's trailers such that the weight of a 48'-53' trailer shall not be less than 45,000 pounds. Net load weights typically average 22-26 tons, though can vary due to densities of customer material streams. Failure of Owner to accomplish its obligations hereunder shall not constitute a default/breach under this Agreement.
- 4.4 Owner Communications: Owner will contact Contractor's transportation dispatch by telephone or email to communicate MSW transportation needs. Owner will contact Contractor's Service Manager or other designee to communicate transportation issues/complaints.

SECTION 5. TRANSPORT CONTRACTOR RESPONSIBILITIES

- 5.1 Route: All inbound and outbound transport vehicles shall access the Owner Transfer Station at 2264 South Service Lane, Bay Lake from the south via Bear Island Road and Western Way. Owner staff will communicate if alternate routes should be used in case of special events, and/or if emergency conditions exist.
- 5.2 Equipment and Trailer Staging: Transportation Contractor shall provide an adequate number of trailers with a volumetric payload capacity of at least 90 cubic yards at the Owner Transfer Station to ensure that the operation of the transfer station is not delayed or interrupted. The trailers must be compatible with the Owner Transfer Station's top-loading method and be available 365 days per year and 24 hours per day. A minimum of two (2) spare empty trailers shall be on-site at all times. If requested by Owner, Contractor shall provide the requested number of additional trailers within 24 hours of notice.
- All vehicles and other equipment shall be kept in good repair, appearance and in a clean and sanitary condition to prevent odors, vector attraction, or nuisance conditions. Owner retains the right to review the color and signage of Contractor's equipment used under this contract and can reject same at Owner's sole discretion. Trailers shall have leak proof seals, which shall be maintained by the Contractor to ensure that there is no leakage of leachate. Each tractor and trailer shall have clearly visible on each side an identification number along with the identity and telephone number of the Contractor. Contractor shall replace the trucks and trailers as necessary to ensure that they have the ability to provide reliable service. Each truck, tractor and trailer used by the Contractor to transport MSW shall comply with applicable State and Federal Department of Transportation ("DOT") regulations and other applicable Federal and/or State laws or local ordinances.
 - Owner reserves the right to inspect and reject the tractor and trailers to be used by the Contractor for waste consolidation and hauling of the MSW specified herein.
- 5.3 Transport: Contractor shall transport to the Designated Disposal Facility all MSW loaded by Owner into the Contractor-provided trailers. All trailers shall be securely covered by Contractor before they are removed from the Owner Transfer Station and shall remain securely covered until they are unloaded at the Designated Disposal Facility. Contractor shall transport Owner's MSW to the Designated Disposal Facility identified in the contract.

- Owner may direct the Contractor to transport MSW to an alternate Class I disposal facility. If Contractor is required to transport to an alternate disposal facility, the Schedule of Fees applicable price per ton will be paid to the Contractor. The Owner will be responsible for paying tipping fees associated with the MSW.
- 5.4 Weighing Load: Each trailer removed from the Owner Transfer Station shall have the option of weighing on the Owner-owned scale. The load must be weighed at the Designated Disposal Facility.
- 5.5 Ownership of MSW: MSW belongs to Owner while on Owner Transfer Station property. Once the Contractor has weighed the trailer load on the outbound scale and/or exited Owner Transfer Station property, title to the MSW passes to the Contractor. Any spillage that occurs after departure from Owner Transfer Station property to include within Owner boundaries will be the responsibility of the Contractor.
- 5.6 Contractor Communications: Contractor will respond to any voicemail, texts, or email messages from Owner within two (2) hours.
- 5.7 Hours and Days of Operation: Transportation of MSW from Owner Transfer Station shall be required every day of the year including all holidays, Saturdays, and Sundays. Trailer removal must occur during the operational hours of the Owner Transfer Station, which is 2:00 am to 5:00 pm, seven days per week.
- Trailers filled with MSW shall be removed from Owner's territorial boundary within 24 hours after being loaded and taken to the Designated Disposal Facility.
 - A minimum of twelve (12) trailers per day during normal operating weeks shall be expected for transport from the Owner Transfer Station. Peak weeks are defined as:
 - Thanksgiving
 - Christmas
 - New Year's Eve
 - Spring Break
 - Easter – both the week before and after
 - Summer – June to August
 - If removal of additional trailer loads of MSW from Owner Transfer Station is required due to peak generation, Contractor shall provide the necessary equipment and drivers within 24 hours of notification.
- 5.8 General Responsibilities:
- Comply with all applicable legal and other requirements.
 - Comply with all Occupational Safety and Health Act ("OSHA") requirements.
 - Follow appropriate safety protocols.
 - Prepare and maintain an emergency preparedness and response plan.
 - Properly train all personnel and/or subcontractor personnel.
 - Communicate with interested parties.
 - Maintain control of applicable documents and records.
 - Maintain and provide to Owner all applicable data and performance measures as requested.
 - Participate in corrective and preventive action plans.
 - The Contractor shall be responsible for customary expenses such as maintaining licenses, certifications; attending contract related meetings, etc.
- 5.9 Documentation: Prior to transport from the Owner Transfer Station, Contractor's driver will complete a separate transport document in duplicate, for Owner's purposes, identifying the following information for each load:
- Distinct transport document number.
 - Date of the pick-up.
 - Time driver arrived at the Owner Transfer Station.
 - Time driver departed from the Owner Transfer Station.
 - Driver's name.
 - Truck number.

- Trailer number.

A copy of this transport document will be left at the Owner Transfer Station upon departure. A second copy of this transport document will be retained by the Contractor and will be attached to the Designated Disposal Facility weigh ticket.

The distinct transport document number shall appear on the transport document and on the billing invoice.

- 5.10 **Reporting and Recordkeeping:** A weekly report must be emailed by close of business on each Tuesday for all loads transported the previous week. The report, preferably in Excel format, must detail ticket information including the name of the Designated Disposal Facility or Alternative Disposal Facility, date and time the load was delivered, net weight in tons, type of material and trailer number. The Excel file and scanned copies of weight tickets and transporter load ticket for each load delivered to the Designated Disposal Facility or delivered to the Alternative Disposal Facility must be emailed to wdw.rces.billing@disney.com.

Contractor shall maintain and allow access to books, records, data, documents, and reports relating to this Agreement for three (3) years following the conclusion or termination of this Agreement.

- 5.11 **Invoicing:** Contractor shall have ability to include contract number, detailed transport document number, associated disposal ticket number, and tonnage on monthly invoices submitted for payment.
- 5.12 **Contractor's Contact Telephone Numbers:** The Contractor shall provide a dedicated working phone number where Contractor and all its Subcontractors can be contacted at all hours of each day, including holidays.

SECTION 6. REGULATORY ISSUES

- 6.1 Contractor shall comply with all applicable laws, regulations or ordinances imposed by all applicable federal state, regional and local agencies for the transport and disposal of MSW.
- 6.2 All governmental approvals or licenses required by the Scope of Services shall comply with current applicable law, which may be amended in the future. Any failure to obtain, renew or maintain a governmental approval or license shall be a substantive breach of the contract and shall be cause for immediate termination at the sole option of Owner.

SECTION 7. UNACCEPTABLE WASTE

- 7.1 Owner shall not deposit or allow for the deposit of Unacceptable Waste in the Contractor's trailers.
- 7.2 Contractor shall inspect all MSW of Owner received at the Designated Disposal Facility in compliance with Applicable Law.
- 7.3 Contractor may reject waste that is Unacceptable Waste and may revoke acceptance of waste that it ultimately concludes is Unacceptable Waste.
- 7.4 Notwithstanding anything to the contrary contained herein or anywhere else, including Contractor's inspection failing to identify Unacceptable Waste, Owner agrees to be responsible for, and bear all of its actual expenses of remediating, reloading, removing and properly disposing of any waste in connection with this Agreement that is ultimately determined by Contractor to be Unacceptable Waste or Unauthorized Waste hereunder whether or not rejected or revoked by Contractor and shall also be solely responsible and agrees to reimburse Contractor for all penalties, assessments or fees incurred by Contractor as a result thereof.

End of Exhibit A

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006415
August 2023 Edition

Table of Contents:

- (i) Definitions
- I. General Safety Requirements, Contractor Parking and Access, Break Areas
- II. Construction Site Minimum Personal Protective Equipment (“PPE”) and Clothing Requirements
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- VI. Hazardous and Chemical Waste Disposal
- VII. Electrical Safety Policy
- VIII. Lock out / Tag out
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- X. Aerial Work Platforms (“AWP”)
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- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved
- (i) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property. All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan (“PSSP”), a hazard analysis, pre-task

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planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Central Florida Tourism Oversight District. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, “vaping”, and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (“AWPs”) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle (“PTV”) if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane. Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner’s expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trash cans must be provided for the disposable cups and/or bottles.

Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

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II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (ACM) and/or Presumed Asbestos-Containing Materials (PACM), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

Exhibit B
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C. CHLOROFLUOROCARBONS (CFCs)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (CFCs) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor's work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space ("PRCS"), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space ("PRCS") entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor's Project Specific Safety Plan ("PSSP"). In support of the Contractor's preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner's experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor's personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner's job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its

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sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

The Policy is that all electrical work ***shall*** be performed de-energized as a standard work practice. This Policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants

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and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment (“PPE”) and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6’) of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing (FRC).

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

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

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

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A flash protection boundary, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

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

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

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

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- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until

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the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards (“SRLs”) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn’t feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer’s instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor’s qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System (“PFAS”), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25’).

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5’) or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6’) or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (PFDs) are not required.

X. AERIAL WORK PLATFORMS (“AWP”)

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner’s request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP’s that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as “out of service” the vehicle shall not to be operated until it has been repaired.

The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer’s capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

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AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline (“SRL”) of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP’s are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

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Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services (RCES) between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

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Obtain a completed locate ticket through Sunshine State One Call of Florida (“SSOCOF”) by calling 811.

Call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office.

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office.

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

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It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (NCCCO).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water's edge, Ground Bearing Pressures (GBP) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing.

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Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems.

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (PPE) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab. Remove keys from unattended vehicles.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006415
August 2023 Edition

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.
- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B



June 1, 2023

Reedy Creek Improvement District

Attn: Marsha Malecki, Principal Contract Administrator

mmalecki@rcid.org

407-494-8162

RE: Walpole, Inc. Bid Proposal for Bid C006379

*******Special Note*******

Disregard any previous versions of Walpole's Bid Proposals

Marsha, please find attached our revised Bid proposal dated June 1, 2023. We look forward to continuing our transportation service for Reedy Creek and trust you will find our bid proposal in order and acceptable as presented.

Currently Walpole, Inc. dedicates a fleet of up to (20) trailers to support daily volumes, landfill operations & driver's hours of service year-round. While Walpole, Inc. is an asset-based carrier we champion numerous diverse small business enterprises (**DSBE**) through our Walpole Leasing & Inc. Owner Operator programs. Throughout the year these small operators supplement our assets helping to ensure Reedy Creek's demands are met in full.

Thank you for this opportunity to continue service and remain part of Reedy Creeks logistics plan. I can be reached anytime should additional information be needed.

Sincerely,

A handwritten signature in black ink, appearing to read "John Cincotta".

John Cincotta
VP Operations

A. Hourly Wage Rates: Wage rates shall remain in effect through Contract Completion

[illegible][illegible]

EXHIBIT B
INVITATION TO BID C006379 – CLASS I WASTE TRANSPORT AND DISPOSAL SERVICES
SCHEDULES OF WAGE & EQUIPMENT RATES

B. Equipment Rates (excluding Labor):

[illegible]

END EXHIBIT B

ADDENDUM #2
BID PROPOSAL FORM
Invitation to Bid Number: C006379

Submitted by: Walpole, Inc
a Florida Corporation
(insert state of incorporation)

TO: **Reedy Creek Improvement District**
1900 Hotel Plaza Blvd.
Lake Buena Vista, Florida 32830

DATE: **May 26, 2023**

BID DUE DATE: **June 2, 2023 @ 2:00 p.m.**

ATTENTION: **Marsha Malecki, Procurement Manager**

PROJECT:
Services Request Package No. C006379
Class I Waste Transport And Disposal Services

This will acknowledge receipt of your Invitation to Bid, Instructions to Bidders, and all other bidding documents for the Project identified above. Submission of the Bid Proposal Form shall serve as the Bidder's acknowledgement of receipt of the following listed Addenda, the provisions of which have been included in this bid.

Addendum No. 1, dated 5/08/2023 Addendum No. 3, dated 5/30/2023
Addendum No. 2, dated 5/26/2023

If Joint Venture: _____ N/A _____
Primary Contractor: _____
Services to be Provided: _____
Secondary Contractor: _____
Services to be Provided: _____
Tertiary Contractor: _____
Services to be Provided: _____

Qualifications for all joint venture contractors must be submitted with the bid response.

Transportation Services:

Responsible Party: **Walpole, Inc** _____
Provide documentation describing the types of vehicles and trailers to be used and available quantities of each.

Disposal Services:

Name of Disposal Facility(s): _____ N/A _____
Disposal Facility Location(s): _____
Disposal Facility FDEP Permit Number(s): _____
Permitted Daily Tonnage of Disposal Facility(s): _____

Provide documentation to demonstrate that facility has capacity for the term of agreement.
Provide a statement detailing any non-compliance issues current or within the past 5 years: (use additional pages if necessary or provide documents to support).

May 26, 2023

ADDENDUM #2
REFERENCES

List three (3) references during the past ten (10) years for which you provided services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

Reference #1:

Company Name: _____
Owner's Name: _____
Description of
Services Provided: _____
Contract Amount: _____
Start and End Date
Of Contract: _____
Contact Person: _____
Address: _____

Telephone: _____
Email Address: _____

Reference #2:

Company Name: _____
Owner's Name: _____
Description of
Services Provided: _____
Contract Amount: _____
Start and End Date
Of Contract: _____
Contact Person: _____
Address: _____

Telephone: _____
Email Address: _____

REFERENCES 1

Company Name:	Mosaic
Owners Name:	Corporation
Description of Services Provided:	(30) Truck & Trailer Dedicated Fleet. We provided dedicated slip seat transportation services (24/7/365) to Mosaic utilizing Liquid Haz-Mat & Non Haz-Mat equipment. Dump, Liquid Tank, Hopper Bottoms, Specialized Sulfur trailers
Contract Amount:	Annual 12+ M
Start and End Date of Contract:	Multi Yr. Contract. Current Agreement Thru 2025
Contact Person:	Adam Bess
Address:	13830 Circa Crossing Dr. Lithia, FL 33547
Telephone Number:	813-500-6388
Email Address:	Adam.bess@mosaicco.com

REFERENCES 2

Company Name:	Bay State Milling
Owners Name:	Corporation
Description of Services Provided:	(12) Truck & (30) Trailer Dedicated Fleet. We provided dedicated food grade transportation services (24/7/365) to Bay State Milling utilizing Pneumatic 7 Dry Van equipment.
Contract Amount:	Annual 3+ M
Start and End Date of Contract:	Multi Yr. Contract. Current Agreement Thru 2024
Contact Person:	Troy Bauman
Address:	400 S. 4 th St, Unit 600 Minneapolis, MN 55415
Telephone Number:	612-437-8101
Email Address:	Tbauman@bsm.com

REFERENCES 3

Company Name:	Carmeuse Lime & Stone
Owners Name:	Corporation
Description of Services Provided:	(40) + Truck & Trailer Dedicated Fleet. We provided dedicated Pneumatic, End Dump, and Hopper Bottom transportation services (24/7/365) to Carmeuse Lime & Stone.
Contract Amount:	Annual 9+ M
Start and End Date of Contract:	Multi Yr. Contract. Current Agreement Thru 2026
Contact Person:	Eric Segal
Address:	11 Stanwix Street, 21 st Floor Pittsburgh, PA 15222
Telephone Number:	412-995-5417
Email Address:	Eric.Segal@carmeusena.com

ADDENDUM #2

Reference #3:

Company Name: _____
Owner's Name: _____
Description of
Services Provided: _____
Contract Amount: _____
Start and End Date
Of Contract: _____
Contact Person: _____
Address: _____

Telephone: _____
Email Address: _____

SEE ATTACHED REFERENCE PAGE

BIDDER IS VERIFYING -

We have examined all bidding documents and the site of the Work and submit the following bid proposal wherein we agree:

1. To hold our Bid Proposal open for ninety (90) days from the date of bid opening.
2. if awarded the contract on the basis of this Bid Proposal, to enter into a an Agreement on the form which will be provided by the Owner; and
3. to perform and complete all Work in strict compliance with the Scope of Services as defined in Exhibit "A"
4. to commence and complete the Work in strict accordance with the Exhibit "A", dated April 20, 2023.


ADDENDUM #2

BIDDER CHECKLIST:
(To be checked and confirmed by Bidder)

- ☒ Bidder has acknowledged receipt of all Addenda by indicating acknowledgement of each separate Addendum on Page 1 of this Bid Proposal Form, and;
- ☒ Bidder has made all required entries on and has properly executed this Bid Proposal Form, and;
- ☒ Bidder has submitted herewith, the Bid Guarantee, in accordance with the provisions Section 9 of the Invitation to Bid, and;
- ☒ Bidder has submitted herewith its completed DSBE forms,
- ☒ Bidder has submitted Proposed Staffing Plan.

SIGNED AND DATED THIS 1st day of June 2023

Company: WALPOLE, INC. _____

By:  _____
(signature)

JOHN CINCOTTA _____
(Print Name)

Title: V.P. OPERATIONS _____

Telephone: 863-763-5593 _____

Mailing Address: 269 NW 9TH ST _____

OKEECHOBEE, FL 34972 _____

E-Mail: JCINCOTTA@WALPOLEINC.COM _____

End of Bid Proposal Form

WALPOLE, INC

REEDY CREEK IMPROVEMENT DISTRICT
Class I Waste Transport And Disposal Services
Invitation to Bid Number: C006379

Exhibit "D"

✓ April 20, 2023 / 5/30/2023

Bond was secured at higher 5% schedule prior to Addendum #3 issue date. It was agreed by Reedy & Walpole the original bid bond was sufficient.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Walpole, Inc. as Principal (Bidder), and Atlantic Specialty Insurance Company as Surety, are held firmly bound unto **REEDY CREEK IMPROVEMENT DISTRICT**, hereinafter called the Owner, in the penal sum of FIVE PERCENT (5%) of the actual total of the total Lump Sum Fixed Price amount for the Base Bid referred to herein, in lawful money of the United States of America, to be paid to the Owner, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated 5/20/2023 for the construction of the project known as **CLASS I WASTE TRANSPORT AND DISPOSAL SERVICES**.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth therein, and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature enter into a written contract with the Owner in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties approved by the Owner for the faithful performance and proper fulfillment of such contract and for the protection of laborers and materialmen, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the Owner is required to initiate legal proceedings to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees.

IN WITNESS HEREOF, the above parties have executed this instrument under their several seals this 20th day of May, 2023.

Walpole, Inc.
Principal (Bidder)

369 N.W. 9th St.
OKECHADE, FL 34972
Address

by: 
(Affix Principal Seal)

Atlantic Specialty Insurance Company
Corporate Surety

605 Highway 169 North, Ste. 800
Plymouth, MN 55441
Address

by: 
Scott D. Chapman, Attorney-in-Fact
(Affix Surety Seal)



KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Scott D. Chapman, Rosalyn D. Hassell, Misty Witt, Kevin McQuain, Cheryl R. Colson, Maxine Elaine Lewis, Jennifer Upton, Sam Caringi**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

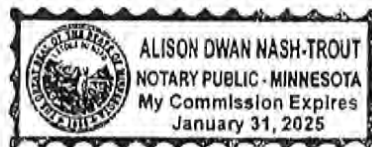
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 20th day of May, 2023.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

Exhibit - Pricing Form

INSTRUCTIONS

The Reedy Creek Improvement District (RCID) shall award one or more contracts for the transportation and disposal of Class I municipal solid waste in accordance with the requirements in Exhibit A - Scope of Services. Bidders shall fill in pricing in each space detailed below or indicate "No Bid" if Applicable. Pricing should be all-inclusive to meet Scope of Services requirements without anticipated add-on fees. Any options or alternates the bidder would like to offer should be detailed in the appropriate section for consideration. Bidder should submit a supporting workplan and details as defined in Exhibit A to support the rates bid.

Section A - Transportation Services

In Table below (YELLOW cells only), provide Cost per Ton to provide all equipment, tools, and personnel for transporting Class I waste to each permitted disposal facility as described in Exhibit A - Scope of Services.

	Cost per Ton Year 1 (Dollars and Cents)	Est. Annual Tons	Est. Cost Yr.1	Est. 5-Year Cost with 4% Fee Increase per Year
Transportation from RCID Transfer Station to Heart of Florida Landfill (1032 Co Rd. 529, Lake Panasoffkee, FL 33538)	\$17.10	80,000	\$1,368,000.00	\$7,409,529.26
Transportation from RCID Transfer Station to J.E.D. Landfill (1501 Omni Way, St. Cloud, FL 34773)	\$17.10	80,000	\$1,368,000.00	\$7,409,529.26
Transportation from RCID Transfer Station to Okeechobee Landfill (10900 NE 128th Ave, Okeechobee, FL 34972)	\$25.65	80,000	\$2,052,000.00	\$11,114,293.89
Transportation from RCID Transfer Station to Orange County Landfill (5901 Young Pine Rd, Orlando, FL 32829)	N/A	80,000	#VALUE!	#VALUE!

For purposes of pricing evaluation, RCID estimates 80,000 tons per year as provided in Exhibit A - Scope of Services, and is assuming a 4% escalation in price per ton per year. Loads are anticipated average 22-25 tons. Owner reserves the right to evaluate actual annual changes based on actual CPI changes as described in Addendum 1.

Section B - Disposal Services

In Table below (YELLOW cells), input applicable facility information and your Price per Ton for receipt and disposal of Class I solid waste as described in Exhibit A - Scope of Services.

Facility Details	Cost per Ton	Est. Annual Tons	Est. Annual Cost	Est. 5-Year Cost with 4% Fee Increase per Year
Name	N/A	80,000	#VALUE!	#VALUE!
Owner/Operator				
Address				
FDEP Permit #				
Hours of Operation				

Section C - Value Added Alternates and Pricing for Consideration

Provide description and pricing for any other alternatives you believe would add value to this contract for RCID consideration.

From: [Kimball, Tiffany](#)
To: [Osinski, Andrea](#); [Parente, Richard](#)
Subject: FW: Best and Final Offer Opportunity: Waste Transport Services for Central FL Tourism Oversight District Bid # C006379
Date: Thursday, October 5, 2023 7:56:06 AM
Attachments: [image003.png](#)
[image005.png](#)

FYI.



Tiffany Kimball
Contracting Officer
Central Florida Tourism Oversight District
Mobile Office (321) 347-2168
www.rcid.org

From: John Cincotta <jcincotta@walpoleinc.com>
Sent: Wednesday, October 4, 2023 10:31 AM
To: Kimball, Tiffany <tkimball@rcid.org>
Cc: Keith Walpole <kwalpole@walpoleinc.com>; Josh Clay <jclay@walpoleinc.com>
Subject: RE: Best and Final Offer Opportunity: Waste Transport Services for Central FL Tourism Oversight District Bid # C006379

Caution: This email originated from outside of the District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tiffany,

Thank you and the Central Florida Tourism Oversight District for this Best and Final Bid opportunity for the Heart of Florida (HOF) landfill. This offer is made with considerations indicated within your email regarding annual escalation and fuel adjustments.

Walpole, Inc. – Best and Final

RCID Transfer Station to Heart of Florida Landfill ----- \$20.25 Per Ton

We trust this bid offer is acceptable and look forward to working together for years to come.

Sincerely,

| **John Cincotta ~ VP of Operations**



o: [813.623.1702](tel:813.623.1702) | c: [813.927.1272](tel:813.927.1272)
4201 N Williams Road, Tampa FL
www.walpoleinc.com

From: Kimball, Tiffany <tkimball@rcid.org>

Sent: Monday, October 2, 2023 3:57 PM

To: Bids <bids@rcid.org>

Subject: Best and Final Offer Opportunity: Waste Transport Services for Central FL Tourism Oversight District Bid # C006379

We are providing one last opportunity to our participating bidders to submit a best-and-final offer for the per ton hauling fee to the **Heart of FL landfill only**. We are still providing the 4% escalation each anniversary year. Additionally, for fuel considerations, force majeure would come into play for any fuel pricing that increases greatly because of supply destabilization, or world events. If this were to occur, we will revisit contract pricing with proper documentation in the future using the base rate we have now as the benchmark.

If you would like to participate, please email with your updated bid price to me by COB Thursday.



Tiffany Kimball

Contracting Officer

Central Florida Tourism Oversight District

Mobile Office (321) 347-2168

www.rcid.org

All e-mails to and from Central Florida Tourism Oversight District are kept as a public record. Under Florida law, email addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

8.1(i) Class I Waste Transport Services

(5-year contract with Walpole, Inc.)



November 15, 2023



Class I Waste Transport Services

- Customers within the District's boundary produce approximately 75,000 tons of Class I waste annually and are billed monthly for their individual usage by the frequency and the number of tons generated.
- Customer solid waste is collected by trucks operated by Reedy Creek Energy Services' personnel and brought daily to the Solid Waste Transfer Station located at 2264 South Service Lane, Lake Buena Vista, FL.
- An outside vendor picks up the waste from the transfer station 365 days a year, and delivers it to the contracted landfill.



Class I Waste Transport Services

- On April 20, 2023, Invitation to Bid # C006379 was released as a dual services bid for the transport and disposal of Class I waste. The bidders had the ability to either bid on the transport services, the landfill services, or both.
- After analysis of the bids, it was determined to be more advantageous to make a split award, with the disposal going to A.C.M.S, Inc. on another contract, and the transport going to Walpole, Inc.
- For the transport services, three (3) bids were received. The bids were as follows:

Vendor's Legal Name	Vendor Location	Ton Price
Walpole, Inc. (Heart of Florida Landfill)	Okeechobee, FL	\$20.25 ton
C&F Transportation, LLC (Heart of Florida Landfill)	Altamonte Springs, FL	\$30.00 ton
C&W Global, Inc. (Heart of Florida Landfill)	Winter Garden, FL	\$22.46 ton



Class I Waste Transport Services

- Funding for this contract is budgeted for FY2024-25 in account 335- 107- 5307005-000 (Landfill Fees) in the amount of \$1,265,625.00; FY2025-26 for \$1,579,500.00; FY2026-27 for \$1,642,500; FY2027-28 for \$1,708,500; and for FY2027-28 in the amount of \$1,776,750.

CONTRACT PRICING SCHEDULE				
Year	Term	Cost per Ton	Est. Annual Tons	Est. Annual Cost
1	October 1, 2023 - September 30, 2024	\$20.25	68,750	\$1,265,625.00
2	October 1, 2024 - September 30, 2025	\$21.06	75,000	\$1,579,500.00
3	October 1, 2025 - September 30, 2026	\$21.90	75,000	\$1,642,500.00
4	October 1, 2026 - September 30, 2027	\$22.78	75,000	\$1,708,500.00
5	October 1, 2027 - September 30, 2028	\$23.69	75,000	\$1,776,750.00
Estimated Total				\$7,972,875.00



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(j)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006399 Tank Wagon Fueling Services	
Requested Action	
Approve for a three-year contract with Lynch Fuel Company, LLC for tank wagon fueling services with an approximate expenditure of \$3,425,964.07	
Staff Report	
Utility Services maintains and operates a fleet of forty (40) diesel vehicles used for the movement and disposal of the solid waste and recyclables program to the District. Each night these vehicles must be refueled for the daily operation of 365 days a year in moving approximately 130,000 tons of waste annually for the District's customers. Additionally, the District operates and maintains sixty-two (62) emergency generators, which supports as a back-up power supply for various lift stations, pump stations, wells, and operations building throughout the District. An outside vendor provides fueling services for each generator approximately two (2) times per year on an as needed basis. This award is for the cost of fueling services and purchase of diesel exhaust fluid, hydraulic fluid, and motor oil to maintain District's solid waste vehicles and generators.	
Additional Analysis	
On August 24, 2023, Invitation to Bid # C006399 was released as a bid for the fueling service needs of the District's diesel vehicles and generators. The bidders were given the opportunity to submit bids for a fixed fee to provide the service to the District. After conducting an analysis of the bids received, it was determined to be more advantageous to extend an offer for best and final offers to be provided offering a mark-up price versus fixed fee. This provided the District with an overall estimated cost avoidance of \$793,843.89.	
Fiscal Impact Summary	
Funding for this contract is budgeted for FY2024-25 in Account 335-107-530550-000 (Gas, Oil, & Accessories) in the amount of \$1,135,165.92; FY2025-26 for \$1,141,931.79; FY2026-27 for \$1,148,866.36.	
Exhibits Attached	
<ol style="list-style-type: none">1. Board Report2. Itemized Bid Tabulation3. Contract4. Winning Bid5. Presentation	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Bid# C0063999-Tank Wagon Fueling Services in the amount of \$3,425,964.07

Presented By: Christine Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(c) Contract# C006399 for a three-year contract for tank wagon fueling services with Lynch Fuel Company LLC with an estimated expenditure of \$3,425,964.07

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released: 08/09/2023

BACKGROUND:

Reedy Creek Energy Services maintains and operates a fleet of forty (40) diesel vehicles used for the movement and disposal of the solid waste and recyclables program to the District. Each night these vehicles must be refueled for the daily operation of 365 days a year in moving approximately 130,000 tons of waste annually for the District's customers.

Additionally, the District operates and maintains sixty-two (62) emergency generators, which supports as a back-up power supply for various lift stations, pump stations, wells, and operations building throughout the District. An outside vendor provides fueling services for each generator approximately two (2) times per year on an as needed basis. This award is for the cost of fueling services and purchase of diesel exhaust fluid, hydraulic fluid, and motor oil to maintain District's solid waste vehicles and generators.

FINDINGS AND CONCLUSIONS:

On August 24, 2023, Invitation to Bid # C006399 was released as a bid for the fueling service needs of the District's diesel vehicles and generators. The bidders were given the opportunity to submit bids for a fixed fee. After conducting an analysis of the bids received, it was determined more advantageous to open bidding for best and final offers with a mark-up price versus fixed fee. This provided the District with an overall estimated cost avoidance of \$793,843.89 vs. the original method of fixed price.

For the tank wagon fueling service, two (2) bids were received. The bids were as follows:

Lynch Fuel Company LLC. was the lowest responsive and responsible bidder.

Vendor's Legal Name	Vendor's City/State	Original Bid Amount	Best and Final Offer
Lynch Fuel Company LLC	Bow, NH	\$4,219,807.96	\$3,425,964.07
Palmdale Oil Company LLC	Fort Pierce, FL	\$4,278,030.36	\$3,596,486.52

The Utilities Services department is requesting approval of Contract# C006399 with Lynch Fuel Company LLC. for the tank wagon fueling service. Staff recommends approving the contract for the period of **November 16, 2023** through **September 30, 2026**.

FISCAL IMPACT:

Funding for this contract is budgeted for FY2024-25 in Account 335-107-530550-000 (Gas, Oil, & Accessories) in the amount of \$1,135,165.92; FY2025-26 for \$1,141,931.79; FY2026-27 for \$1,148,866.36.

Contract Pricing Schedule		
YR	Term	Est. Annual Cost
1	November 16, 2023 - September 30, 2024	\$1,135,165.92
2	October 1, 2024 - September 30, 2025	\$1,141,931.79
3	October 1, 2025 - September 30, 2026	\$1,148,866.36
Estimated Total		\$3,425,964.07

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.


ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – Lynch Fuel Company LLC. (PDF)

Lynch Fuel Company LLC Submitted Bid

<div>  <div> CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT </div> </div> <div> ITB C006399 TANK WAGON FUELING SERVICES </div>			
Item Description		Unit	QTY
YEAR 1 (Oct 1, 2023- Sept 30, 2024)			
Diesel Fuel			
1	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Gallons	133,244
2	Ultra Low Sulfur No. 2 Dyed Diesel Fuel, nightly generator refill	Gallons	36,175
Diesel Exhaust Fluid			
3	Diesel Exhaust Fluid (DEF) that meets ISO 22241-1 standards	Gallons	4,600
Hydraulic Fluid and Motor Oil			
4	Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES)	Gallons	231
5	Shell Rotella® T5 10W30 CK4/01	Gallons	371
Off-Road Equipment - Will Call Services			
6	Ultra Low Sulfur No. 2 Dyed Diesel Fuel	Gallons	148,424
Sub Total Year 1			
YEAR 2 (Oct 1, 2024- Sept 30, 2025)			
Diesel Fuel			
7	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Gallons	133,244
8	Ultra Low Sulfur No. 2 Dyed Diesel Fuel, nightly generator refill	Gallons	36,175
Diesel Exhaust Fluid			
9	Diesel Exhaust Fluid (DEF) that meets ISO 22241-1 standards	Gallons	4,600
Hydraulic Fluid and Motor Oil			
10	Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES)	Gallons	231
11	Shell Rotella® T5 10W30 CK4/01	Gallons	371
Off-Road Equipment - Will Call Services			
12	Ultra Low Sulfur No. 2 Dyed Diesel Fuel	Gallons	148,424
Sub Total Year 2			
YEAR 3 (Oct 1, 2025- Sept 30, 2026)			
Diesel Fuel			
9	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Gallons	133,244
8	Ultra Low Sulfur No. 2 Dyed Diesel Fuel, nightly generator refill	Gallons	36,175
Diesel Exhaust Fluid			
10	Diesel Exhaust Fluid (DEF) that meets ISO 22241-1 standards	Gallons	4,600
Hydraulic Fluid and Motor Oil			
11	Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES)	Gallons	231
12	Shell Rotella® T5 10W30 CK4/01	Gallons	371
Off-Road Equipment - Will Call Services			
13	Ultra Low Sulfur No. 2 Dyed Diesel Fuel	Gallons	148,424
Sub Total Year 3			
GRAND TOTAL			

<div> Lynch Fuel Company, LLC Bow, NH (Merrimack County) </div>			
First Offer		Best and Final Offer	
Unit Price	Extension	Unit Price	Extension
Year 1			
\$4.55	\$606,260.20	\$3.50	\$466,354.00
\$4.21	\$152,296.75	\$3.50	\$126,612.50
\$3.15	\$14,490.00	\$3.15	\$14,490.00
\$10.20	\$2,356.20	\$10.20	\$2,356.20
\$15.82	\$5,869.22	\$15.82	\$5,869.22
\$4.21	\$624,865.04	\$3.50	\$519,484.00
	\$1,406,137.41		\$1,135,165.92
Year 2			
\$4.55	\$606,260.20	\$3.52	\$469,018.88
\$4.21	\$152,296.75	\$3.52	\$127,336.00
\$3.15	\$14,490.00	\$3.15	\$14,490.00
\$10.75	\$2,483.25	\$10.75	\$2,483.25
\$16.58	\$6,151.18	\$16.58	\$6,151.18
\$4.21	\$624,865.04	\$3.52	\$522,452.48
	\$1,406,546.42		\$1,141,931.79
Year 3			
\$4.55	\$606,260.20	\$3.54	\$471,683.76
\$4.21	\$152,296.75	\$3.54	\$128,059.50
\$3.15	\$14,490.00	\$3.15	\$14,490.00
\$11.42	\$2,638.02	\$11.42	\$2,638.02
\$17.72	\$6,574.12	\$17.72	\$6,574.12
\$4.21	\$624,865.04	\$3.54	\$525,420.96
	\$1,407,124.13		\$1,148,866.36
\$4,219,807.96		\$3,425,964.07	

<div> Palmdale Oil Company, LLC Fort Pierce, FL (St. Lucie County) </div>			
First Offer		Best and Final Offer	
Unit Price	Extension	Unit Price	Extension
Year 1			
\$4.61	\$614,254.84	\$3.57	\$475,681.08
\$4.25	\$153,743.75	\$3.77	\$136,379.75
\$4.25	\$19,550.00	\$4.25	\$19,550.00
\$9.63	\$2,224.53	\$9.63	\$2,224.53
\$12.50	\$4,637.50	\$12.50	\$4,637.50
\$4.25	\$630,802.00	\$3.77	\$559,558.48
	\$1,425,212.62		\$1,198,031.34
Year 2			
\$4.61	\$614,254.84	\$3.57	\$475,681.08
\$4.25	\$153,743.75	\$3.77	\$136,379.75
\$4.38	\$20,148.00	\$4.38	\$20,148.00
\$9.82	\$2,268.42	\$9.82	\$2,268.42
\$12.88	\$4,778.48	\$12.88	\$4,778.48
\$4.25	\$630,802.00	\$3.77	\$559,558.48
	\$1,425,995.49		\$1,198,814.21
Year 3			
\$4.61	\$614,254.84	\$3.57	\$475,681.08
\$4.25	\$153,743.75	\$3.77	\$136,379.75
\$4.51	\$20,746.00	\$4.51	\$20,746.00
\$10.20	\$2,356.20	\$10.20	\$2,356.20
\$13.26	\$4,919.46	\$13.26	\$4,919.46
\$4.25	\$630,802.00	\$3.77	\$559,558.48
	\$1,426,822.25		\$1,199,640.97
\$4,278,030.36		\$3,596,486.52	

TANK WAGON FUELING SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the ("Owner")), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Lynch Fuel Company LLC** (herein referred to as the ("Contractor")), whose mailing address is 1244 E. Carroll Street, Kissimmee, Florida 34744.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **November 1, 2023** and ending **September 30, 2026**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Services Agreement, the Scope of Services, the Special Contract Conditions, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.

b. Services. The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the following List of Exhibits:

- i. Exhibit A, Scope of Services and Pricing, 10 pages
- ii. Exhibit B, Special Contract Conditions, 15 pages

3. BASIS FOR COMPENSATION AND PAYMENTS.**Fixed Fees**

a. Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Changed Service Authorization as set forth in Article 6, the Owner shall pay to Contractor for its Services as set forth in Article 2, Fixed Fees based on the pricing defined below.

Diesel Fuel (Markup on Daily OPIS Orlando Terminal)						
Item	Product	Unit	Est Qty	YEAR 1 (11/01/23-09/30/24)	YEAR 2 (10/01/24-09/30/25)	YEAR 3 (10/01/25-09/30/26)
1	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Gal	133,244	+ \$0.28	+ \$0.30	+ \$0.32
2	Ultra Low Sulfur No. 2 Dyed Diesel Fuel, nightly generator refill	Gal	36,175	+ \$0.28	+ \$0.30	+ \$0.32

Diesel Exhaust Fluid (“DEF”), Hydraulic Fluid, and Motor Oil Pricing (Unit Pricing)						
Item	Product	Unit	Est Qty	YEAR 1 (11/01/23-09/30/24)	YEAR 2 (10/01/24-09/30/25)	YEAR 3 (10/01/25-09/30/26)
Diesel Exhaust Fluid						
3	Diesel Exhaust Fluid (“DEF”) that meets ISO 22241-1 standards	Gal	4,600	\$3.15	\$3.15	\$3.15
Hydraulic Fluid and Motor Oil						
4	Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES)	Gal	231	\$10.20	\$10.75	\$11.42
5	Shell Rotella® T5 10W30 CK4/01	Gal	371	\$15.82	\$16.58	\$17.72

Miscellaneous Ad-Hoc Items (Percent Markup Pricing on Wholesale price)						
Item	Product	Unit	Est Qty	YEAR 1 (11/01/23-09/30/24)	YEAR 2 (10/01/24-09/30/25)	YEAR 3 (10/01/25-09/30/26)
6	Shell Rotella® ELC AF 50-50/55 Gallon Drum	Drum	1	+ 20%	+ 20%	+ 20%
7	Shell® T2 Heavy Duty 15W40 CK4/01	Gal	215	+ 15%	+ 15%	+ 15%
8	FormulaShell® SAE 10W-40/55 Gallon Drum	Drum	4	+ 20%	+ 20%	+ 20%

Will Call Services for Off-Road Equipment (Diesel Fuel Markup Pricing- OPIS Orlando Terminal)						
Item	Product	Unit	Est Qty	YEAR 1 (11/01/23-09/30/24)	YEAR 2 (10/01/24-09/30/25)	YEAR 3 (10/01/25-09/30/26)
9	Ultra Low Sulfur No. 2 Dyed Diesel Fuel (requested as-needed)	Gal	148,424	+ \$0.28	+ \$0.30	+ \$0.32

- i. Diesel Fuel Markup Pricing (Items 1, 2, and 9): Pricing is inclusive of all associated fees to include, but not limited to, drop charges, pump charges, split delivery charges, all state and local taxes, and/or minimum freight charges. This Diesel Fuel Markup Pricing will be added to the “base price” defined as the current Oil Price Information Service (“OPIS”) average, unbranded price per gallon for the Gulf Waterborne Delivered Spot – Orlando Terminal. The Contractor will increase or decrease the price per gallon daily based upon the current OPIS price. The Contractor will provide the OPIS report when requested.
 - ii. Diesel Exhaust Fluid (“DEF”), Hydraulic Fluid, and Motor Oil Pricing (Items 3, 4 and 5): Unit pricing is inclusive of all associated fees to include, but not limited to, drop charges, pump charges, split delivery charges, all state and local taxes, and/or minimum freight charges on unit pricing provided. This Agreement’s purchasing volumes will be used as the minimums for Loan 387 dated January 05, 2021.
 - iii. Miscellaneous Ad-Hoc Items Markup Pricing (Items 6, 7 and 8): Pricing is inclusive of all associated fees to include, but not limited to, drop charges, pump charges, split delivery charges, all state and local taxes, and/or minimum freight charges. This percent markup is applied to the Contractor’s wholesale cost.
- b. The Contractor shall on the twenty-fifth (25th) day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

c. Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make equal monthly payments to the Contractor on account of the Fixed Fee. Such monthly payments shall be made on or before the fifteenth (15th) day of each calendar month or the twentieth (20th) day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

d. Contractor shall be compensated for any Services beyond those set forth in Article 2, in such an amount as the parties shall mutually agree in advance, such amount to be added to the Fixed Fees and invoiced and paid in accordance with the terms of Paragraphs b and c above; provided, however, that Contractor shall not be entitled to compensation for such Services unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of Article 6 of this Agreement.

e. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or in any Changed Service Authorization, in accordance with the provisions of Article 6 of this Agreement. In such event Owner shall be entitled to a proportionate reduction to the Fixed Fees.

f. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
C/O: Reedy Creek Energy Services – Utilities Division
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869
All invoices shall be sent to WDW.RCES.Billing@disney.com

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

a. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;

- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

b. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.

c. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.

d. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

e. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

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

g. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. **MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.**

a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

7. **PROTECTION OF PERSONS AND PROPERTY.**

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

8. **BOOKS AND RECORDS.**

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

9. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

10. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

11. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination.

12. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion

of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

13. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
10450 Turkey Lake Road, Box #690519
Orlando, Florida 32869
Attention: Contracting Officer

If to Contractor: LYNCH FUEL COMPANY LLC
1244 E. Carroll Street
Kissimmee, FL 34744
Attention: James Wells

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. OWNERSHIP OF WORK PRODUCT.

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Article 9 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

b. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

15. LEGAL PROCEEDINGS.

a. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

c. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

16. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

17. THE OWNER'S REPRESENTATIVES.

Reedy Creek Energy Services, whose designated representative is JASON HERRICK, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner;

provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

18. PUBLIC RECORDS.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@RCID.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.

a. THE CONTRACTOR/CONSULTANT SHALL:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor/consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor/consultant or keep and maintain public records required by the public agency to perform the service. If the contractor/consultant transfers all public records to the public agency upon completion of the contract, the contractor/consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor/consultant keeps and maintains public records upon completion of the contract, the contractor/consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. REQUEST FOR RECORDS; NONCOMPLIANCE:

1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor/consultant of the request, and the contractor/consultant must provide the records to the public agency

or allow the records to be inspected or copied within a reasonable time. If a contractor/consultant does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

2. A contractor/consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

c. **CIVIL ACTION:**

1. If a civil action is filed against a contractor/consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor/consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the contractor/consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor/consultant has not complied with the request, to the public agency and to the contractor/consultant.
2. A notice complies with subparagraph (c) ii. if it is sent to the public agency's custodian of public records and to the contractor/consultant at the contractor's/consultant's address listed on its contract with the public agency or to the contractor's/consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
3. A contractor/consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

19. **E-VERIFY COMPLIANCE.**

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

20. **NON-FUNDING.**

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

21. SCRUTINIZED COMPANIES.

a. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

1. 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 Florida Statutes; and/or
2. Engaged in business operations in Cuba or Syria.

d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

1. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes, and/or
2. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

e. If this Agreement is terminated by the Owner as provided in paragraph d above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

f. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner’s termination.

g. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

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

OWNER
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONTRACTOR
LYNCH FUEL COMPANY LLC

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: Martin Garcia

Print Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

Exhibit A
SCOPE OF SERVICES AND PRICING
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Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to provide tank wagon fueling services including onsite delivery and/or fueling, bulk orders for hydraulic fluid and motor oil, will call fueling for Ultra Low Sulfur No. 2 Dyed Diesel Fuel, and miscellaneous ad hoc items as described herein.

SECTION 1. SCOPE OF SERVICES FOR TANK WAGON FUELING

1.1 Contractor shall provide Tank Wagon Fueling services for Reedy Creek Energy Services' ("RCES") diesel trucks, loaders, and forklifts which includes onsite delivery and/or fueling of undyed (clear) ultra-low sulfur No. 2 diesel fuel and diesel exhaust fluid ("DEF") that meets ISO 22241-1 standards; bulk orders to refill 275 gallon tanks with Shell Rotella® T5 10W30 CK4/01; and Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES, for vehicles listed below; along with refilling generator(s) with dyed, off-road diesel fuel.

1.2 **RCES VEHICLE LIST FOR TANK WAGON FUELING:**

Vehicle and Location Table				
Vehicle ID	Description of Vehicle	Name of Facility and Location	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Diesel Exhaust Fluid (DEF)
7508	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
10199	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
10495	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
10471	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
10643	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
10890	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
11147	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
11148	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
11171	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
RC110	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
RC112	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
RC118	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC128	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC129	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC130	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC131	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC139	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC140	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X

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Vehicle ID	Description of Vehicle	Name of Facility and Location	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Diesel Exhaust Fluid (DEF)
RC142	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC144	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC145	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC149	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC150	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC160	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC161	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC162	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC172	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC173	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC174	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC175	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC176	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
10471	Diesel Truck	Food Waste Transfer Station: 2010 South Service Lane	X	X
Cat 930	Diesel Loader	Solid Waste Transfer Station: 2264 South Service Lane	X	X
Cat 950M	Diesel Loader	Recycle Material Handling Facility 2300 Recycle Way	X	X
Cat 950	Diesel Loader	Food Waste Transfer Station: 2010 South Service Lane	X	
John Deere	Diesel Loader	Solid Waste Transfer Station: 2264 South Service Lane	X	
Crown	Forklift	Recycle Material Handling Facility 2300 Recycle Way	X	
Piggy Back	Forklift	Solid Waste Transfer Station: 2264 South Service Lane	X	
Piggy Back	Forklift	Solid Waste Transfer Station: 2264 South Service Lane	X	
Capacity	Yard Dog	Recycle Material Handling Facility 2300 Recycle Way	X	
TICO	Yard Dog	Solid Waste Transfer Station: 2264 South Service Lane	X	X

1.3 GENERATOR LIST FOR TANK WAGON FUELING:

Generator Description	Model Number	Name of Facility and Location	Tank Size	Dyed Ultra-Low Sulfur No. 2 Diesel Fuel
WhisperWatt Diesel Power AC Generator	DCA – 125SSIU4F	South Service Area Operations Bldg: 2151 South Service Lane	169 gallons	X

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1.4 SERVICE SCHEDULE FOR TANK WAGON FUELING:

Description of Product	Number/Description of Vehicles/Equipment	Nights Per Week
Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel *Vehicles as listed in above table.	36	7 Nights (Sunday – Saturday)
Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel *For only Vehicle ID's Cat 950M, Crown, and Capacity.	3	4 Nights (every other night)
Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel *Only Vehicle ID 10471	1	*as needed by order
DEF that meets ISO 22241-1 standards *As noted in vehicle and location table.	24	2 Nights (Sundays & Wednesdays)
Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES)	275 gallon tanks	*as needed by order
Shell Rotella® T5 10W30 CK4/01	275 gallon tanks	*as needed by order
Dyed Ultra Low Sulfur No. 2 Diesel Fuel	1 (generator; approx. 90 gallons)	7 Nights (Sunday – Saturday)

- A. Contractor shall abide by the Service Schedule above. However, ALL deliveries shall be made nightly between the hours of **10:00 PM** and **4:00 AM** eastern standard time, Sunday through Saturday for Undyed (Clear) Ultra-Low Sulfur No. 2 Diesel. DEF that meets ISO 22241-1 standards deliveries shall be made no less than two (2) nights per week. Contractor shall deliver both DEF and undyed (clear) ultra-low sulfur No. 2 diesel at the same time when schedule requires it.
- B. The Contractor understands all deliveries will also include deliveries on all holidays to include, but not limited to New Year's Day, Martin Luther King's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve and Christmas Day. **The Owner's operation is a twenty-four (24) hour day, three-hundred sixty-five days per year operation.**
- C. **NOTE:** All tank wagons making deliveries must be metered with the capacity to issue printed delivery tickets and equipped with sealed state approved compartment markers. Printed metered tickets shall be supplied along with invoice for services rendered.
- D. Occasionally, the District will have rental equipment that require undyed (clear) ultra-low sulfur No. 2 diesel fuel. These orders will be issued on an as-needed basis. Pricing will remain the same.
- E. The District does have a WhisperWatt Diesel Power AC Generator Model DCA – 125SSIU4F located at 2151 South Service Lane, which is to be fueled nightly, seven (7) days a week, with dyed ultra-low sulfur no. 2 diesel fuel. Services to this generator shall follow the same schedule as the vehicles.
- F. Orders shall be placed via phone or email as needed, and delivery shall be completed within twenty-four (24) hours after order is placed to the below mapped locations.
- G. The below pictures provides a representation of those fleet of vehicles for nightly deliveries.



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1.5 FACILITY AND DELIVERY LOCATIONS:



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- A. For deliveries of the hydraulic fluid and motor oil bulk orders tanks are located inside the shop located at the Solid Waste Transfer Station at: 2264 South Service Lane, Bay Lake, FL 32821.
- B. A picture of the tanks to be refilled as needed with hydraulic fluid and oil is shown below.



- C. An example picture of a fuel tank for nightly Tank Wagon Fueling Services is shown above.

SECTION 2. SCOPE OF SERVICES FOR WILL CALL FUELING OF OFF-ROAD EQUIPMENT

- 2.1 Contractor shall provide Will Call Fueling services for RCES equipment which includes, but is not limited to emergency generators, emergency pumps, air compressors, booster pumps, water pumps, emergency sanitary pumps this includes the Contractor providing all necessary tools, labor, equipment, and materials to provide onsite delivery and/or fueling of off-road, ultra-low sulfur No. 2 dyed diesel fuel.

2.2 RCES EQUIPMENT LIST FOR WILL CALL FUELING:
(Tank sizes below are in gallons.)

Location Name	Type of Equipment	Manufacturer	Model Number	Tank Size	Address
Pump Station B	Emergency Generator	Caterpillar	SR4	2,000	890 Cypress Dr.
Pump Station C	Emergency Generator	Kato	500-4833661111	2,000	1945 E. Buena Vista Dr.
Pump Station D	Emergency Generator	Kohler	900R0ZD	4,000	1604 W. Buena Vista Dr.
Well #2A	Emergency Generator	Cummins	DFEJ-1615387	869	~140 Ft. South of 501 Cypress Dr.
Well #9	Emergency Generator	Caterpillar	3208	675	5810 Center Dr.
Well #16	Emergency Generator	Caterpillar	SR4	1,000	3405 East Buena Vista Dr.
Well #17	Emergency Generator	Caterpillar	SR4	1,000	~350 Ft. South of 1001 W. Buena Vista Dr.
Well #18	Emergency Generator	Kohler	250R0ZD71	400	1000 World Dr.
WWTP #1	Emergency Generator	Detroit	572RSL7027BP-228W	370	~25 FT East Of 2130 South Service Ln.
WWTP #2	Emergency Generator	Detroit	572RSL7030BP-228W	450	~20 FT West Of 2020 South Service Ln.

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Location Name	Type of Equipment	Manufacturer	Model Number	Tank Size	Address
WWTP #3	Emergency Generator	Detroit	433RSL7021BF-228W	280	~ 60 FT South Of 2131 South Service Ln.
WWTP #4	Emergency Generator	Detroit	431RSL7005BH-228W	165	~30 FT North Of 2144 South Service Ln.
RCID LAB	Emergency Generator	Kohler	30R0Z281	100	2191 South Service Ln.
RCID Fire #1	Emergency Generator	Kohler	125R0Z171	240	651 E. Buena Vista Dr.
RCID Fire #3B	Emergency Generator	Caterpillar	D125-6	200	1001 Maple Rd.
RCID Fire #4	Emergency Generator	Detroit	150DSEJB	266	1920 E. Buena Vista Dr.
Lift #1	Emergency Pump	Kohler	400RE0Z J	2,644	1320 Disney Vacation Club Way
Lift #1 Pump	Emergency Pump	Detroit Diesel	DET/4-71	150	1320 Disney Vacation Club Way
Lift #5 Pump	Emergency Pump	Gorman-Rupp	PA6H60-QSB4.5P	450	1850 Hotel Plaza Blvd. #A
Lift #7	Emergency Generator	Caterpillar	3412	2,000	4730 N. World Dr.
Lift #8 Pump	Emergency Pump	Godwin	CD250M	350	1770 Seven Seas Dr.
Lift #28	Emergency Generator	Caterpillar	3406	165	891 Back Stage Ln.
Lift #28 Pump	Emergency Pump	John Deer	PE 404 52	120	891 Back Stage Ln.
Lift #36	Emergency Generator	Onsite Energy	MTU 6R0120 DS200	2,000	898 Cypress Dr.
Lift #46	Emergency Generator	Olympian	D125P1	450	2901 Bonnet Creek Rd.
Lift #47	Emergency Generator	Caterpillar	3114	35	2280 Recycle Way
Lift #55	Emergency Generator	Onan		2,000	1575 W. Buena Vista
Lift #59	Emergency Generator	Generac	96A00242-S	130	2174 EPCOT Resorts
Lift #60	Emergency Generator	Caterpillar	SR-48	500	West of 875 W Savannah Cir.
Lift #65	Emergency Generator	Generac	99A02567-S	450	~330 Ft. Southwest of 2602 Osceola Pkwy
Lift #91	Emergency Generator	Onan	DSGAC-7572817	500	2770 Flagler Ave.
Lift #96	Emergency Generator	Caterpillar	D125-6	500	~380 Ft. North of 10350 Dream Tree Blvd.
Garage Grapefruit	Emergency Generator	Cummins	DFEJ-1859342	1,750	1479 E. Buena Vista Dr.
Ped. Tower Grapefruit	Emergency Generator	Kohler	150RE0ZJF	500	1479 E. Buena Vista Dr. #B
OCSO Station	Emergency Generator	Aksa	APD-ULP150	275	2700 Village Services Trail

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Location Name	Type of Equipment	Manufacturer	Model Number	Tank Size	Address
CEP	D200P4	Olympian	D200P4	381	5300 Center Dr. #A
ECEP	DG-1	Steward Stevenson	S-20-645E4B	33,000	751 Backstage Ln.
ECEP	DG-2	Steward Stevenson	S-20-645E4B	33,000	751 Backstage Ln.
SSA	Air Compressor	Sullivan	D185	30	2003 South Service Ln.
LS Portable Pump 1	Emergency Sanitary Pump	Godwin	CD150M	100	245 Showbiz Blvd.
LS Portable Pump 2	Emergency Sanitary Pump	Godwin	CD150M	100	245 Showbiz Blvd.
LS Portable Pump 3	Emergency Sanitary Pump	Gorman-Rupp	16C2-B	37	245 Showbiz Blvd.
LS Portable Pump 4	Emergency Sanitary Pump	Thompson	4D-DHST-EOV-1B30X	26	2280 Recycle Way
LS Portable Pump 5	Emergency Sanitary Pump	Gorman-Rupp	16C2-B	33	245 Showbiz Blvd.
LS Portable Pump 6	Emergency Sanitary Pump	Griffin	250 HPND 1011	70	2151 South Service Ln.
LS Portable Pump 7	Emergency Sanitary Pump	Ford Gorman-Rupp	16C20-B	33	245 Showbiz Blvd.
Portable Pump (318)	Emergency Pump	Godwin	CD150M Silenced Dri-Prime	100	245 Showbiz Blvd.
Portable Pump (318)	Emergency Pump	Caterpillar	CD150M Silenced Dri-Prime	100	245 Showbiz Blvd.
Portable Generator 1	Emergency Generator	Caterpillar	XQ200-2	370	2151 South Service Ln.
Portable Generator 2	Emergency Generator	Detroit Coil Company	125DSEJB	400	2151 South Service Ln.
Portable Generator 3	Emergency Generator	Generac	93A02984-S	300	2151 South Service Ln.
Flamingo Crossing 1	Booster Pump	John Deer	6068 HF C08	425	2201 Western Way
Flamingo Crossing 2	Booster Pump	John Deer	6068 HF C08	425	2201 Western Way
Flamingo Crossing 3	Booster Pump	John Deer	6068 HF C08	425	2201 Western Way
Lift #50	Emergency Sanitary	Godwin	CD103M	80	245 Showbiz Blvd.
Light Tower	Portable Light Tower	Terex	RL4	30	2151 South Service Ln.
WWTP Gen 1	Generator	Steward Stevenson	Serial: 12VA86752	675	2151 South Service Ln.
WWTP Gen 2	Generator	Steward Stevenson	Serial: 12VF7394	675	2151 South Service Ln.
WWTP Gen 3	Generator	Steward Stevenson	Serial: 8VF154871	675	2151 South Service Ln.
WWTP Gen 4	Generator	Detroit Diesel	Serial: 4A286951	150	2151 South Service Ln.
Lift #41	Emergency Generator	Caterpillar	D40-6	500	1600 E Buena Vista Dr. #1

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2.3 SERVICE SCHEDULE FOR WILL CALL FUELING:

Description of Product	Number of Equipment	Fueling Needs
Dyed Ultra Low Sulfur No. 2 Diesel Fuel (Refer to Section 2.2 above for equipment list with locations)	61	Approximately two (2) times per year

- A. These will call fueling orders will be issued on an as-needed basis.
- B. Orders shall be placed via phone or email as-needed, and delivery shall be completed within twenty-four (24) hours after order is placed.
- C. All deliveries shall be made Monday through Friday between the hours of **8:00 AM** and **4:00 PM** eastern standard time, approximately two (2) times per year for dyed ultra-low sulfur No. 2 diesel.
 - i. The District may have further needs of fueling for this equipment the same rate shall apply, and those order requests will be made on an as needed basis to the awarded bidder.
 - ii. Unless deliveries are being made due to a public emergency, hurricane, fires, floods, or other acts of God the District does not require fueling needs on District recognized holidays or weekends.
- D. NOTE: ALL deliveries must be metered with the capacity to issue printed delivery tickets and equipped with sealed state approved compartment markers. Printed metered tickets shall be supplied along with invoice for services rendered.

SECTION 3. PRICING

- 3.1 Pricing is inclusive of all associated fees to include, but not limited to, drop charges, pump charges, split delivery charges, all state and local taxes, and/or minimum freight charges on unit pricing.
- 3.2 **Pricing for undyed clear diesel will be indexed using Oil Price Information Service (“OPIS”) average, unbranded price per gallon for the Gulf Waterborne Delivered Spot – Orlando Terminal.**
- 3.3 Occasionally, the Owner may have other fueling, DEF, hydraulic fluid, and/or oil needs for ad hoc requests at various locations across the Owner’s property. Contractor provided pricing based as a percentage markup applied on their wholesale cost, Owner will order these ad hoc items as-needed.
- 3.4 Estimated quantities provided are based on one (1) year of historical spending with the current and anticipated future fuel service. The estimated quantity furnished are approximates only. The Owner reserves the right to purchase any, all, or none of its requirements from Contractor.

SECTION 4. FIRST PRIORITY SERVICE

- 4.1 The Contractor understands before, during and after a public emergency, hurricane, fires, floods, or other acts of God the Owner requires a “first priority” basis for goods and services.
- 4.2 It is vital and imperative the citizens/visitors to the area are protected from an emergency situation which threatens public health and safety, as determined by the Owner.
- 4.3 The contractor agrees to rent/sell/lease all goods and services to the Owner on a first priority basis.
- 4.4 The Owner expects to pay a fair and reasonable price for all products in the event of a disaster, emergency, fire or hurricane.
- 4.5 Contractor shall furnish a twenty-four (24) hour phone number in the event of such emergency.

SECTION 5. DELIVERY SAFETY AND CLEANUP

- 5.1 All petroleum products shall be carefully loaded and protected during transportation and delivery. Any petroleum products found to be unsatisfactory shall be removed and replaced by satisfactory products at the expense of the Contractor.

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- 5.2 The Contractor and/or their subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. The Contractor will be responsible for prompt and thorough cleanup of all spillage per Environmental of Protections Agency (“EPA”) specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

End of Exhibit A

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- (i) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property. All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan (“PSSP”), a hazard analysis, pre-task

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planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Central Florida Tourism Oversight District. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, “vaping”, and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (“AWPs”) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle (“PTV”) if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane. Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner’s expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trash cans must be provided for the disposable cups and/or bottles.

Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

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II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (ACM) and/or Presumed Asbestos-Containing Materials (PACM), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

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C. CHLOROFLUOROCARBONS (CFCs)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (CFCs) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor's work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space ("PRCS"), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space ("PRCS") entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor's Project Specific Safety Plan ("PSSP"). In support of the Contractor's preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner's experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor's personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner's job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its

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sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

The Policy is that all electrical work ***shall*** be performed de-energized as a standard work practice. This Policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants

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and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment (“PPE”) and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6’) of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing (FRC).

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

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

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

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A flash protection boundary, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

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

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

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

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- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until

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the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards (“SRLs”) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn’t feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer’s instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor’s qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System (“PFAS”), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25’).

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5’) or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6’) or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (PFDs) are not required.

X. AERIAL WORK PLATFORMS (“AWP”)

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner’s request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP’s that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as “out of service” the vehicle shall not to be operated until it has been repaired.

The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer’s capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

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AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline (“SRL”) of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP’s are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

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Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services (RCES) between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

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Obtain a completed locate ticket through Sunshine State One Call of Florida (“SSOCOF”) by calling 811.

Call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office.

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office.

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

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It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (NCCCO).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water's edge, Ground Bearing Pressures (GBP) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing.

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Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems.

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (PPE) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab. Remove keys from unattended vehicles.

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Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.
- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B



Invitation to Bid

With Best and Final Offers

Issue Date: August 9, 2023
Title: Tank Wagon Fueling Services
Bid #: C006399
Bids Due: August 23, 2023 @ 2:00 P.M. EST.
Box Link: [Bid Documents Link Here](#)
Submit Bids To: Central Florida Tourism Oversight District
Andrea Osinski, Senior Procurement Analyst
aosinski@rcid.org
(689) 254-4346

SECTION 1. GENERAL INFORMATION

- 1.1 Central Florida Tourism Oversight District ("CFTOD", "Owner", or "District") is issuing this solicitation for its Utilities Department.
- 1.2 CFTOD requests qualified companies submit your bid and qualifications for consideration in the selection for Tank Wagon Fueling Services.
- 1.3 All dates and information contained herein may be extended, changed, or updated within the listing by addendum issued by CFTOD.
- 1.4

SECTION 2. TIME SCHEDULE

- 2.1 The District will attempt to use the following time schedule which will result in the award of a contract.

DESCRIPTION	DATE
MANDATORY Site Visit at 9:00 a.m. EST located at 2264 Service Lane Bay Lake, FL 32821. Wednesday, August 16, 2023.	August 16, 2023
All Written Questions and Inquiries are due on or before 5:00 PM EST	August 18, 2023
Bid Packages due by or before 2:00 PM EST	August 23, 2023
Final Bid Award Announced, on or around	August 25, 2023

NOTE: These dates are estimated only and are subject to change.

SECTION 3. INSTRUCTIONS TO BIDDERS

- 3.1 Meeting location for the Mandatory Site Visit is at the following address:
Solid Waste Transfer Station
2264 South Service Lane
Bay Lake, FL 32821

Please provide full name (listed on driver's license) of all participants by close of business on August 7, 2023, so that the names can be submitted to security for gate access.

- 3.2 All bids must be electronically submitted on or before 2:00 PM, on the listing end date/bid close date to aosinski@rcid.org for consideration.
- 3.3 Bids may not be submitted by any other means other than as described in Section 3.2. CFTOD will not accept bids sent by U.S. Mail, private couriers, fax, or email.
- 3.4 Any bids received after the stated time and date will not be considered.
- 3.5 Bids not conforming to the instructions will be subject to disqualification at the sole option of the District.

SECTION 4. INQUIRIES

- 4.1 All questions must be submitted electronically via email to Andrea Osinski at aosinski@rcid.org. Responses will be returned electronically and provided to all bidders. In the Subject Line of the email clearly indicate the following: **C006399 Tank Wagon Fueling Deliveries**.
- 4.2 If necessary, an addendum will be emailed to all bidders.
- 4.3 It is our normal policy in most cases that no addendum will be issued later than three (3) calendar days prior to the date for receipt of bids, except an addendum withdrawing the solicitation or one which includes postponement of the date for receipt of bids.
- 4.4 No verbal or written information which is obtained other than by information in this document, or by addendum, will be binding on the District.

SECTION 5. QUALIFICATION OF BIDDERS

- 5.1 Only qualified bidders will be invited by the Owner to submit bid proposals. Owner will accept no proposals from entities other than those specifically invited by the Owner.

SECTION 6. LOBBYING/BIDDER CONTACT/ANTI-COLLUSION

- 6.1 BIDDERS ARE HEREBY ADVISED THAT CONTACT IS NOT PERMITTED WITH ANY CFTOD PERSONNEL OR BOARD MEMBER DURING THE BID PERIOD RELATED TO OR INVOLVED WITH THIS REQUEST. BIDDERS ARE RESTRICTED FROM DISCUSSING THEIR SUBMITTALS AND THIS SOLICITATION WITH COMPETING FIRMS UNDER THIS SOLICITATION. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE ASSIGNED PROCUREMENT PERSONNEL.
- 6.2 Any bidder or any individuals that lobby on behalf of the bidder or interact with other bidders during the time specified will result in rejection/ disqualification of their bid under said solicitation.
- 6.3 Bidders shall not divulge, discuss, or compare this solicitation with any other bidder or collude with any other bidder in the preparation of their bid in order to gain an unfair advantage in the award of this contract. By submitting a bid, Bidder acknowledges all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

SECTION 7. MODIFICATION OR WITHDRAWAL OF BID

- 7.1 A Bid may not be modified, withdrawn, or cancelled by the Bidder for ninety (90) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting its Bid. Prior to the date and time of receipt of Bids, a Bidder may withdraw its Bid and resubmit at any time before the date and time stipulated for receipt of Bids.

SECTION 8. AWARD

- 8.1 CFTOD reserves the right to accept or reject any or all bids, and/or request best and final offers after bid submission.
- 8.2 CFTOD reserves the right to accept or reject any or all bids.
- 8.3 CFTOD reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any or all bids.
- 8.4 CFTOD will negotiate an agreement with the awarded bidder. If an agreement cannot be reached with the selected bidder, CFTOD reserves the right to negotiate with the next bidder (or subsequent bidder) until an agreement is reached.

SECTION 9. DELAY DAMAGES SUBJECT TO THIS PROJECT

The Owner may incur financial loss if the Work is not substantially and finally complete by the dates set forth in the Project Manual. The Contractor (and its Surety) shall be liable for damages in accordance with the applicable provisions of the Project Manual.

Liquidated damages: Not applicable to this project

SECTION 10. REQUIRED CLAUSES

- 10.1 **MATERIALS.** All materials submitted in response to this solicitation shall become the property of CFTOD.
- 10.2 **COST INCURRED IN RESPONDING.** All costs directly or indirectly related to bid preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.
- 10.3 **PUBLIC ENTITY CRIMES.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO(\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
- 10.4 **E-VERIFY.** The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the contract and shall expressly require any sub-consultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the contract term.
- 10.5 **FLORIDA STATUTE 287.05701.** Pursuant to Florida Law, the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, or give preference to a vendor based on the vendor's social, political, or ideological interests.
- 10.6 **INTELLECTUAL PROPERTY RIGHTS.** The proposer will indemnify and hold harmless, CFTOD from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by CFTOD. If the proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with CFTOD.

10.7 **SUBCONTRACTS.** Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-contractor and CFTOD.

- A. The proposer will be fully responsible to CFTOD for the acts and omissions of the sub-contractor and their employees.
- B. After award of the contract, any changes in sub-consultants requires prior CFTOD written approval.

10.8 **AGREEMENT.** A contract will be drafted after award for any work to be performed as a result of this solicitation. This solicitation, the submitted proposal, all attachments, and any addendum released, and the corresponding contract will constitute the complete agreement between the proposer and Reedy Creek Improvement District. Should there be any conflict between the terms of this solicitation, the submitted proposal, and the terms of the agreement (Contract), the terms of the Contract shall be final and binding. The solicitation shall control where in conflict with the submitted proposal.

10.9 **DISTRICT INSURANCE REQUIREMENTS.**

- A. The Contractor/Consultant shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
 - i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of **\$1,000,000** per occurrence;
 - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of **\$1,000,000** per occurrence;
 - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of **\$1,000,000** per occurrence;
 - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least **\$1,000,000** per occurrence; and
 - v. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least **\$1,000,000** per occurrence. This insurance may be on a claims-made form if there is a retroactive date that proceeds the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.

Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

- A. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.
- B. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- C. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- D. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub- subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

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

SECTION 11. ATTACHMENTS & EXHIBITS

EXHIBIT A – Scope of Service

EXHIBIT B – Bid Pricing Sheet*

ATTACHMENT 1 – Bid Submittal Affidavit*

ATTACHMENT 2 – Sample Contract

*Submit with Bid

Exhibit A - Scope of Services

ITB No.: C006399

Project: Tank Wagon Fueling Services

SECTION 1. SCOPE OF SERVICES

- 1.1 The scope of work of the Tank Wagon Fueling Services for Reedy Creek Energy Services' (RCES) diesel trucks, loaders, and forklifts includes the awarded bidder providing all necessary tools, labor, equipment, and materials to provide onsite delivery and/or fueling of undyed (clear) ultra-low sulfur No. 2 diesel fuel and diesel exhaust fluid (DEF) that meets ISO 22241-1 standards; bulk orders to refill 275 gallon tanks with Shell Rotella® T5 10W30 CK4/01; and Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES).

Vehicle and Location Table

Vehicle ID	Description of Vehicle	Name of Facility and Location	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Diesel Exhaust Fluid (DEF)
7508	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
10199	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
10495	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
10471	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
10643	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
10890	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
11147	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
11148	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
11171	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
RC110	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
RC112	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	
RC118	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC128	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC129	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC130	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC131	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X

Vehicle ID	Description of Vehicle	Name of Facility and Location	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Diesel Exhaust Fluid (DEF)
RC139	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC140	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC142	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC144	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC145	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC149	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC150	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC160	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC161	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC162	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC172	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC173	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC174	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC175	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
RC176	Diesel Truck	Solid Waste Transfer Station: 2264 South Service Lane	X	X
10471	Diesel Truck	Food Waste Transfer Station: 2010 South Service Lane	X	X
Cat 930	Diesel Loader	Solid Waste Transfer Station: 2264 South Service Lane	X	X
Cat 950M	Diesel Loader	Recycle Material Handling Facility: 2300 Recycle Way	X	X
Cat 950	Diesel Loader	Food Waste Transfer Station: 2010 South Service Lane	X	
John Deere	Diesel Loader	Solid Waste Transfer Station: 2264 South Service Lane	X	
Crown	Forklift	Recycle Material Handling Facility: 2300 Recycle Way	X	
Piggy Back	Forklift	Solid Waste Transfer Station: 2264 South Service Lane	X	
Piggy Back	Forklift	Solid Waste Transfer Station: 2264 South Service Lane	X	
Capacity	Yard Dog	Recycle Material Handling Facility: 2300 Recycle Way	X	
TICO	Yard Dog	Solid Waste Transfer Station: 2264 South Service Lane	X	X

1.2 SERVICE SCHEDULE:

Description of Product	Number of Vehicles	Nights per week
Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel *Vehicles as listed in above table.	36	7 Nights (Sunday – Saturday)
Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel *For only Vehicle ID's Cat 950M, Crown, and Capacity.	3	4 Nights (every other night)
Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel *Only Vehicle ID 10471	1	*as needed by order
DEF that meets ISO 22241-1 standards *As noted in vehicle and location table.	24	2 Nights (Sundays & Wednesdays)
Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES)	275 gallon tanks	*as needed by order
Shell Rotella® T5 10W30 CK4/01	275 gallon tanks	*as needed by order

Occasionally, the District will have rental equipment that require undyed (clear) ultra-low sulfur No. 2 diesel fuel. These orders will be issued on an as-needed basis. Pricing will remain the same.

Orders shall be placed via phone or email as needed, and delivery shall be completed within twenty-four (24) hours after order is placed to the below mapped locations.



Solid Waste Transfer Station:

2264 South Service Lane
Bay Lake, FL 32821

Location includes thirty-seven (37) of vehicles, two (2)
275 gallon refill of tanks for hydraulic & oil located inside
the shop.



Food Waste Transfer Station:

2010 South Service Lane
Bay Lake, FL 32821

Location includes one (1) diesel truck and one (1)
diesel loader.



For deliveries of the hydraulic fluid and motor oil bulk orders tanks are located inside the shop located at the Solid Waste Transfer Station at 2264 South Service Lane, Bay Lake FL 32821. Included below is a picture of the tanks to be refilled as needed with hydraulic fluid and oil. To assist we have also included an example picture of a fuel tank for nightly Tank Wagon Fueling Services.



Above pictures provides a representation of those fleet of vehicles for nightly deliveries. All deliveries shall be made nightly between the hours of 10:00 p.m. and 4:00 a.m. eastern standard time, Sunday through Saturday for undyed (clear) ultra-low sulfur No. 2 diesel. DEF that meets ISO 22241-1 standards deliveries shall be made no less than two (2) nights per week. Awarded bidder shall deliver both DEF and undyed (clear) ultra-low sulfur No. 2 diesel at the same time when schedule requires it.

NOTE: All tank wagons making deliveries must be metered with the capacity to issue a printed delivery tickets and equipped with sealed state approved compartment markers. Printed metered tickets shall be supplied along with invoice for services rendered.

- 1.3 Pricing shall be inclusive of all associated fees to include, but not limited to, drop charges, pump charges, split delivery charges, all state and local taxes, and/or minimum freight charges on unit pricing provided within bidder's submittal. Pricing will be indexed using as the base rate the August 4, 2023 OPIS average price per gallon from the OPIS Gulf Waterborne Delivered Spot – Orlando Terminal. The awarded bidder will increase or decrease the price per gallon every three months on the 1st of the month based upon the then current OPIS price versus the base price. The awarded bidder will provide the OPIS report used for the new rate to Central Florida Tourism Oversight District (CFTOD). Example: The contract base rate OPIS Gulf Waterborne Delivered Spot – Orlando Terminal gallon = \$3.22/gal., OPIS

Gulf Waterborne Delivered Spot – Orlando Terminal January 1st price = \$4.00/gal. New price starting January 1st would be the bid price per gallon plus (+) \$.78 (seventy-eight cents).

Repricing Schedule:

January 1st

April 1st

July 1st

October 1st

- 1.4 Estimated quantities have been provided based on one (1) year of historical spending with the current and anticipated future fuel service. The estimated quantity furnished is to be considered as approximate only and are to be used solely for the comparison of bids received. The District reserves the right to purchase any, all, or none of its requirements from bidder(s) awarded the bid.
- 1.5 Occasionally, the District may have other fueling, DEF, hydraulic fluid, and/or oil needs for ad hoc requests at various locations across the District's property. Awarded bidder will provide pricing based on a percentage markup. This cost will not be part of the total bid price for evaluation purposes.
- 1.6 All petroleum products shall be carefully loaded and protected during transportation and delivery. Any petroleum products found to be unsatisfactory shall be removed and replaced by satisfactory products at the expense of the awarded bidder.
- 1.7 The awarded bidder and/or their subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. The awarded bidder will be responsible for prompt and thorough cleanup of all spillage per Environmental of Protections Agency (EPA) specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.



EXHIBIT B – Bid Pricing Sheet

(Addendum No. 1 Revisions)

Bid # C006399

Project: Tank Wagon Fueling Services

Bidder Name: Lynch Oil Company

Note: Estimated quantities have been provided based on one (1) year of historical spending with the current and anticipated future fuel service. The estimated quantity furnished is to be considered as approximate only and are to be used solely for the comparison of bids received. The District reserves the right to purchase any, all, or none of its requirements from bidder(s) awarded the bid.

All charges including, but not limited to, drop charges, pump charges, split delivery charges, all state and local taxes, and/or minimum freight charges shall be included in unit pricing.

Occasionally, the District may have other fueling, DEF, hydraulic fluid, and/or oil needs for ad hoc requests at various locations across the District's property. Awarded bidder will provide pricing as a percentage markup applied on vendor's actual cost. For evaluation purposes, these bid line items will not be part of the total bid price.

Note: Fill In All Pink Areas. Estimated Annual Totals Automatically Tabulate

#	YEAR 1 (Oct 1, 2023- Sept 30, 2024)	UNIT	QUANTITY	UNIT PRICE PER SERVICE	ESTIMATED ANNUAL TOTAL
Diesel Fuel					
1	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Gallons	133,244	\$ 4.55	\$ 606,260.20
2	Ultra Low Sulfur No. 2 Dyed Diesel Fuel, nightly generator refill	Gallons	36,175	\$ 4.21	\$ 152,296.75
Diesel Exhaust Fluid					
3	Diesel Exhaust Fluid (DEF) that meets ISO 22241-1 standards	Gallons	4,600	\$ 3.15	\$ 14,490.00
Hydraulic Fluid and Motor Oil					
4	Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES)	Gallons	231	\$ 10.20	\$ 2,356.20
5	Shell Rotella® T5 10W30 CK4/01	Gallons	371	\$ 15.82	\$ 5,869.22
Miscellaneous Ad-Hoc Items (Percentage Mark-Up)					
6	Shell Rotella® ELC AF 50-50/ 55 Gallon Drum	Drum	1	20.00%	
7	Shell® T2 Heavy Duty 15W40 CK4/01	Gallons	215	15.00%	
8	FormulaShell® SAE 10W-40/ 55 Gallon Drum	Drum	4	20.00%	
Off-Road Equipment - Will Call Services					
9	Ultra Low Sulfur No. 2 Dyed Diesel Fuel	Gallons	148,424	4.21	\$ 624,865.04
YEAR 1 TOTAL					\$ 1,406,137.41
#	YEAR 2 (Oct 1, 2024- Sept 30, 2025)	UNIT	QUANTITY	UNIT PRICE PER SERVICE	ESTIMATED ANNUAL TOTAL
Diesel Fuel					
10	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Gallons	133,244	\$ 4.55	\$ 606,260.20
11	Ultra Low Sulfur No. 2 Dyed Diesel Fuel	Gallons	36,175	\$ 4.21	\$ 152,296.75
Diesel Exhaust Fluid					
12	Diesel Exhaust Fluid (DEF) that meets ISO 22241-1 standards	Gallons	4,600	\$ 3.15	\$ 14,490.00
Hydraulic Fluid and Motor Oil					
13	Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES)	Gallons	231	\$ 10.75	\$ 2,483.25
14	Shell Rotella® T5 10W30 CK4/01	Gallons	371	\$ 16.58	\$ 6,151.18
Miscellaneous Ad-Hoc Items (Percentage Mark-Up)					
15	Shell Rotella® ELC AF 50-50/ 55 Gallon Drum	Drum	1	20.00%	
16	Shell® T2 Heavy Duty 15W40 CK4/01	Gallons	215	15.00%	
17	FormulaShell® SAE 10W-40/ 55 Gallon Drum	Drum	4	20.00%	
Equipment - Will Call Services					
18	Ultra Low Sulfur No. 2 Dyed Diesel Fuel	Gallons	148,424	4.21	\$ 624,865.04
YEAR 2 TOTAL					\$ 1,406,546.42

EXHIBIT B – Bid Pricing Sheet

(Addendum No. 1 Revisions)

#	YEAR 3 (Oct 1, 2025- Sept 30, 2026)	UNIT	QUANTITY	UNIT PRICE PER SERVICE	ESTIMATED ANNUAL TOTAL
Diesel Fuel					
19	Undyed (Clear) Ultra Low Sulfur No. 2 Diesel Fuel	Gallons	133,244	\$ 4.55	\$ 606,260.20
20	Ultra Low Sulfur No. 2 Dyed Diesel Fuel	Gallons	36,175	\$ 4.21	\$ 152,296.75
Diesel Exhaust Fluid					
21	Diesel Exhaust Fluid (DEF) that meets ISO 22241-1 standards	Gallons	4,600	\$ 3.15	\$ 14,490.00
Hydraulic Fluid and Motor Oil					
22	Shell® Hydraulic S2 Oil AW 68/01 (or comparable product approved by RCES)	Gallons	231	\$ 11.42	\$ 2,638.02
23	Shell Rotella® T5 10W30 CK4/01	Gallons	371	\$ 17.72	\$ 6,574.12
Miscellaneous Ad-Hoc Items (Percentage Mark-Up)					
24	Shell Rotella® ELC AF 50-50/ 55 Gallon Drum	Drum	1	20.00%	
25	Shell® T2 Heavy Duty 15W40 CK4/01	Gallons	215	15.00%	
26	FormulaShell® SAE 10W-40/ 55 Gallon Drum	Drum	4	20.00%	
Equipment - Will Call Services					
27	Ultra Low Sulfur No. 2 Dyed Diesel Fuel	Gallons	148,424	4.21	\$ 624,865.04
YEAR 3 TOTAL					\$ 1,407,124.13
ESTIMATED CONTRACT TOTAL					\$ 4,219,807.96

Attachment 1 - Bid Submittal Affidavit

Title: Tank Wagon Fueling Services
Bid #: C006399
Contact: Central Florida Tourism Oversight District
Andrea Osinski, Senior Procurement Analyst
aosinski@rcid.org
(689) 254-4346

SECTION 1. BASE BID

Company Name: Lynch Oil Company

We have examined all the bidding documents and the site of the Work, and submit the following bid proposal in which we affirm the following statements:

- A) We will hold our Bid open and valid for ninety (90) days from the date of bid opening;
- B) We will enter into an Agreement on the form provided by the Owner if awarded the contract;
- C) We will perform and complete all Work in strict compliance with the Contract Documents as defined in the Scope of Services;
- E) We will perform and complete all Work for the Price of:

(Bid in words)

Four million, four hundred seventy thousand, five hundred forty one DOLLARS

(\$ 4,477,541.00) which covers the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, labor, equipment, materials, and all taxes).

SECTION 2. BID DOCUMENTS and ADDENDUM ACKNOWLEDGEMENT

Our company acknowledges receipt of the Invitation to Bid, and all other bidding documents for the Project including the following Addendums:

Addendum No. 1, dated 08/18/2023.
Addendum No. 2, dated 08/18/2023.
Addendum No. 3, dated 08/21/2023.
Addendum No. 4, dated 08/24/2023.
Addendum No. , dated .
Addendum No. , dated .

SECTION 3. BIDDER CHECKLIST

- ☒ Bidder acknowledges receipt of all Addenda.
- ☒ Bidder has submitted this complete and signed Bid Affidavit.

SECTION 4. BID AFFIDAVIT; NON-COLLUSION

I, James Wells, as a duly authorized employee of the Company, affirm I have executed this Bid with full authority to do so and that the Company has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with above named project with any other Bidder, and;


that all statements contained in our bid and in this affidavit are true and correct, and made with full knowledge that Central Florida Tourism Oversight District relies upon the truth of the statements contained in said Bid, and in the statements contained in this affidavit in awarding a contract for this project.

Affirmed this 22 day of August, 2,023.

LEGAL COMPANY NAME:

Lynch Oil Company

By: James Wells
(Signature)

 Digitally signed by James Wells
Date: 2023.08.23 11:44:18 -04'00'

Printed Name: James Wells

Title: President

Telephone: 4079084152

E-Mail: jwells@lynchoil.com

Home Office Address: 1244 E Carroll St, Kissimmee, FL

ATTACHMENT 2 – SAMPLE CONTRACT

Project: {cmsprojectname69}

Agreement No. {cmagreement356}

SERVICES AGREEMENT FOR TANK WAGON FUELING

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the ("Owner")), whose mailing address is P.O. Box 690519, Orlando, Florida 32869, and **{cmexternalpartyname363}**, (herein referred to as the "Contractor"), whose mailing address is {cmexternalpartyaddress335}, {cmexternalpartycity336}, {cmexternalpartystate340} {cmexternalpartyzipcode341}.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **{cmstartingdate287}** and ending **{cmexpirationdate287}**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Services Agreement, the Scope of Services, the Special Contract Conditions, the form of Changed Service Authorization, the form of General Release, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.

b. Services. The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the following List of Exhibits:

i. Exhibit A, Scope of Services and Pricing, ___ page

3. BASIS FOR COMPENSATION AND PAYMENTS.

Not To Exceed

a. Provided that the Contractor shall strictly and completely perform all of its obligations under the Agreement, and subject only to additions and deductions by Changed Service Authorization as set forth in Article 6, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of **{cmsfeeamt_proposedtotal337}** DOLLARS (**{cmsoriginal_totalamt172}**) (herein referred to as the "Lump Sum Fee") to cover the Contractor's profit, general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Services, all of which costs and expenses shall be borne solely by the Contractor.

b. The Contractor shall on the twenty-fifth (25th) day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

c. Based on the Contractor's Application for Payment, and the Owner's acceptance and approval thereof, the Owner shall make equal monthly payments to the Contractor on account of the Lump Sum Fee.

Services Agreement June 2023 ed.

Attachment 2

Such monthly payments shall be made on or before the fifteenth (15th) day of each calendar month or the twentieth (20th) day after receipt by the Owner of the Contractor's Application for Payment and of such documentation, to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

d. Contractor shall be compensated for any Services beyond those set forth in Article 2, in such an amount as the parties shall mutually agree in advance, such amount to be added to the Lump Sum Fee and invoiced and paid in accordance with the terms of Paragraphs b and c above; provided, however, that Contractor shall not be entitled to compensation for such Services unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of Article 6 of this Agreement.

e. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or in any Changed Service Authorization, in accordance with the provisions of Article 6 of this Agreement. In such event Owner shall be entitled to a proportionate reduction to the Lump Sum Fee.

f. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
C/O: Reedy Creek Energy Services – Utilities Division
Attention: Accounts Payable
P.O. Box 690759
Orlando, Florida 32869
All invoices shall be sent to WDW.RCES.Billing@disney.com

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

A. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;

- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
 - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
 - v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
 - vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
 - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
 - viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

- B. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.
- C. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- D. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- E. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

- F. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- G. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

- a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.
- b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

7. PROTECTION OF PERSONS AND PROPERTY.

- a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
- b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor

fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

8. BOOKS AND RECORDS.

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

9. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

10. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

11. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination.

12. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

13. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: **Central Florida Tourism Oversight District**
10450 Turkey Lake Road, Box #690519
Orlando, Florida 32869
Attention: Contracting Officer

If to Contractor: {cmexternalpartyname363}
{cmexternalpartyaddress335}
{cmexternalpartycity336}, {cmexternalpartystate340} {cmexternalpartyzipcode341}
Attention: {cmexternalpartycontactname343}

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. OWNERSHIP OF WORK PRODUCT

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Article 9 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

b. Without limiting the foregoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however,

that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

15. LEGAL PROCEEDINGS.

(a) The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

(b) Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

(c) In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

16. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

17. THE OWNER'S REPRESENTATIVES

Reedy Creek Energy Services, whose designated representative is {cmsownersrep_name76}, and whose mailing address is 10450 Turkey Lake Road, Box #690519 Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

THE COMPANY'S NAME whose mailing address THE COMPANY'S ADDRESS; shall act as the Owner's designated representative (herein referred to as the "Owner's Designated Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Contract.

18. PUBLIC RECORDS

PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS). IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@RCID.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.

A. THE CONTRACTOR/CONSULTANT SHALL:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor/consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor/consultant or keep and maintain public records required by the public agency to perform the service. If the contractor/consultant transfers all public records to the public agency upon completion of the contract, the contractor/consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor/consultant keeps and maintains public records upon completion of the contract, the contractor/consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

B. REQUEST FOR RECORDS; NONCOMPLIANCE:

1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor/consultant of the request, and the contractor/consultant must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a contractor/consultant does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
2. A contractor/consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

C. CIVIL ACTION:

1. If a civil action is filed against a contractor/consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor/consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the contractor/consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor/consultant has not complied with the request, to the public agency and to the contractor/consultant.

2. A notice complies with subparagraph (c) ii. if it is sent to the public agency's custodian of public records and to the contractor/consultant at the contractor's/consultant's address listed on its contract with the public agency or to the contractor's/consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
3. A contractor/consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

19. E-VERIFY COMPLIANCE

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of Section 11 hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

SIGNATURES FOLLOWING PAGE

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

OWNER

CONTRACTOR

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

{cmexternalpartyname363_CAPS}

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: _____ Glenton, Gilzean, Jr.

Print Name: _____

Title: _____ District Administrator

Title: _____

Date: _____

Date: _____

Exhibit A
Scope of Services and Pricing
Contract No. {cmagreement356}

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to

{ScopeOfService}

End of Exhibit A

SAMPLE



Addendum No. 1

Issue Date: August 18, 2023

Title: Tank Wagon Fueling Services

Bid #: C006399

To: All Bidders

Issued By: Central Florida Tourism Oversight District
Andrea Osinski, Senior Procurement Analyst
aosinski@rcid.org
(689) 254-4346

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 1 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. ADMINISTRATIVE ISSUANCES

1. Exhibit A – Scope of Services has been revised to include the addition of ad-hoc items. Pricing of these items will not be calculated in the overall total bid price.
2. Exhibit B – Bid Pricing Form has been revised to add miscellaneous items. Please include the percentage mark-up which will be applied to vendor's wholesale price at that time ordered for those items.
3. Items issued via Box.com today include:
 - Mandatory Site Visit– Log In Sheet
 - Invitation to Bid (REVISED)
 - Exhibit A – Scope of Services (REVISED)
 - Exhibit B – Bid Pricing Form (REVISED)

PART B. QUESTIONS/RESPONSES

Question 1: How do we come up with daily pricing and pricing per gallon distributed for bids?

Response 1: This bid does not require daily pricing. It will be re-priced every three months. Please refer to the scope of service that explains how to benchmark your pricing.

Question 2: Will they receive equipment list before the bid so that they can bid with some accuracy?

Response 2: Yes. See Exhibit A, Scope of Services (Addendum No. 1 Revisions).

Question 3: The annual gallons look low for the amount of trucks you have and the def burn rate. Is there way to confirm delivery amounts of diesel? According to the math you would take approximately 273 gallons of diesel per delivery. This seems extremely low.

Response 3: You were correct. We have endeavored to estimate these quantities in a better manner. See Exhibit B,



Bid Pricing Form (Addendum No. 1 Revisions) for revised quantities.

Question 3: Was wondering if we could get a copy of the OPIS Report you use. We currently do not use the OPIS Gulf Waterbourne Delivered Spot and may need to subscribe to get this report.

We currently use the Taft Orlando OPIS Report received at 10:30 a.m. This report may be different depending on what time of day you are subscribed for.

Response 3: Please see the attached copy of the report as part of this addendum.

NOTE: We have added generators that will be need to be re-filled with off-road diesel a minimum of two times a year.

END OF ADDENDUM

TMNL UBD HIGH RACK	311.00	311.50
TMNL UBD RACK AVG	311.00	311.50
CONT NET AVG-08/07	311.00	311.50
CONT NET LOW-08/07	311.00	311.50
CONT NET HI-08/07	311.00	311.50

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

CONT NET UBD LOW	311.00	311.50
CONT NET UBD HIGH	311.00	311.50
CONT NET UBD AVG	311.00	311.50

Copyright, Oil Price Information Service

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2023-08-07 10:00:29 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL CONV. CLEAR PRICES

9.0 RVP

Move

	Unl	Move	Mid	Move	Pre	Move	Date	Time
Shell-Mot b TFFL KINDER-M	-- --	-- --	333.05	+ .92	-- --	-- --	08/04	18:00
TMNL LOW RACK	-- --		333.05		-- --			
TMNL HIGH RACK	-- --		333.05		-- --			
TMNL RACK AVG	-- --		333.05		-- --			
OPIS GULF COAST SPOT MEAN - 08/04								
FOB COLONIAL 283.560	-- --	-- --						
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)								
FOB ORLANDO	-- --		306.97		-- --			
TMNL BRD LOW RACK	-- --		333.05		-- --			
TMNL BRD HIGH RACK	-- --		333.05		-- --			
TMNL BRD RACK AVG	-- --		333.05		-- --			
CONT AVG-08/07	-- --		337.27		-- --			
CONT NET AVG-08/07	-- --		333.05		-- --			
CONT NET LOW-08/07	-- --		333.05		-- --			
CONT NET HI-08/07	-- --		333.05		-- --			

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

CONT NET BRD LOW	-- --	333.05	-- --
CONT NET BRD HIGH	-- --	333.05	-- --
CONT NET BRD AVG	-- --	333.05	-- --

ORLANDO, FL

2023-08-07 10:00:29 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL CBOB ETHANOL(10%) PRICES

9.0 RVP

			Unl	Move	Mid	Move	Pre	Move	Date	Time
DKTS	u	TFFL	KINDER-M	255.33o	+ 3.28	-- --	-- --	301.36o	+ 4.31	07/20 18:00
Placid	u	TFFL	KINDER-M	259.20	+ 2.00	281.45	+ 2.00	312.40	+ 2.00	08/04 18:00
S.R.& M.	u	TFFL	KINDER-M	261.41	+ .83	-- --	-- --	304.41	+ .83	08/04 18:00
XOM	u	TFFL	KINDER-M	262.14	+ .93	284.14	+ .93	320.14	+ .93	08/04 19:00
Motiva	u	CCFL	VITOL	264.18	+ .98	292.18	+ .98	329.18	+ .98	08/04 18:00
Marathon	u	TFFL	KINDER-M	264.95	+ 1.00	286.62	+ 1.00	329.95	+ 1.00	08/04 18:00
Citgo	u	TFFL	KINDER-M	265.14	+ .88	288.14	+ .88	333.14	+ .88	08/04 18:00
Valero	u	TFFL	KINDER-M	265.21	+ 1.86	286.21	+ 1.86	321.21	+ .86	08/04 18:00
76-Mot	b	TFFL	KINDER-M	266.25	+ .91	299.25	+ .91	334.25	+ .91	08/04 18:00
Sunoco	b	CCFL	TRANSMONT	266.49	+ .61	289.20	+ .61	335.77	+ .78	08/04 18:00
Sunoco	b	CCFL	VITOL	266.49	+ .61	289.20	+ .61	335.77	+ .78	08/04 18:00
Sunoco	b	TFFL	KINDER-M	266.49	+ .61	289.20	+ .61	335.77	+ .78	08/04 18:00
Valero	b	TFFL	KINDER-M	266.50	+ .75	292.20	+ .75	335.70	+ .75	08/04 18:00
Marathon	b	TFFL	KINDER-M	266.55	+ 1.11	289.72	+ 1.11	336.05	+ 1.11	08/04 18:00
MPC-ARCO	b	TFFL	KINDER-M	266.55	+ 1.11	289.72	+ 1.11	336.05	+ 1.11	08/04 18:00
Shell-Mot	b	TFFL	KINDER-M	266.55	+ .91	301.55	+ .91	336.55	+ .91	08/04 18:00
Citgo	b	TFFL	KINDER-M	266.60	+ 1.25	290.46	+ 1.25	335.87	+ 1.26	08/04 18:00
BP	b	TFFL	KINDER-M	266.66	+ 1.11	300.44	+ 1.11	337.17	+ 1.11	08/04 18:00
Shell-Mot	b	CCFL	VITOL	266.75	+ .91	301.75	+ .91	336.75	+ .91	08/04 18:00
XOM	b	CCFL	VITOL	266.83	+ 1.05	292.83	+ 1.05	336.03	+ 1.04	08/04 19:00
XOM	b	TFFL	KINDER-M	266.83	+ 1.05	292.83	+ 1.05	336.03	+ 1.04	08/04 19:00
Chevron	b	TFFL	KINDER-M	267.50	+ .70	285.52	+ .70	335.61	+ .70	08/04 18:00
Texaco	b	TFFL	KINDER-M	267.50	+ .70	285.52	+ .70	335.61	+ .70	08/04 18:00
FlntHlsRs	u	TFFL	KINDER-M	267.65	+ 1.40	285.25	+ .70	307.95	- 1.80	08/04 18:00
Motiva	u	TFFL	KINDER-M	268.08	+ .98	296.08	+ .98	338.08	+ .98	08/04 18:00
Vitol	u	CCFL	VITOL	300.00o	+33.00	322.00o	+33.00	344.00o	+33.00	08/04 18:00
TMNL LOW RACK				259.20		281.45		304.41		
TMNL HIGH RACK				268.08		301.75		338.08		
TMNL RACK AVG				265.77		290.85		330.64		
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)										
FOB ORLANDO				265.29		-- --		303.92		
TMNL BRD LOW RACK				266.25		285.52		334.25		
TMNL BRD HIGH RACK				267.50		301.75		337.17		

TMNL BRD RACK AVG	266.70	292.63	335.93
TMNL UBD LOW RACK	259.20	281.45	304.41
TMNL UBD HIGH RACK	268.08	296.08	338.08
TMNL UBD RACK AVG	264.22	287.51	321.83
CONT AVG-08/07	267.55	292.42	331.47
CONT NET AVG-08/07	265.67	290.24	329.11
CONT NET LOW-08/07	259.20	281.45	304.41
CONT NET HI-08/07	268.08	301.55	337.17

o=out of product

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

CONT NET BRD LOW	266.25	285.52	334.25
CONT NET BRD HIGH	267.50	301.55	337.17
CONT NET BRD AVG	266.73	292.40	335.88
CONT NET UBD LOW	259.20	281.45	304.41
CONT NET UBD HIGH	268.08	296.08	333.14
CONT NET UBD AVG	264.22	286.84	319.80

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LOW RETAIL	346.25
AVG RETAIL	385.15
LOW RETAIL EX-TAX	288.63
AVG RETAIL EX-TAX	327.79

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2023-08-07 10:00:29 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL CBOB ETHANOL(10%) TOP TIER PRICES

9.0 RVP

	Unl	Move	Mid	Move	Pre	Move	Date	Time
FlntHlsRs u TFFL KINDER-M	268.00	+ 1.40	-- --	-- --	308.30	- 1.80	08/04	18:00
TMNL LOW RACK	268.00		-- --		308.30			
TMNL HIGH RACK	268.00		-- --		308.30			
TMNL RACK AVG	268.00		-- --		308.30			
TMNL UBD LOW RACK	268.00		-- --		308.30			
TMNL UBD HIGH RACK	268.00		-- --		308.30			
TMNL UBD RACK AVG	268.00		-- --		308.30			
CONT AVG-08/07	268.00		-- --		308.30			
CONT NET AVG-08/07	268.00		-- --		308.30			

CONT NET LOW-08/07	268.00	-- --	308.30
CONT NET HI-08/07	268.00	-- --	308.30

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

CONT NET UBD LOW	268.00	-- --	308.30
CONT NET UBD HIGH	268.00	-- --	308.30
CONT NET UBD AVG	268.00	-- --	308.30

ORLANDO, FL

2023-08-07 10:00:29 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL PURE ETHANOL PRICES

		w/out		with		Move	
		RINS	Move	RINS	Move	Date	Time
Vitol	u CCFL VITOL	135.00o	- 5.00	-- --	-- --	08/03	18:00
CONT AVG-08/07		-- --		-- --			
CONT NET AVG-08/07		-- --		-- --			
CONT NET LOW-08/07		-- --		-- --			
CONT NET HI-08/07		-- --		-- --			

o=out of product

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

ORLANDO, FL

2023-08-07 10:00:29 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL CONV. SUB-OCTANE PRICES

9.0 RVP

			Pre	Move	Date	Time
76-Mot	b TFFL KINDER-M	337.05	+ .91	08/04	18:00	
DKTS	u TFFL KINDER-M	329.01o	+ .57	07/20	18:00	
FlntHlsRs	u TFFL KINDER-M	324.46	- .90	08/04	18:00	
Marathon	b TFFL KINDER-M	332.45	+ 1.01	08/04	18:00	
Marathon	u TFFL KINDER-M	328.45	+ 1.00	08/04	18:00	
Motiva	u TFFL KINDER-M	337.98	+ .98	08/04	18:00	
Placid	u TFFL KINDER-M	324.35	+ 3.00	08/04	18:00	
Shell-Mot	b TFFL KINDER-M	338.05	+ .91	08/04	18:00	
Sunoco	b TFFL KINDER-M	343.96	+ 4.65	08/04	18:00	
Valero	b TFFL KINDER-M	335.80	+ 2.56	08/04	18:00	

Vitol	u	CCFL VITOL	341.00	+	1.00	08/04 18:00
XOM	b	TFFL KINDER-M	336.03	+	2.84	08/04 19:00
TMNL	LOW	RACK	324.35			
TMNL	HIGH	RACK	343.96			
TMNL	RACK	AVG	334.51			
TMNL	BRD	LOW RACK	332.45			
TMNL	BRD	HIGH RACK	343.96			
TMNL	BRD	RACK AVG	337.22			
TMNL	UBD	LOW RACK	324.35			
TMNL	UBD	HIGH RACK	341.00			
TMNL	UBD	RACK AVG	331.25			
CONT	AVG-08/07		336.68			
CONT	NET AVG-08/07		334.51			
CONT	NET LOW-08/07		324.35			
CONT	NET HI-08/07		343.96			

o=out of product

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

CONT	NET	BRD	LOW	332.45
CONT	NET	BRD	HIGH	343.96
CONT	NET	BRD	AVG	337.22
CONT	NET	UBD	LOW	324.35
CONT	NET	UBD	HIGH	341.00
CONT	NET	UBD	AVG	331.25

ORLANDO, FL

2023-08-07 10:00:29 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL ULTRA LOW SULFUR DISTILLATE PRICES

			No.2	Move	No.1	Move	Pre	Move	Move	Date	Time
DKTS	u	TFFL KINDER-M	277.65o	+ 1.78	-- --	-- --	-- --	-- --	-- --	07/20	18:00
Chevron	b	TFFL KINDER-M	318.29	- 1.10	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Texaco	b	TFFL KINDER-M	318.29	- 1.10	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Placid	u	TFFL KINDER-M	318.35	- .50	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Valero	b	TFFL KINDER-M	318.80	- 1.07	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Motiva	b	CCFL VITOL	318.94	- .77	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Motiva	b	TFFL KINDER-M	318.94	- .77	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Marathon	u	TFFL KINDER-M	318.95	- 1.00	-- --	-- --	-- --	-- --	-- --	08/04	18:00

Marathon	b	TFFL	KINDER-M	319.05	-	.26	--	--	--	--	--	08/04	18:00
76-Mot	b	TFFL	KINDER-M	319.10	-	.76	--	--	--	--	--	08/04	18:00
Motiva	u	TFFL	KINDER-M	319.15	-	.75	--	--	--	--	--	08/04	18:00
Shell-Mot	b	CCFL	VITOL	319.15	-	.76	--	--	--	--	--	08/04	18:00
Shell-Mot	b	TFFL	KINDER-M	319.15	-	.76	--	--	--	--	--	08/04	18:00
S.R.& M.	u	TFFL	KINDER-M	319.45	-	1.07	--	--	--	--	--	08/04	18:00
BP	b	TFFL	KINDER-M	319.47	+	.19	--	--	--	--	--	08/04	18:00
Sunoco	b	CCFL	TRANSMONT	319.58	-	.73	--	--	--	--	--	08/04	18:00
Sunoco	b	CCFL	VITOL	319.58	-	.73	--	--	--	--	--	08/04	18:00
Sunoco	b	TFFL	KINDER-M	319.58	-	.73	--	--	--	--	--	08/04	18:00
Citgo	b	TFFL	KINDER-M	319.71	-	1.08	--	--	--	--	--	08/04	18:00
Citgo	u	TFFL	KINDER-M	319.71	-	1.08	--	--	--	--	--	08/04	18:00
Valero	u	TFFL	KINDER-M	319.72	-	1.04	--	--	--	--	--	08/04	18:00
XOM	b	CCFL	VITOL	319.74	-	.88	--	--	--	--	--	08/04	19:00
XOM	b	TFFL	KINDER-M	319.74	-	.88	--	--	--	--	--	08/04	19:00
Huguenot	u	TFFL	KINDER-M	319.89	-	1.91	--	--	--	--	--	08/04	18:00
Motiva	u	CCFL	VITOL	319.90	-	.75	--	--	--	--	--	08/04	18:00
Vitol	u	CCFL	VITOL	320.00	-	1.00	--	--	--	--	--	08/04	18:00
XOM	u	TFFL	KINDER-M	332.66	-	1.07	--	--	--	--	--	08/04	19:00
FlntHlsRs	u	TFFL	KINDER-M	333.65	-	.05	--	--	--	--	--	08/04	18:00
TMNL LOW RACK				318.29			--	--		--	--		
TMNL HIGH RACK				333.65			--	--		--	--		
TMNL RACK AVG				320.32			--	--		--	--		
OPIS GULF COAST SPOT MEAN - 08/04													
FOB COLONIAL				299.595	--	--		--	--				
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)													
FOB ORLANDO				309.26			--	--		--	--		
TMNL BRD LOW RACK				318.29			--	--		--	--		
TMNL BRD HIGH RACK				319.74			--	--		--	--		
TMNL BRD RACK AVG				319.19			--	--		--	--		
TMNL UBD LOW RACK				318.35			--	--		--	--		
TMNL UBD HIGH RACK				333.65			--	--		--	--		
TMNL UBD RACK AVG				321.95			--	--		--	--		
CONT AVG-08/07				322.63			--	--		--	--		
CONT NET AVG-08/07				320.55			--	--		--	--		
CONT NET LOW-08/07				318.29			--	--		--	--		
CONT NET HI-08/07				333.65			--	--		--	--		

o=out of product

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

CONT NET BRD LOW	318.29	-- --	-- --
CONT NET BRD HIGH	319.74	-- --	-- --
CONT NET BRD AVG	319.10	-- --	-- --
CONT NET UBD LOW	318.35	-- --	-- --
CONT NET UBD HIGH	333.65	-- --	-- --
CONT NET UBD AVG	322.15	-- --	-- --

ORLANDO, FL

2023-08-07 10:00:29 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

			No.2	Move	No.1	Move	Pre	Move	Move	Date	Time
DKTS	u	TFFL KINDER-M	278.15	+ 1.78	-- --	-- --	-- --	-- --	-- --	07/20	18:00
XOM	b	TFFL KINDER-M	318.74	- .89	-- --	-- --	-- --	-- --	-- --	08/04	19:00
Chevron	b	TFFL KINDER-M	318.78	- 1.10	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Texaco	b	TFFL KINDER-M	318.78	- 1.10	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Placid	u	TFFL KINDER-M	318.85	- .50	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Valero	b	TFFL KINDER-M	319.30	- 1.07	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Marathon	u	TFFL KINDER-M	319.45	- 1.00	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Marathon	b	TFFL KINDER-M	319.55	- .25	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Motiva	u	TFFL KINDER-M	319.65	- .75	-- --	-- --	-- --	-- --	-- --	08/04	18:00
BP	b	TFFL KINDER-M	319.96	+ .19	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Sunoco	b	CCFL TRANSMONT	320.08	- .73	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Sunoco	b	TFFL KINDER-M	320.08	- .73	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Citgo	b	TFFL KINDER-M	320.11	- 1.08	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Citgo	u	TFFL KINDER-M	320.11	- 1.08	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Valero	u	TFFL KINDER-M	320.22	- 1.04	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Vitol	u	CCFL VITOL	320.35	- 1.00	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Huguenot	u	TFFL KINDER-M	320.39	- 1.91	-- --	-- --	-- --	-- --	-- --	08/04	18:00
Motiva	u	CCFL VITOL	320.40	- .75	-- --	-- --	-- --	-- --	-- --	08/04	18:00
S.R.& M.	u	TFFL KINDER-M	320.45	- 1.07	-- --	-- --	-- --	-- --	-- --	08/04	18:00
FlntHlsRs	u	TFFL KINDER-M	334.15	- .05	-- --	-- --	-- --	-- --	-- --	08/04	18:00
TMNL LOW RACK			318.74		-- --		-- --				
TMNL HIGH RACK			334.15		-- --		-- --				
TMNL RACK AVG			320.49		-- --		-- --				
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)											
FOB ORLANDO			309.61		-- --		-- --				

TMNL BRD LOW RACK	318.74	-- --	-- --
TMNL BRD HIGH RACK	320.11	-- --	-- --
TMNL BRD RACK AVG	319.49	-- --	-- --
TMNL UBD LOW RACK	318.85	-- --	-- --
TMNL UBD HIGH RACK	334.15	-- --	-- --
TMNL UBD RACK AVG	321.40	-- --	-- --
CONT AVG-08/07	322.38	-- --	-- --
CONT NET AVG-08/07	320.52	-- --	-- --
CONT NET LOW-08/07	318.74	-- --	-- --
CONT NET HI-08/07	334.15	-- --	-- --

o=out of product

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

CONT NET BRD LOW	318.74	-- --	-- --
CONT NET BRD HIGH	320.11	-- --	-- --
CONT NET BRD AVG	319.41	-- --	-- --
CONT NET UBD LOW	318.85	-- --	-- --
CONT NET UBD HIGH	334.15	-- --	-- --
CONT NET UBD AVG	321.51	-- --	-- --

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2023-08-07 10:00:29 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL WHOLESALE B0-5 SME BIODIESEL PRICES

			ULS	ULS2	Move		
			No.2	RD	Date	Time	
Chevron	b	TFFL KINDER-M	318.29	318.78	08/04	18:00	
Texaco	b	TFFL KINDER-M	318.29	318.78	08/04	18:00	
Valero	b	TFFL KINDER-M	318.80	319.30	08/04	18:00	
Motiva	b	TFFL KINDER-M	318.94	-- --	08/04	18:00	
Marathon	u	TFFL KINDER-M	318.95	319.45	08/04	18:00	
Marathon	b	TFFL KINDER-M	319.05	319.55	08/04	18:00	
76-Mot	b	TFFL KINDER-M	319.10	-- --	08/04	18:00	
Motiva	u	TFFL KINDER-M	319.15	319.65	08/04	18:00	
Shell-Mot	b	TFFL KINDER-M	319.15	-- --	08/04	18:00	
Sunoco	b	TFFL KINDER-M	319.58	-- --	08/04	18:00	
Valero	u	TFFL KINDER-M	319.72	320.22	08/04	18:00	
XOM	b	TFFL KINDER-M	319.74	318.74	08/04	19:00	
XOM	u	TFFL KINDER-M	332.66	333.16	08/04	19:00	

TMNL LOW RACK	318.29	318.74
TMNL HIGH RACK	332.66	333.16
TMNL RACK AVG	320.11	320.85
TMNL BRD LOW RACK	318.29	318.74
TMNL BRD HIGH RACK	319.74	319.55
TMNL BRD RACK AVG	318.99	319.03
TMNL UBD LOW RACK	318.95	319.45
TMNL UBD HIGH RACK	332.66	333.16
TMNL UBD RACK AVG	322.62	323.12
CONT NET AVG-08/07	320.11	320.85
CONT NET LOW-08/07	318.29	318.74
CONT NET HI-08/07	332.66	333.16

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

CONT NET BRD LOW	318.29	318.74
CONT NET BRD HIGH	319.74	319.55
CONT NET BRD AVG	318.99	319.03
CONT NET UBD LOW	318.95	319.45
CONT NET UBD HIGH	332.66	333.16
CONT NET UBD AVG	322.62	323.12

ORLANDO, FL

2023-08-07 10:00:29 EDT

****OPIS CONTRACT BENCHMARK FILE****

****OPIS NET TERMINAL WHOLESALE B5 SME BIODIESEL PRICES****

	ULS	Move
	No.2	Date Time
Vitol u CCFL VITOL	318.75	08/04 18:00
TMNL LOW RACK	318.75	
TMNL HIGH RACK	318.75	
TMNL RACK AVG	318.75	
TMNL UBD LOW RACK	318.75	
TMNL UBD HIGH RACK	318.75	
TMNL UBD RACK AVG	318.75	
CONT NET AVG-08/07	318.75	
CONT NET LOW-08/07	318.75	
CONT NET HI-08/07	318.75	

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

CONT NET UBD LOW	318.75
CONT NET UBD HIGH	318.75
CONT NET UBD AVG	318.75

ORLANDO, FL

2023-08-07 10:00:29 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL WHOLESALE B10 SME BIODIESEL PRICES

	ULS	Move
	No.2	Date Time
Vitol u CCFL VITOL	317.50	08/04 18:00
TMNL LOW RACK	317.50	
TMNL HIGH RACK	317.50	
TMNL RACK AVG	317.50	
TMNL UBD LOW RACK	317.50	
TMNL UBD HIGH RACK	317.50	
TMNL UBD RACK AVG	317.50	
CONT NET AVG-08/07	317.50	
CONT NET LOW-08/07	317.50	
CONT NET HI-08/07	317.50	

ADDITIONAL CONTRACT SUMMARY DATA - Effective 08/07

CONT NET UBD LOW	317.50
CONT NET UBD HIGH	317.50
CONT NET UBD AVG	317.50

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2023-08-07 10:00:29 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS NET TERMINAL WHOLESALE B20 SME BIODIESEL PRICES

	ULS	Move
	No.2	Date Time
Vitol u CCFL VITOL	315.00	08/04 18:00
TMNL LOW RACK	315.00	
TMNL HIGH RACK	315.00	
TMNL RACK AVG	315.00	
TMNL UBD LOW RACK	315.00	
TMNL UBD HIGH RACK	315.00	
TMNL UBD RACK AVG	315.00	



Addendum No. 2

Issue Date: August 18, 2023

Title: Tank Wagon Fueling Services

Bid #: C006399

To: All Bidders

Issued By: Central Florida Tourism Oversight District
Andrea Osinski, Senior Procurement Analyst
aosinski@rcid.org
(689) 254-4346

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 2 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. ADMINISTRATIVE ISSUANCES

1. Exhibit B – Bid Pricing Form has been revised to correct quantities for Diesel Exhaust Fluid (DEF).
2. Items issued via Box.com today include:
 - Exhibit B – Bid Pricing Form (REVISED)

PART B. QUESTIONS/RESPONSES

Question 1: You added the equipment will call at the bottom for additional quantities. What is this for?

Response 1: This is for the extensive generator list provided previously. These will be filled up a minimum of 2x's per year.

Question 2: I see generators at the top. Are these additional generators?

Response 2: Yes; there is one main generator that needs to be filled every night that takes 90 gallons a night. Occasionally, staff may direct you to fill up others as needed during the night service.

Question 3: Your will call gallons are higher than your nightly fill?

Response 3: Yes, there are a lot of generators.

Please Note: DEF quantities were incorrect on the prior bid form. This was a clerical error. The accurate amount should be ~4,600 as listed in the revised Exhibit B – Bid Pricing Form.

END OF ADDENDUM



Addendum No. 3

Issue Date: August 21, 2023

Title: Tank Wagon Fueling Services

Bid #: C006399

To: All Bidders

Issued By: Central Florida Tourism Oversight District
Andrea Osinski, Senior Procurement Analyst
aosinski@rcid.org
(689) 254-4346

NOTICE TO ALL BIDDERS

This addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders should acknowledge receipt of this Addendum No. 3 in the appropriate space provided of the Bid Pricing Form. It is the Bidder's responsibility to identify all addendums before placing a bid.

PART A. QUESTIONS/RESPONSES

Question 1: Do you know if the antifreeze is Nitrite Free (NF)? There are two of Rotella® ELC 50/50. Very important for your engines that we get the right one.

Response 1: Bid and supply only nitrite free (NF).

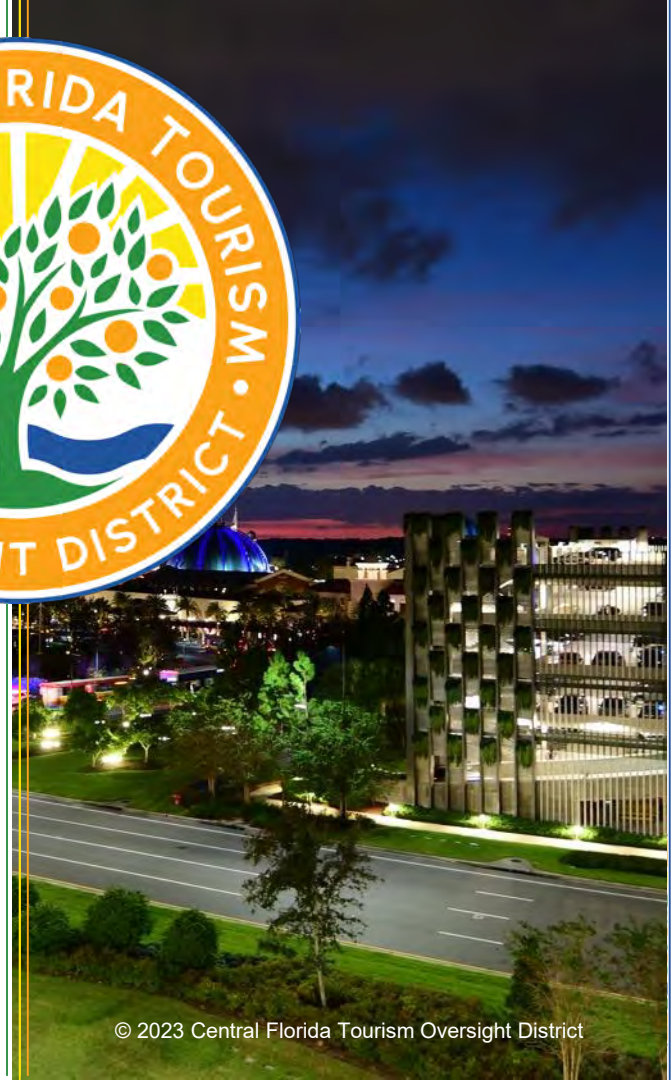
END OF ADDENDUM

8.1(j) Tank Wagon Fueling Services

(3-year contract with Lynch Fuel
Company, LLC)



November 15, 2023



Tank Wagon Fueling Services

- Reedy Creek Energy Services maintains and operates a fleet of forty (40) diesel vehicles used for the movement and disposal of the solid waste and recyclables program to the District.
- Each night these vehicles must be refueled for the daily operation of 365 days a year in moving approximately 130,000 tons of waste annually for the District's customers.



Tank Wagon Fueling Services

- Additionally, the District operates and maintains sixty-two (62) emergency generators, which supports as a back-up power supply for various lift stations, pump stations, wells, and operations building throughout the District.
- Lynch Fuel Company LLC will provide fueling services for each generator approximately two (2) times per year on an as-needed basis.
- Delivery services include hydraulic fluid and motor oil bulk orders.



Fuel tank example for nightly Tank Wagon Fueling Services



Tank Wagon Fueling Services

- After conducting an analysis of the bids received, it was determined to be more advantageous to extend an offer for best and final offers to be provided offering a mark-up price versus fixed fee.
- This provided the District with an overall estimated cost avoidance of \$793,843.89.
- For the tank wagon fueling service, two (2) bids were received. Lynch Fuel Company LLC. was the lowest responsive and responsible bidder.

Vendor's Legal Name	Vendor's City/State	Bid Amount
Lynch Fuel Company LLC	Bow, NH	\$3,425,964.07
Palmdale Oil Company LLC	Fort Pierce, FL	\$3,596,486.52



Tank Wagon Fueling Services

- Funding for this contract is budgeted for FY2024-25 in Account 335-107-530550-000 (Gas, Oil, & Accessories) in the amount of \$1,135,165.92; FY2025-26 for \$1,141,931.79; FY2026-27 for \$1,148,866.36.

CONTRACT PRICING SCHEDULE		
Year	Term	Estimated Annual Cost
1	October 1, 2023 - September 30, 2024	\$1,135,165.92
2	October 1, 2024 - September 30, 2025	\$1,141,931.79
3	October 1, 2025 - September 30, 2026	\$1,148,866.36
Estimated Total		\$3,425,964.07



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(k)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006450- Polymer Wastewater Treatment	
Requested Action	
Approve a two (2) year contract with Polydyne Inc. for polymer delivery for wastewater treatment with an approximate expenditure of \$845,680.50	
Staff Report	
Reedy Creek Energy Services operates the District’s Water Resource Recovery Facility (“WRRF”) which treats over four (4) billion gallons of wastewater each year. The treatment process requires the addition of three (3) different chemicals (polymer, ferric sulfate and chlorine) to maintain compliance with Florida Department of Environmental Protection (“FDEP”) regulations. Two (2) types of polymer (FBS C7802 and FBS C7803) are added at two (2) different stages in the treatment process, respectively. In both cases, polymer is used to help thicken waste activated sludge and lower water content.	
Additional Analysis	
On September 27, 2023, Invitation to Bid# C006450 was released to sourced vendors for the transportation and delivery of cationic polymers. The bidders were given the opportunity to submit bids for a not-to-exceed fee. The Utilities Services department is requesting approval of Contract# C006450 with Polydyne Inc. for the supply of polymer to the WRRF. Staff recommends approving the contract for the period of <u>December 1, 2023</u> through <u>September 30, 2025</u> .	
Fiscal Impact Summary	
Funding for this contract is budgeted for FY2024-25 in Account 333-108-5306800-000 (Chemicals) in the amount of \$393,214.50; FY2025-26 for \$452,466.00.	
Exhibits Attached	
1. Board Report 2. Itemized Bid Tabulation 3. Contract 4. Winning Bid 5. Presentation	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Bid# C006450-Polymer Wastewater Treatment in the amount of \$845,680.50

Presented By: Jason D. Herrick, Manager, Gas, Water & Waste Resources

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(k) Contract# C006450 for a two-year contract for polymer delivery for wastewater treatment with Polydyne Inc. with an expenditure of \$845,680.50.

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: 09/27/2023

BACKGROUND:

Reedy Creek Energy Services operates the District's Water Resource Recovery Facility ("WRRF") which treats over four billion gallons of wastewater each year. The treatment process requires the addition of three different chemicals (polymer, ferric sulfate and chlorine) to maintain compliance with Florida Department of Environmental Protection ("FDEP") regulations. Two types of polymer (FBS C7802 and FBS C7803) are added at two different stages in the treatment process, respectively. In both cases, polymer is used to help thicken waste activated sludge and lower water content.

FINDINGS AND CONCLUSIONS:

On September 27, 2023, Invitation to Bid# C006450 was released to bid for the transportation and delivery of cationic polymers. The bidders were given the opportunity to submit bids for a not-to-exceed fee. Four (4) bids were received as follows:

Vendor's Legal Name	Vendor's City/State	Bid Amount
CedarChem, LLC*	Cedartown, Georgia	\$978,895.00
Harcros Chemicals Inc.*	Kansas City, Kansas	\$1,213,300.00
Polydyne Inc.	Riceboro, Georgia	\$845,680.50
Zk3 Industries, LLC*	Hitchcock, Texas	\$1,178,285.00

*New Bidder (Not BuyLocal)

After conducting an analysis of the bids, the award was given to the lowest responsive and responsible bidder, Polydyne Inc.

The Utilities Services department is requesting approval of Contract# C006450 with Polydyne Inc. for the supply of polymer to the WRRF. Staff recommends approving the contract for the period of **December 1, 2023** through **September 30, 2025**.

FISCAL IMPACT:

Funding for this contract is budgeted for FY2024-25 in Account 333-108-5306800-000 (Chemicals) in the amount of \$393,214.50; FY2025-26 for \$452,466.00.

Contract Pricing Schedule		
YR	Term	Est. Annual Cost
1	December 1, 2023 - September 30, 2024	\$393,214.50
2	October 1, 2024 - September 30, 2025	\$452,466.00
Estimated Total		\$845,680.50

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – Polydyne Inc. (PDF)

Polydyne Inc. Bid



POLYMER FOR WASTEWATER TREATMENT SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the ("Owner")), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Polydyne Inc.**, (herein referred to as the ("Contractor")), whose mailing address is 1 Chemical Plant Road, Riceboro, Georgia 31323.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **December 1, 2023** and ending **September 30, 2025**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. **Agreement.** The Agreement consists of this Services Agreement, the Scope of Services, the Special Contract Conditions, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.

b. **Services.** The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the following List of Exhibits:

- i. Exhibit A, Scope of Services, 5 pages
- ii. Exhibit B, Special Contract Conditions, 15 pages

3. BASIS FOR COMPENSATION AND PAYMENTS.

Not to Exceed ("NTE") Fee

a. Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, a fee for time reasonably and properly incurred by Contractor in performance of its Services based upon the pricing shown on the attached Rate Schedule defined below. However, in no event shall the fee exceed **EIGHT HUNDRED FORTY-FIVE THOUSAND, SIX HUNDRED EIGHTY AND FIFTY ONE-HUNDREDTHS DOLLARS (\$845,680.50)**; and the Reimbursable Expenses shall in no event exceed **(N/A)**.

Rate Schedule						
Item	Description	Chemical	Qty	Unit	Unit Price	NTE Total
YEAR 1 (December 1, 2023-September 30, 2024)						
1.1	Polymer Blend for Sludge Thickening	FBS C7803	9,000	Gallons	\$10.773	\$96,957.00
1.2	Polymer Blend for Sludge Dewatering	FBS C7802	27,500	Gallons	\$10.773	\$296,257.50
YEAR 1 SUBTOTAL						\$393,214.50
YEAR 2 (October 1, 2024-September 30, 2025)						
2.1	Polymer Blend for Sludge Thickening	FBS C7803	9,000	Gallons	\$10.773	\$96,957.00
2.2	Polymer Blend for Sludge Dewatering	FBS C7802	33,000	Gallons	\$10.773	\$355,509.00
YEAR 2 SUBTOTAL						\$452,466.00
NOT-TO-EXCEED GRAND TOTAL (YEARS 1-2)						\$845,680.50

b. Payments shall be made monthly for Services plus Reimbursable Expenses incurred. Contractor shall invoice Owner, in the form required by Owner, on the first day of each calendar month for Services rendered during the preceding month plus Reimbursable Expenses incurred.

c. Reimbursable Expenses shall include only the actual and necessary costs and expenses, without markup, reasonably and properly incurred by Contractor in connection with the Services rendered under this Agreement. Direct expenses are determined and pre-approved by Owner.

d. Contractor shall provide any and all backup required by Owner in connection with time spent and Reimbursable Expenses incurred.

e. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.

f. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
C/O: Reedy Creek Energy Services – Utilities Division
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869
All invoices shall be sent to wdw.rces.billing@disney.com

g. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.

h. Owner retains the right to reduce any portion of Contractor's Services at any time.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

a. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;

- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

b. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.

c. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.

d. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

e. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

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

g. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. **MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.**

a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

7. **PROTECTION OF PERSONS AND PROPERTY.**

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

8. **BOOKS AND RECORDS.**

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

9. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

10. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

11. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination.

12. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion

of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

13. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
10450 Turkey Lake Road, Box #690519
Orlando, FL 32869
Attention: Contracting Officer

If to Contractor: POLYDYNE INC.
1 Chemical Plant Road
Riceboro, GA 31323
Attention: Boyd Stanley, Sr.

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. OWNERSHIP OF WORK PRODUCT.

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Article 9 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

b. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

15. LEGAL PROCEEDINGS.

a. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

c. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

16. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

17. THE OWNER'S REPRESENTATIVES.

Reedy Creek Energy Services, whose designated representative is **Jason Herrick**, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

18. PUBLIC RECORDS.

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 THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@OVERSIGHTDISTRICT.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.

a. THE CONTRACTOR SHALL:

- i. Keep and maintain public records required by the public agency to perform the service.
- ii. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. REQUEST FOR RECORDS; NONCOMPLIANCE:

- i. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- ii. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

c. **CIVIL ACTION:**

- i. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- ii. A notice complies with subparagraph c.2. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- iii. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

19. **NON-FUNDING.**

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

20. **E-VERIFY COMPLIANCE.**

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

21. **SCRUTINIZED COMPANIES.**

a. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

- i. 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 Florida Statutes; and/or
- ii. Engaged in business operations in Cuba or Syria.

d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

- i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes, and/or
- ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

e. If this Agreement is terminated by the Owner as provided in paragraph d above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

f. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner’s termination.

g. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

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

OWNER

CONTRACTOR

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

POLYDYNE INC.

Authorized
Signature: _____

Authorized
Signature: Boyd Stanley

Print Name: Martin Garcia

Print Name: Boyd Stanley

Title: Board Chairman

Title: Sr. Vice-President

Date: _____

Date: November 2, 2023

Exhibit A
SCOPE OF SERVICES
Contract No. C006450

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to supply and delivery of bulk orders of polymer blends to the Owner's South Service Area ("SSA"), located at 2151 South Service Lane, Lake Buena Vista, Florida 32830.

SECTION 1. SCOPE OF SERVICES OVERVIEW

Project:	Polymer Wastewater Treatment
Purpose:	Wastewater sludge thickening & dewatering at Owner's wastewater treatment facility
Chemical:	Polymer blends
Delivery Location:	Central Florida Tourism Oversight District, Wastewater Treatment Facility, known as the South Service Area ("SSA") 2151 South Service Lane, Lake Buena Vista, Florida 32830
Sludge Thickening Vehicle:	The sludge thickening polymer blend storage tank can accept rear or side discharge bulk delivery tanker trucks.
Sludge Dewatering Vehicle:	The sludge dewatering polymer blend storage tank can only accept rear discharge bulk delivery tanker trucks.

SECTION 2. SCOPE OF SERVICES

- 2.1 Contractor shall provide all labor, materials, tools, equipment and consumables required to visit Owner's wastewater facility once per year, during the month of May, to conduct a bench test to provide specific cationic polymer blends for sludge thickening and sludge dewatering including, but not limited to, the following specifications:
 - A. Polymers shall be readily and completely soluble in water;
 - B. Polymers must maintain ninety percent (90%) strength for up to six (6) full months after delivery;
 - C. Physical and chemical characteristics of the polymers shall not change during this period; and
 - D. Polymers shall meet all state and federal requirements for use in wastewater treatment.
 - E. Owner utilizes a centrifuge for wastewater dewatering.
- 2.2 The polymer blend for sludge thickening shall be supplied as follows:
 - A. Approximately semi-annually, Contractor shall provide, transport and deliver via side or rear discharge tanker truck the specific polymer blend for sludge thickening to Owner's wastewater facility.
 - B. Contractor shall deliver the specific polymer blend for sludge thickening to one (1), 6,000 gallon bulk storage tank by means of the tanker truck. The delivery driver shall coordinate with Owner's wastewater operator to facilitate the delivery.
 - C. Contractor shall deliver a total of approximately 9,000 gallons annually, or 4,500 gallons semi-annually.
 - D. Owner may alter the frequency of delivery depending on the changing needs of operations.
- 2.3 The polymer blend for sludge dewatering shall be supplied as follows:
 - A. Approximately bi-monthly, Contractor shall provide, transport and deliver via only rear discharge tanker truck the specific polymer blend for sludge dewatering to Owner's wastewater facility.
 - B. Contractor shall deliver the specific polymer blend for sludge dewatering to one (1), 6,000 gallon bulk storage tank by means of the tanker truck. The delivery driver shall coordinate with Owner's wastewater operator to facilitate the delivery.
 - C. Contractor shall deliver a total of approximately 33,000 gallons annually, or 5,500 gallons bi-monthly.

Exhibit A
SCOPE OF SERVICES
Contract No. C006450

- D. Owner may alter the frequency of delivery depending on the changing needs of operations.
- 2.4 First aid or other suggested medical treatment procedures for these products must be furnished by supplier prior to delivery of the first shipment along with Safety Data Sheets (“SDS”).
- 2.5 Contractor shall comply with all applicable federal, state, and local laws, rules and regulations pertaining to the manufacture, use, transportation and storage of the product as specified herein. This includes, but is not necessarily limited to Department of Transportation (“DOT”), Occupational Safety and Health Administration (“OSHA”), Environmental Protection Agency (“EPA”) and Department of Environmental Protection (“DEP”).
- 2.6 Contractor should meet transportation and packing standards set by U.S. DOT 49 CFR 172 for hazardous material and packing.

SECTION 3. DELIVERABLES

- 3.1 Service Schedule:

Chemical	Quantity	Frequency of Deliveries*	Description of Location
Polymer Blend for Sludge Thickening	4,500 Gallons	Semi-Annual	Wastewater Treatment Facility 2151 South Service Lane Lake Buena Vista, Florida 32830
Polymer Blend for Sludge Dewatering	5,500 Gallons	Bi-Monthly	Wastewater Treatment Facility 2151 South Service Lane Lake Buena Vista, Florida 32830

**NOTE: Owner may alter the frequency of delivery depending on the changing needs of operations.*

- 3.2 A bill of lading shall be presented to Owner with each delivery and shall be accompanied with the following information:
- A. Name of product;
 - B. Net weight or volume of product delivered;
 - C. Name and address of Contractor and/or manufacturer;
 - D. Lot number; and
 - E. Certified weight ticket.
- 3.3 The quantities for the items listed in this contract are estimated annual quantities only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by Contractor that Owner is not obligated to purchase any minimum or maximum amount during the life of a contract.

SECTION 4. EMPLOYEES

The following applies to ALL contract work:

- 4.1 Contractor shall provide all deliveries of the polymers detailed in Section 2 between the hours of 7:00 A.M. and 3:00 P.M. EST, Monday through Friday, or as deemed necessary and approved by Owner.
- 4.2 The SSA is a gate-restricted area. Access will be granted to an approved vendor at the gate. All services shall be approved by and scheduled through the Owner or its authorized representative.
- 4.3 Owner will designate where Contractor's crew will take breaks, lunches and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the Owner.
- 4.4 Owner reserves the right to refuse any Contractor's employee who does not meet or conform to Owner's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes a level of professional hygiene that includes all contractor provided uniforms.
- 4.5 Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the services, and shall provide all protection to prevent injury to all persons involved in any

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way in the Services.

- 4.6 Any and all complaints or calls for assistance from Owner or its agents or representatives shall be responded to by Contractor within twenty-four (24) hours of Owner's issuance of such complaints or calls and all repairs or work which precipitated such complaint shall be diligently and professionally completed by Contractor.
- 4.7 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner towards Owner, guests, staff, and management. In the event the Owner believes that any of Contractor's employees are acting other than as herein required, or Owner or its agents determine that any of such employees are not performing their duties in a competent manner, Owner shall so advise Contractor and Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by Owner. Contractor shall maintain continuous and regular communications with Owner concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by Contractor hereunder.
- 4.8 Contractor shall be required to provide response correspondence to any service requests sent via the Owner.
- 4.9 All services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (b) all codes, rules, regulations, and requirements, of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 4.10 Contractor shall at all times keep the general area in which the services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the services, and shall continuously throughout performance of the services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the Owner may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the Owner incurs the clean-up cost, the Owner will deduct the expenses incurred from any sums then or thereafter due the Contractor.

SECTION 5. QUALITY CONTROL

- 5.1 Contractor shall provide Safety Data Sheets ("SDS") for the products in accordance with the Federal "Right-to-Know" Regulations implemented by OSHA with each order delivered.
- 5.2 The Contractor shall establish a quality control/quality assurance program specific to this contract scope and shall maintain and monitor the program throughout the life of the contract.
- 5.3 The Owner will have the right at any stage of the operation to reject any or all work and material that in the Owner's opinion does not meet the requirements of this scope of services.

SECTION 6. DAMAGE

- 6.1 Any damages caused by the Contractor shall be repaired by the Contractor within twenty-four (24) hours, or shall be repaired by the Owner and back-charged at the current rate per man hour plus material plus twenty percent (20%) on material only. Any materials required to correct damages caused by the Contractor shall be the responsibility of the Contractor.
- 6.2 Should the Owner elect to have the Contractor perform any work outside the scope of services, the Owner may request a lump sum proposal for the Work or may direct the Contractor to proceed on a time and material basis.
- 6.3 Contractor shall report all damages to the Owner immediately.

SECTION 7. SAFETY

- 7.1 All Contractors' equipment shall be properly maintained with all safety equipment intact and operational.

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- 7.2 Contractor shall acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work on the project.
- 7.3 Contractor shall be responsible for the safety of its employees and shall, at a minimum, require applicable personal protective equipment (“PPE”) including, but not limited to, eye, hearing and hand protection.

SECTION 8. STORAGE TANK PICTURES

8.1 Storage Tanks for Sludge Thickening Polymer Blend



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8.2 Storage Tank for Sludge Dewatering Polymer Blend with Centrifuge Operation



End of Exhibit A

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(i) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property.

All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan (“PSSP”), a hazard analysis, pre-task

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planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Reedy Creek Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, “vaping”, and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (“AWPs”) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle (“PTV”) if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane.

Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner’s expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trash cans must be provided for the disposable cups and/or bottles.

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Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (“ACM”) and/or Presumed Asbestos-Containing Materials (“PACM”), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification

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pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

C. CHLOROFLUOROCARBONS (“CFCs”)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (“CFCs”) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor’s work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space (“PRCS”), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space (“PRCS”) entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor’s Project Specific Safety Plan (“PSSP”). In support of the Contractor’s preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner’s experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor’s personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner’s job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

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Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

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VII. ELECTRICAL SAFETY POLICY

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

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

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment ("PPE") and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6') of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing ("FRC").

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

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

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

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A **flash protection boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

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

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

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

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If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which

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results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a “STOP WORK” condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards (“SRLs”) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn’t feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer’s instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor’s qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System (“PFAS”), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25’).

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5’) or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6’) or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (“PFDs”) are not required.

X. AERIAL WORK PLATFORMS (“AWP”)

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner’s request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP’s that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as “out of service” the vehicle shall not to be operated until it has been repaired.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006450

The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer's capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006450

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006450

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services ("RCES") between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

Obtain a completed locate ticket through Sunshine State One Call of Florida ("SSOCOF") by calling 811.

Call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office.

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office.

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006450

Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (“NCCCO”).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water's edge, Ground Bearing Pressures (“GBP”) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006450

All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems.

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (“PPE”) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006450

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.
 Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.
- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

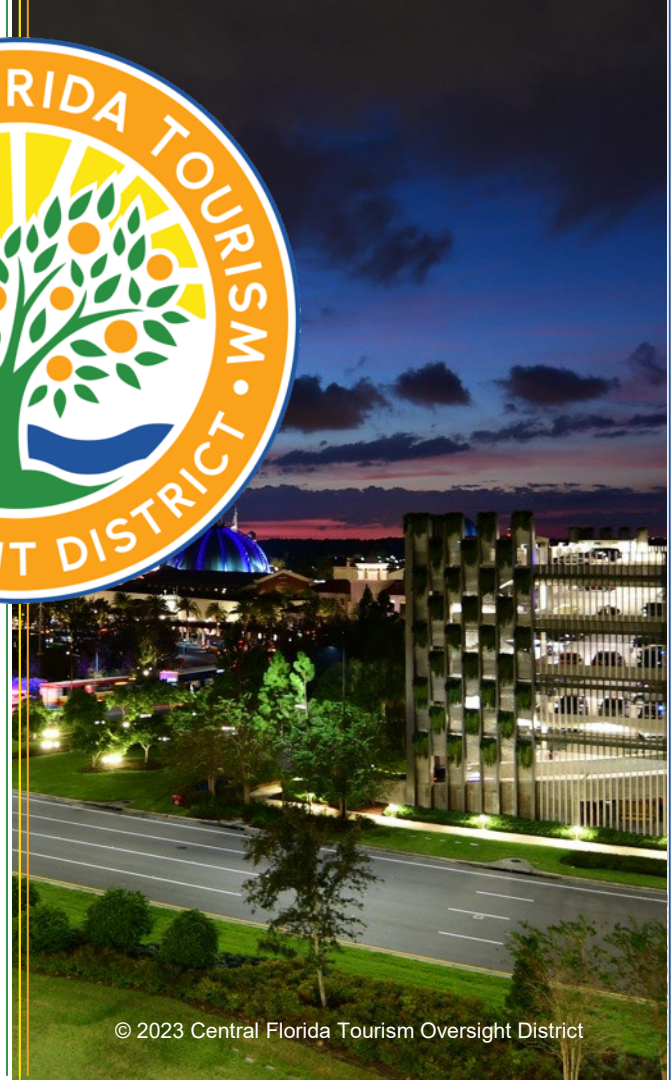
End of Exhibit B

8.1(k) POLYMER WASTEWATER TREATMENT

(2-year contract with Polydyne Inc.)



November 15, 2023



Polymer Wastewater Treatment

- Reedy Creek Energy Services operates the District's Water Resource Recovery Facility ("WRRF") which treats over four (4) billion gallons of wastewater each year. The treatment process requires the addition of three (3) different chemicals (polymer, ferric sulfate and chlorine) to maintain compliance with Florida Department of Environmental Protection ("FDEP") regulations.
- Two (2) types of polymer (FBS C7802 and FBS C7803) are added at two (2) different stages in the treatment process, respectively. In both cases, polymer is used to help thicken waste activated sludge and lower water content.



Polymer Wastewater Treatment

- On September 27, 2023, Invitation to Bid# C006450 was released to bid for the transportation and delivery of cationic polymers.
- Four (4) bids were received as follows:

Vendor's Legal Name	Vendor's City/State	Bid Amount
<u>CedarChem, LLC*</u>	Cedartown, Georgia	\$978,895.00
<u>Harcros Chemicals Inc.*</u>	Kansas City, Kansas	\$1,213,300.00
<u>Polydyne Inc.</u>	<u>Riceboro, Georgia</u>	\$845,680.50
Zk3 Industries, LLC*	Hitchcock, Texas	\$1,178,285.00

*New Bidder (Not BuyLocal)



Polymer Wastewater Treatment

- Funding for this contract is budgeted for FY2024-25 in Account 333-108-5306800-000 (Chemicals) in the amount of \$393,214.50; FY2025-26 for \$452,466.00.

CONTRACT PRICING SCHEDULE		
Year	Term	Estimated Annual Cost
1	December 1, 2023 - September 30, 2024	\$393,214.50
2	October 1, 2024 - September 30, 2025	\$452,466.00
Estimated Total		\$845,680.50



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(I)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006451- Ferric Sulfate Wastewater Treatment	
Requested Action	
Approve a two (2) year contract with Kemira Water Solutions, Inc. for ferric sulfate delivery for wastewater treatment with an approximate expenditure of \$939,667.73	
Staff Report	
Reedy Creek Energy Services operates the District’s Water Resource Recovery Facility (“WRRF”) which treats over four (4) billion gallons of wastewater each year. The treatment process requires the addition of three (3) different chemicals (polymer, ferric sulfate and chlorine) to maintain compliance with Florida Department of Environmental Protection (“FDEP”) regulations. Ferric sulfate is added into the biological process to assist of with the removal phosphorous.	
Additional Analysis	
On September 27, 2023, Invitation to Bid# C006451 was released to sourced vendors for the transportation and delivery of ferric sulfate. The bidders were given the opportunity to submit bids for a not-to-exceed fee. The Utilities Services department is requesting approval of Contract# C006451 with Kemira Water Solutions, Inc. for the supply of ferric sulfate to the WRRF. Staff recommends approving the contract for the period of <u>December 1, 2023</u> through <u>September 30, 2025</u> .	
Fiscal Impact Summary	
Funding for this contract is budgeted for FY2024-25 in Account 333-108-5306800-000 (Chemicals) in the amount of \$416,416.50; FY2025-26 for \$523,251.23.	
Exhibits Attached	
1. Board Report 2. Itemized Bid Tabulation 3. Contract 4. Winning Bid 5. Presentation	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Bid# C006451-Ferric Sulfate Wastewater Treatment in the amount of \$939,667.73

Presented By: Jason D. Herrick, Manager, Gas, Water & Waste Resources

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(l) Contract# C006451, a two-year contract for ferric sulfate delivery for wastewater treatment with Kemira Water Solutions, Inc. with an expenditure of \$939,667.73

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: 09/27/2023

BACKGROUND:

Reedy Creek Energy Services operates the District's Water Resource Recovery Facility ("WRRF") which treats over four billion gallons of wastewater each year. The treatment process requires the addition of three different chemicals (polymer, ferric sulfate and chlorine) to maintain compliance with Florida Department of Environmental Protection ("FDEP") regulations. Ferric sulfate is added into the biological process to assist with the removal of phosphorous.

FINDINGS AND CONCLUSIONS:

On September 27, 2023, Invitation to Bid # C006451 was released to bid for the transportation and delivery of ferric sulfate. The bidders were given the opportunity to submit bids for a not-to-exceed fee. Two (2) bids were received as follows:

Vendor's Legal Name	Vendor's City/State	Bid Amount
Kemira Water Solutions, Inc.	Atlanta, Georgia	\$939,667.73
Thatcher Group, Inc.*	Salt Lake City, Utah	\$988,773.94
CedarChem**	Cedertown, GA	DECLINED TO BID
Harcros Chemicals Inc**	Kansas City, Kansas	DECLINED TO BID

*New Bidder (Not BuyLocal)

**New Bidder(Not BuyLocal)

After conducting an analysis of the bids, the award was given to the lowest responsive and responsible bidder, Kemira Water Solutions, Inc.

The Utilities Services department is requesting approval of Contract# C006451 with Kemira Water Solutions, Inc. for the supply of ferric sulfate to the WRRF. Staff recommends approving the contract for the period of **December 1, 2023** through **September 30, 2025**.

FISCAL IMPACT:

Funding for this contract is budgeted for FY2024-25 in Account 333-108-5306800-000 (Chemicals) in the amount of \$416,416.50; FY2025-26 for \$523,251.23.

Contract Pricing Schedule		
YR	Term	Est. Annual Cost
1	December 1, 2023 - September 30, 2024	\$416,416.50
2	October 1, 2024 - September 30, 2025	\$523,251.23
Estimated Total		\$939,667.73

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – Kemira Water Solutions, Inc. (PDF)

Kemira Water Solutions, Inc. Bid



ITB #C006451 BID TABULATION
Ferric Sulfate Wastewater Treatment

**Kemira Water
Solutions, Inc.**
 Atlanta, Georgia
 (Fulton County)

Thatcher Group, Inc.
 Salt Lake City, Utah
 (Salt Lake County)

Item	Description	QTY	Unit	Unit Cost	Total	Unit Cost	Total
YEAR 1 (FY 2024)							
1.1	12.5%-13.5% Ferric Sulfate	1,128.5	Tons	\$ 369.00	\$ 416,416.50	\$ 398.86	\$ 450,113.51
Subtotal				\$	416,416.50	\$	450,113.51
YEAR 2 (FY 2025)							
2.1	12.5%-13.5% Ferric Sulfate	1,350.5	Tons	\$ 387.45	\$ 523,251.23	\$ 398.86	\$ 538,660.43
Subtotal				\$	523,251.23	\$	538,660.43
Grand Total				\$	939,667.73	\$	988,773.94

CedarChem, LLC - DECLINED TO BID

Harcros Chemicals, Inc. - DECLINED TO BID



Notice of Intended Award
(pending Board approval scheduled November 15, 2023)

Award Date: October 23, 2023

Contract Number: C006451

Awardee: Kemira Water Solutions, Inc.

Expected Award Amount: \$939,667.73

Contract Period: December 1, 2023 – September 30, 2025

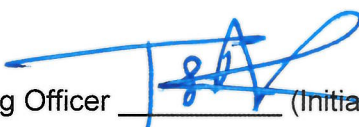
An Intent to Award has been issued by the **Central Florida Tourism Oversight District** to **Kemira Water Solutions, Inc.** for Contract **#C006451 Ferric Sulfate Wastewater Treatment** in the amount of **\$939,667.73** contingent upon the terms and conditions of the invitation to bid. The project period is from **December 1, 2023** to **September 30, 2025**.


We are pleased to announce this award, and we look forward to seeing the results of this project for the District.

Please contact Rich Parente at rparente@oversightdistrict.org if you have any questions.

Sincerely,

Richard F. Parente Jr.
Senior Procurement Analyst

Concurrence: Tiffany Kimball, Contracting Officer  (Initials)

Concurrence: Glenton Gilzean, Jr., District Administrator  (Initials)



FERRIC SULFATE WASTEWATER TREATMENT SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the ("Owner")), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Kemira Water Solutions, Inc.**, (herein referred to as the ("Contractor")), whose mailing address is 1000 Parkwood Circle, Suite 500, Atlanta, Georgia 30339.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **December 1, 2023** and ending **September 30, 2025**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Services Agreement, the Scope of Services, the Special Contract Conditions, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.

b. Services. The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the following List of Exhibits:

- i. Exhibit A, Scope of Services, 4 pages
- ii. Exhibit B, Special Contract Conditions, 15 pages

3. BASIS FOR COMPENSATION AND PAYMENTS.

Not to Exceed Fee

a. Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, a fee for time reasonably and properly incurred by Contractor in performance of its Services based upon the pricing on the Fee Schedule shown below. However, in no event shall the fee exceed **NINE HUNDRED THIRTY-NINE THOUSAND, SIX HUNDRED SIXTY-SEVEN AND SEVENTY-THREE ONE-HUNDREDTHS DOLLARS (\$939,667.73)**; and the Reimbursable Expenses shall in no event exceed **(N/A)**.

Fee Schedule					
Item	Description	Est. Qty	Unit	Unit Cost	Total
<i>YEAR 1 (December 1, 2023 - September 30, 2024)</i>					
1	12.5%-13.5% Ferric Sulfate	1,128.5	Dry Tons	\$369.00	\$416,416.50
<i>YEAR 2 (October 1, 2024 - September 30, 2025)</i>					
2	12.5%-13.5% Ferric Sulfate	1,350.5	Dry Tons	\$387.45	\$523,251.23
Not-to-Exceed Contract Total					\$939,667.73

b. Payments shall be made monthly for Services plus Reimbursable Expenses incurred. Contractor shall invoice Owner, in the form required by Owner, on the first day of each calendar month for Services rendered during the preceding month plus Reimbursable Expenses incurred.

c. Reimbursable Expenses shall include only the actual and necessary costs and expenses, without markup, reasonably and properly incurred by Contractor in connection with the Services rendered under this Agreement. Direct expenses are determined and pre-approved by Owner.

d. Contractor shall provide any and all backup required by Owner in connection with time spent and Reimbursable Expenses incurred.

e. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.

f. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
C/O: Reedy Creek Energy Services – Utilities Division
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869

All invoices shall be sent to wdw.rces.billing@disney.com

g. Contractor shall be compensated for any Additional Services based upon the Fee Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.

h. Owner retains the right to reduce any portion of Contractor's Services at any time.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

a. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;

- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

b. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.

c. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.

d. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

e. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

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

g. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. **MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.**

a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

7. **PROTECTION OF PERSONS AND PROPERTY.**

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

8. **BOOKS AND RECORDS.**

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

9. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

10. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

11. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination.

12. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion

of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

13. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
10450 Turkey Lake Road, Box #690519
Orlando, FL 32869
Attention: Contracting Officer

If to Contractor: KEMIRA WATER SOLUTIONS, INC.
1000 Parkwood Circle, Suite 500
Atlanta, GA 30339
Attention: Christina Imbrogno

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. OWNERSHIP OF WORK PRODUCT.

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Article 9 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

b. Without limiting the foregoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

15. LEGAL PROCEEDINGS.

a. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

c. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

16. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

17. THE OWNER'S REPRESENTATIVES.

Reedy Creek Energy Services, whose designated representative is **Jason Herrick**, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

18. PUBLIC RECORDS.

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 THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@OVERSIGHTDISTRICT.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.

a. THE CONTRACTOR SHALL:

- i. Keep and maintain public records required by the public agency to perform the service.
- ii. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. REQUEST FOR RECORDS; NONCOMPLIANCE:

- i. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- ii. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

c. **CIVIL ACTION:**

- i. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- ii. A notice complies with subparagraph c.2. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- iii. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

19. **NON-FUNDING.**

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

20. **E-VERIFY COMPLIANCE.**

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

21. **SCRUTINIZED COMPANIES.**

a. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

- i. 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 Florida Statutes; and/or
- ii. Engaged in business operations in Cuba or Syria.

d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

- i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes, and/or
- ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

e. If this Agreement is terminated by the Owner as provided in paragraph d above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

f. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner’s termination.

g. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

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

OWNER

CONTRACTOR

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

KEMIRA WATER SOLUTIONS, INC.

Authorized
Signature: _____

Authorized
Signature: Christina Imbrogno

Print Name: Martin Garcia

Print Name: Christina Imbrogno

Title: Board Chairman

Title: Commercial Support Manager

Date: _____

Date: October 30, 2023

Exhibit A
SCOPE OF SERVICES
Contract No. C006451

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to supply and deliver bulk orders of 12.5%-13.5% weight of ferric iron in the form of ferric sulfate to the Owner's South Service Area ("SSA"), located at 2151 South Service Lane, Lake Buena Vista, Florida 32830.

SECTION 1. SCOPE OF SERVICES OVERVIEW

Project:	Ferric Sulfate Wastewater Treatment
Purpose:	Wastewater phosphorus control at the Owner's wastewater treatment facility.
Chemical:	12.5%-13.5% weight of ferric iron in the form of ferric sulfate.
Delivery Location:	Central Florida Tourism Oversight District, Wastewater Treatment Facility, known as the South Service Area ("SSA") 2151 South Service Lane, Lake Buena Vista, Florida 32830
Delivery Vehicle:	Side or rear discharge tanker truck shall be used by Contractor for supply and delivery of bulk orders of ferric sulfate.

SECTION 2. SCOPE OF SERVICES

- 2.1 Contractor shall warrant that the ferric sulfate provided to Owner shall meet specifications including, but not limited to, the following:
 - A. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water;
 - B. Supplied containing not less than 12.5% ferric iron and not more than 13.5% ferric iron, all soluble;
 - C. Manufactured from a source of virgin mined iron ore (i.e., magnetite, hematite, etc.) and a "water white" grade of sulfuric acid with non-virgin ores not acceptable and the use of by-products and reclaimed material expressly prohibited; and
 - D. Free from impurities of any kind and extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs.
- 2.2 The ferric sulfate shall be supplied as follows:
 - A. Approximately every five (5) days, Contractor shall provide, transport and deliver via side or rear discharge tanker truck the ferric sulfate to Owner's wastewater facility.
 - B. Contractor shall deliver the ferric sulfate to one (1), 6,000-gallon bulk storage tank by means of the tanker truck. The delivery driver shall coordinate with Owner's wastewater operator to facilitate the delivery.
 - C. Contractor shall deliver a total of approximately 1,350 dry tons annually, or 18.5 dry tons every five (5) days.
 - D. Owner may alter the frequency of delivery depending on the changing needs of operations.
- 2.3 Contractor shall provide a Material Compliance Certificate of Analysis for each lot shipped to Owner. The certified analysis shall be signed by Contractor and specify the weight percentage of ferric iron to ensure a percentage between 12.5% and 13.5%. The Certificate of Compliance shall be in the possession of Contractor at the time of delivery. Analysis shall be conducted in accordance with all AWWA, ANSI and ASTM specifications.
- 2.4 First aid or other suggested medical treatment procedures for this product must be furnished by supplier prior to delivery of the first shipment along with Safety Data Sheets ("SDS").
- 2.5 Contractor shall comply with all applicable federal, state, and local laws, rules and regulations pertaining to the manufacture, use, transportation and storage of the product as specified herein. This includes, but is not necessarily limited to Department of Transportation ("DOT"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") and Department of Environmental Protection ("DEP").
- 2.6 Contractor should meet transportation and packing standards set by U.S. DOT 49 CFR 172 for hazardous material and packing.

Exhibit A
SCOPE OF SERVICES
Contract No. C006451

SECTION 3. DELIVERABLES

3.1 Service Schedule:

CHEMICAL	ESTIMATED QUANTITY	FREQUENCY OF DELIVERIES	DESCRIPTION OF LOCATION
12.5%-13.5% Ferric Sulfate	18.5 Tons	Every 5 Days	Wastewater Treatment Facility 2151 South Service Lane Lake Buena Vista, Florida 32830

NOTE: Owner may alter the frequency of delivery depending on the changing needs of operations.

3.2 A bill of lading shall be presented to Owner with each delivery and shall be accompanied with the following information:

- A. Name of product;
- B. Net weight or volume of product delivered;
- C. Name and address of Contractor and/or manufacturer;
- D. Lot number; and
- E. Certified weight ticket.

3.3 The quantities listed are estimated annual quantities only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by Contractor that Owner is not obligated to purchase any minimum or maximum amount during the life of the contract.

SECTION 4. EMPLOYEES

The following applies to ALL contract work:

- 4.1 Contractor may deliver the chemical detailed in Section 2 during first, second or third shift, twenty-four (24) hours a day, seven (7) days a week.
- 4.2 The SSA is a gate-restricted area. Access will be granted to an approved vendor at the gate. All services shall be approved by and scheduled through the Owner or its authorized representative.
- 4.3 Owner will designate where Contractor's crew will take breaks, lunches and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the Owner.
- 4.4 Owner reserves the right to refuse any Contractor's employee who does not meet or conform to Owner's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes a level of professional hygiene that includes all contractor provided uniforms.
- 4.5 Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the services, and shall provide all protection to prevent injury to all persons involved in any way in the Services.
- 4.6 Any and all complaints or calls for assistance from Owner or its agents or representatives shall be responded to by Contractor within twenty-four (24) hours of Owner's issuance of such complaints or calls and all repairs or work which precipitated such complaint shall be diligently and professionally completed by Contractor.
- 4.7 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner towards Owner, guests, staff, and management. In the event the Owner believes that any of Contractor's employees are acting other than as herein required, or Owner or its agents determine that any of such employees are not performing their duties in a competent manner, Owner shall so advise Contractor and Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by Owner. Contractor shall maintain continuous and regular communications with Owner concerning safety and other factors that

Exhibit A
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relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by Contractor hereunder.

- 4.8 Contractor shall be required to provide response correspondence to any service requests sent via the Owner.
- 4.9 All services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (b) all codes, rules, regulations, and requirements, of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 4.10 Contractor shall at all times keep the general area in which the services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the services, and shall continuously throughout performance of the services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the Owner may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the Owner incurs the clean-up cost, the Owner will deduct the expenses incurred from any sums then or thereafter due the Contractor.

SECTION 5. QUALITY CONTROL

- 5.1 Contractor shall provide Safety Data Sheets ("SDS") for the products in accordance with the Federal "Right-to-Know" Regulations implemented by OSHA with each order delivered.
- 5.2 The Contractor shall establish a quality control/quality assurance program specific to this contract scope and shall maintain and monitor the program throughout the life of the contract.
- 5.3 The Owner will have the right at any stage of the operation to reject any or all work and material that in the Owner's opinion does not meet the requirements of this Scope of Services.

SECTION 6. DAMAGE

- 6.1 Any damages caused by the Contractor shall be repaired by the Contractor within twenty-four (24) hours, or shall be repaired by the Owner and back-charged at the current rate per man hour plus material plus twenty percent (20%) on material only. Any materials required to correct damages caused by the Contractor shall be the responsibility of the Contractor.
- 6.2 Should the Owner elect to have the Contractor perform any work outside the scope of services, the Owner may request a lump sum proposal for the Work or may direct the Contractor to proceed on a time and material basis.
- 6.3 Contractor shall report all damages to the Owner immediately.

SECTION 7. SAFETY

- 7.1 All Contractors' equipment shall be properly maintained with all safety equipment intact and operational.
- 7.2 Contractor shall acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work on the project.
- 7.3 Contractor shall be responsible for the safety of its employees and shall, at a minimum, require applicable personal protective equipment ("PPE") including, but not limited to, eye, hearing and hand protection.

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SECTION 8. FERRIC SULFATE STORAGE TANKS



End of Exhibit A

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(i) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property.

All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan (“PSSP”), a hazard analysis, pre-task

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planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Reedy Creek Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, “vaping”, and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (“AWPs”) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle (“PTV”) if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane.

Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner’s expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trash cans must be provided for the disposable cups and/or bottles.

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Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (“ACM”) and/or Presumed Asbestos-Containing Materials (“PACM”), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification

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pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

C. CHLOROFLUOROCARBONS (“CFCs”)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (“CFCs”) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor’s work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space (“PRCS”), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space (“PRCS”) entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor’s Project Specific Safety Plan (“PSSP”). In support of the Contractor’s preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner’s experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor’s personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner’s job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

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Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

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VII. ELECTRICAL SAFETY POLICY

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

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

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment ("PPE") and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6') of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing ("FRC").

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

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

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

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A **flash protection boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

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

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

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

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If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which

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results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a “STOP WORK” condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards (“SRLs”) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn’t feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer’s instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor’s qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System (“PFAS”), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25’).

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5’) or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6’) or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (“PFDs”) are not required.

X. AERIAL WORK PLATFORMS (“AWP”)

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner’s request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP’s that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as “out of service” the vehicle shall not to be operated until it has been repaired.

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The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer's capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

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Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

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If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services ("RCES") between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

Obtain a completed locate ticket through Sunshine State One Call of Florida ("SSOCOF") by calling 811.

Call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office.

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office.

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

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Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (“NCCCO”).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water’s edge, Ground Bearing Pressures (“GBP”) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

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All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems.

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (“PPE”) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

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Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.
Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.
- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B



EXHIBIT B – Bid Pricing Form (REVISED 10/13/2023)

Bid # **C006451**

Project: **Ferric Sulfate Wastewater Treatment**

Bidder: **Kemira Water Solutions, Inc.**

Note: Estimated quantities have been provided based on one (1) year of historical spending. The estimated quantity furnished is to be considered as approximate only and are to be used solely for the comparison of bids received. The District reserves the right to purchase any, all, or none of its requirements from bidder(s) awarded the bid. All charges including, but not limited to, packaging, transportation, delivery, unloading, inside delivery to a designated point within the District or all labor, equipment, tools, materials and supplies, and all other cost not specifically listed herein. Price will be all-inclusive with no additional hidden costs.

If declining to provide a specific item, please indicate "No Bid" in the Unit Price column.

Note: Fill In All Pink Areas And Totals Should Automatically Tabulate.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
YEAR 1 (FY 2024)					
1.1	12.5%-13.5% Ferric Sulfate	1,128.5	Tons	\$ 369.00	\$ 416,416.50
SUBTOTAL					\$ 416,416.50
YEAR 2 (FY 2025)					
2.1	12.5%-13.5% Ferric Sulfate	1,350.5	Tons	\$ 387.45	\$ 523,251.23
SUBTOTAL					\$ 523,251.23
GRAND TOTAL					\$ 939,667.73

V.2 (October 13, 2023)



EXHIBIT C - Bid Submittal Affidavit

Title: Ferric Sulfate Wastewater Treatment
Bid #: C006451
Contact: Central Florida Tourism Oversight District
Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

SECTION 1. BASE BID

Company Name: Kemira Water Solutions, Inc.

We have examined all the bidding documents and the site of the Work, and submit the following bid proposal in which we affirm the following statements:

- A) We will hold our Bid open and valid for ninety (90) days from the date of bid opening per Section 7 of the Invitation to Bid;
- B) We will enter into a Service Agreement on the form provided by the Owner if awarded the contract based on our Bid; and
- C) We will perform and complete all Base Bid Work for the Not-to-Exceed price of:

(Base Bid in words)

Nine hundred thirty nine thousand six hundred sixty seven DOLLARS
and seventy three cents

(\$ 939,667.73) which covers the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials, and all taxes).

SECTION 2. BID DOCUMENTS and ADDENDUM ACKNOWLEDGEMENT

Our company acknowledges receipt of the Invitation to Bid, and all other bidding documents for the project including the following Addendums:

Addendum No. 1, dated 10/13/23.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.

SECTION 3. BIDDER CHECKLIST

- ☒ Bidder acknowledges receipt of all Addenda.
- ☒ Bidder has submitted an **EXHIBIT B** – Bid Pricing Form.
- ☒ Bidder has submitted a signed **EXHIBIT C** - Bid Submittal Affidavit.
- ☒ Bidder has submitted an **EXHIBIT D** – Client Reference List.
- ☒ Bidder has submitted Material Safety Data Sheets ("MSDS") for the chemical.

SECTION 4. BID AFFIDAVIT; NON-COLLUSION

I, Christina M. Imbrogno, as a duly authorized employee of the Company, affirm I have executed this Bid with full authority to do so and that the Company has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with above named project with any other Bidder, and;

that all statements contained in our bid and in this affidavit are true and correct, and made with full knowledge that Central Florida Tourism Oversight District relies upon the truth of the statements contained in said Bid, and in the statements contained in this affidavit in awarding a contract for this project.

Affirmed this 16 day of October, 2023.

LEGAL COMPANY NAME:

Kemira Water Solutions, Inc.

By: 

(Signature)

Printed Name:

Christina M. Imbrogno

Title:

Commercial Support Manager

Telephone:

(785) 842-7424

E-Mail:

kwsna.bids@kemira.com

Home Office Address:

4321 W. 6th St.
Lawrence, KS 66049



EXHIBIT D – Client Reference List

ITB No.: C006451
Project: Ferric Sulfate Wastewater Treatment

CLIENT REFERENCE LIST

Please use this form to provide at least two (2) client references for similar services performed.

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
City of Melbourne, FL	Ferric Sulfate Contract No. B22002D-0-2021	11/1/2022	12/31/2024
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC CHEMICALS SUPPLIED AND DELIVERED			
Deliver ferric sulfate			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
City of Tampa, FL	Liquid ferric sulfate, Bid Number 1020 12822	4/2/22	4/6/24
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC CHEMICALS SUPPLIED AND DELIVERED			
Deliver ferric sulfate			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
City of West Palm Beach, FL	Liquid Ferric Sulfate Contract No. 2316.603	6/4/19	6/3/24
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC CHEMICALS SUPPLIED AND DELIVERED			
Deliver ferric sulfate			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
Harford County, MD	Bulk chemicals Agreement No. 20-002 A	7/7/19	6/30/24
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC CHEMICALS SUPPLIED AND DELIVERED			
Deliver ferric sulfate			

1. IDENTIFICATION**Product information****Product name****KEMIRA PIX-317**

Chemical name: ferric sulfate

Recommended use of the chemical and restrictions on use**Use of the Substance/Mixture**

Waste water treatment chemical, Water treatment chemical, odour control

Recommended restrictions on use

Do not use for other purposes than the identified uses.

Supplier's details

Kemira Water Solutions, Inc.
1000 Parkwood Circle, Suite 500
30339 Atlanta USA
Telephone+17704361542, Telefax. +17704363432
us-customerservice@kemira.com

Emergency telephone number

CHEMTREC (24 Hours): 1-800-424-9300

2. HAZARDS IDENTIFICATION**GHS Classification**

Corrosive to metals, Category 1,
Acute toxicity (Oral), Category 4, Oral,
Skin corrosion/irritation, Category 2,
Serious eye damage, Category 1,

GHS-Labeling**Hazard pictograms :****Signal word:**

Danger

Hazard statements :

Hazard statements:

H290 May be corrosive to metals.
H302 Harmful if swallowed.
H315 Causes skin irritation.
H318 Causes serious eye damage.

Precautionary statements :

Prevention:

P234 Keep only in original container.
P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash face, hands and any exposed skin thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P390 Absorb spillage to prevent material damage.
P301 + P312 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell.
P330 Rinse mouth.
P302 + P352 IF ON SKIN: Wash with plenty of soap and water.
P321 Specific treatment (see supplemental first aid instructions on this label).
P332 + P313 If skin irritation occurs: Get medical advice/ attention.
P362 Take off contaminated clothing and wash before reuse.
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 Immediately call a POISON CENTER/ doctor.

Storage:

P405 Store locked up.
P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/container as special waste in compliance with local and national regulations.

Hazard(s) not otherwise classified (HNOC) or not covered/classified by GHS

Potential environmental effects; May lower the pH of water and thus be harmful to aquatic organisms.

Remarks; This substance/mixture contains no components considered to be either persistent, bioaccumulative and toxic (PBT), or very persistent and very bioaccumulative (vPvB) at levels of 0.1% or higher.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Substances /Mixtures

Mixture

Hazardous components

Chemical name	CAS-No.	Concentration[%]
Diiron tris(sulphate)	10028-22-5	40 - 50 %

Further information

This material is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

Diiron tris(sulphate) CAS #10028-22-5 is Ferric Sulphate - $\text{Fe}_2(\text{SO}_4)_3$

4. FIRST AID MEASURES

Description of first aid measures

General advice

Show this safety data sheet to the doctor in attendance. First aider needs to protect himself.

Inhalation

If breathed in, move person into fresh air. If symptoms persist, seek medical advice.

Skin contact

Take off contaminated clothing and shoes immediately. Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician. If symptoms persist, seek medical advice.

Eye contact

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Prevent rinsing water from flowing into the other eye. Continue rinsing eyes during transport to hospital.

Ingestion

Rinse mouth with water. Do NOT induce vomiting. If symptoms persist, call a physician.

Most important symptoms and effects, both acute and delayed

Symptoms : The possible symptoms known are those derived from the labelling (see section 2). No additional symptoms are known.

Indication of immediate medical attention and special treatment needed, if necessary

Treatment : All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred. Treat symptomatically.

5. FIREFIGHTING MEASURES**Suitable extinguishing media**

Foam, Dry powder, Water spray, Carbon dioxide (CO₂)

Unsuitable extinguishing media

None known.

Special hazards arising from the substance or mixture

Heating above the decomposition temperature will release toxic gases. Sulphur oxides (SO_x)

Do not allow run-off from fire fighting to enter drains or water courses.

Special protective actions for fire-fighters

Exposure to decomposition products may be a hazard to health. In the event of fire, wear self-contained breathing apparatus.

Further information

Collect contaminated fire extinguishing water separately. This must not be discharged into drains.

Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Use personal protective equipment. Wear respiratory protection. Ensure adequate ventilation.

Environmental precautions

Prevent product from entering the environment. Restrict the spread of the spillage by using inert absorbent material (sand, gravel). Cover the drains. Must be disposed of in accordance with local and national regulations. Local authorities should be advised if significant spillages cannot be contained.

Methods and materials for containment and cleaning up

Clean-up methods - small spillage

Dilute residues with water and then neutralize with lime or limestone powder to a solid consistency. Shovel or sweep up. Must be disposed of in accordance with local and national regulations.

Clean-up methods - large spillage

Remove spill using a vacuum truck. Dilute residues with water and then neutralize with lime or limestone powder to a solid consistency. Shovel or sweep up remaining material. Must be disposed of in accordance with local and national regulations.

Additional advice

For personal protection see section 8.

7. HANDLING AND STORAGE

Precautions for safe handling

Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes and clothing. For personal protection see section 8. The work place and work methods shall be organized in such a way that direct contact with the product is prevented or minimized. Keep away from incompatible materials.

Conditions for safe storage, including any incompatibilities

Keep away from incompatible materials.

For quality reasons: Keep at temperatures above 0 °C. Keep at temperatures below 30 °C.

Materials for packaging

Suitable material: plastic (PE, PP, PVC), fiberglass-reinforced polyester, epoxy-coated concrete, titanium, resistant stainless or rubber-coated steel.

Unsuitable material: Avoid contact with unalloyed steel or galvanized surfaces., materials not resistant to acid, Copper, Aluminium, Iron

Materials to avoid:

non-acid proof metals (for example aluminium, copper and iron), Bases, Oxidizing agents

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

If exposure limits exist, they are listed below. If no exposure limits are displayed, then no values are applicable.

Components	CAS-No.	Value	Form of exposure	Control parameters	Update	Basis
Diiron tris(sulphate)	10028-22-5	TWA		1 mg/m ³	2019-03-05	ACGIH
		TWA		1 mg/m ³	2013-10-08	NIOSH REL
		TWA		1 mg/m ³	1989-01-19	OSHA P0

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Appropriate engineering controls

Ensure adequate ventilation. Eye wash bottle or emergency eye-wash fountain must be found in the work place.

Individual protection measures, such as personal protective equipment

Industrial Hygiene

Handle in accordance with good industrial hygiene and safety practice.Ensure that eyewash stations and safety showers are close to the workstation location.

Respiratory protection

Respiratory protection is not required under normal handling conditions. In case of insufficient ventilation wear suitable respiratory equipment.

Hand protection

Protective gloves

and

Chemical resistant gloves.

Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time.

Skin and body protection

Wear protective clothing if necessary. Use rubber boots.

Eye protection

Wear eye protection/ face protection. Tightly fitting safety goggles or face-shield.

Environmental exposure controls

Do not allow uncontrolled discharge of product into the environment.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	liquid
Colour	red brown
Odour	acidic
Odour Threshold	not determined
pH	< 2.0

Freezing point/Melting point :	-40 °F
Initial boiling point and boiling range	Boiling point/boiling range 220 - 230 °F
Flash point	Not applicable
Evaporation rate	similar to water
Flammability (solid, gas)	Not applicable
Explosive properties:	
Lower explosion limit	No data available
Upper explosion limit	No data available
Oxidizing properties	Not oxidizing
Vapour pressure	similar to water
Relative vapour density	
Density	1.56 - 1.64 g/cm ³ (68 °F)
Relative density	No data available
Bulk density	No data available
Solubility(ies):	
Water solubility	completely soluble
Partition coefficient: n-octanol/water	Not applicable, inorganic compound
Auto-ignition temperature	not auto-flammable
Decomposition temperature	> 212 °F
Viscosity:	
Viscosity, dynamic	No data available
Viscosity, kinematic	No data available
Volatile organic content (VOC)	Not applicable
Surface tension	No data available

10. STABILITY AND REACTIVITY

Reactivity

Corrosive to metals.

Chemical stability

Stable under recommended storage conditions.

Possibility of hazardous reactions

Bases cause exothermic reactions.

Conditions to avoid

Stable under normal conditions.

Incompatible materials

non-acid proof metals (for example aluminium, copper and iron)
Bases
Oxidizing agents

Hazardous decomposition products

Thermal decomposition products:
Sulphur oxides (SO_x).

11. TOXICOLOGICAL INFORMATION

Information on toxicological effects

Acute oral toxicity

Diiron tris(sulphate):
LD50/Rat/220 mg/kg/OECD Test Guideline 423
Remarks: Calculated as Fe

Acute inhalation toxicity

Diiron tris(sulphate):
No observed adverse effect level/1.1 mg//EPA OPP 81-3

Acute dermal toxicity

Diiron tris(sulphate):
LD50/Rat/>2,000 mg/kg/OECD Test Guideline 402
Remarks: Read-across (Analogy), CAS-No., 7758-94-3

Diiron tris(sulphate):
LD50/Rat/>881 mg/kg/OECD Test Guideline 402
Remarks: Calculated as Fe

Skin corrosion/irritation

Skin corrosion/irritation

Conclusion: Causes skin irritation.
Diiron tris(sulphate):Rabbit Result: irritating /OECD Test Guideline 404/ferrous sulfate heptahydrate

Conclusion: Moistened solid is expected to be irritant as a consequence of low pH.

Serious eye damage/eye irritation

Conclusion: Causes serious eye damage.

Serious eye damage/eye irritation

Diiron tris(sulphate):

Rabbit

Result: Causes serious eye damage./OECD Test Guideline 405

Remarks: Read-across (Analogy), 7758-94-3, dry substance

Respiratory or skin sensitisation

Mucous membranes

Conclusion: May cause irritation of the mucous membranes.

Skin sensitisation

Remarks: Based on available data, the classification criteria are not met.

Conclusion: Not sensitizing.

Skin sensitisation

Diiron tris(sulphate):

Local lymph node assay (LLNA)/Mouse

Result: Not sensitizing./OECD Test Guideline 429/ferrous sulfate

Germ cell mutagenicity

Genotoxicity in vitro

Remarks: Based on available data, the classification criteria are not met.

Genotoxicity in vitro

Diiron tris(sulphate):

Ames test/Salmonella typhimurium/with and without

Result: negative

OECD Test Guideline 471/ferric chloride

Carcinogenicity

Carcinogenicity

Remarks: Based on available data, the classification criteria are not met.

Carcinogenicity

Diiron tris(sulphate):

/Rat/Oral/2 years/No observed adverse effect level/>0.5%/ferric chloride

Not believed to be a carcinogen.

Reproductive toxicity

Toxicity for reproduction

Remarks: Based on available data, the classification criteria are not met.

Toxicity for reproduction

Diiron tris(sulphate):

Reproductive effects/Rat/Oral/>500 mg/kg/ferrous chloride/OECD Test Guideline 422

Teratogenicity

Diiron tris(sulphate):

Rat/Oral/>1,000 mg/kg/OECD Test Guideline 422/ferrous sulfate heptahydrate

Conclusion: Did not show teratogenic effects in animal experiments.

Specific target organ toxicity - single exposure

Remarks:Based on available data, the classification criteria are not met.

Specific target organ toxicity - repeated exposure

Remarks:Based on available data, the classification criteria are not met.

Aspiration hazard

Aspiration toxicity

No aspiration toxicity classification

12. ECOLOGICAL INFORMATION

Ecotoxicity effects

Aquatic toxicity

LC50/48 h/Pimephales promelas (fathead minnow)/Acute Fish toxicity/US EPA-821-R-02-012: >= 686 mg/l

Remarks: Actual product testing

LC50/96 h/Pimephales promelas (fathead minnow)/Acute Fish toxicity/US EPA-821-R-02-012: >= 435.28 mg/l

Remarks: Actual product testing

LC50/48 h/Ceriodaphnia dubia (Water flea)/Short-term (acute) aquatic hazard/US EPA-821-R-02-012: >= 137 mg/l

Remarks: Actual product testing

Diiron tris(sulphate):

LC50/96 h/Oncorhynchus mykiss (rainbow trout): > 100 mg/l

NOEC/90 d/Oncorhynchus kisutch (Coho salmon): > 1 mg/l

EC50/48 h/Daphnia (water flea): 82.8 mg/l

NOEC/21 d/Daphnia magna (Water flea): > 1 mg/l

Toxicity to other organisms

Not hazardous to flora or fauna.

Persistence and degradability

Biological degradability:

Diiron tris(sulphate):

The methods for determining the biological degradability are not applicable to inorganic substances.

Bioaccumulative potential

Partition coefficient: n-octanol/water: Not applicable, inorganic compound

Diiron tris(sulphate):

Partition coefficient: n-octanol/water: Not applicable, inorganic compound

Mobility in soil

Vapour pressure: 0.023 (68 °F)

Water solubility: completely soluble

Surface tension: No data available

Other adverse effects

May lower the pH of water and thus be harmful to aquatic organisms.

13. DISPOSAL CONSIDERATIONS

Product

The product should not be allowed to enter drains, water courses or the soil.
Do not contaminate ponds, waterways or ditches with chemical or used container.

Contaminated packaging

Dispose of in compliance with local and national regulations.
Must be disposed of in accordance with local and national regulations.

14. TRANSPORT INFORMATION

UN number

3264

Land transport

DOT:

Description of the goods:

UN3264, CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Diiron tris(sulphate))

Proper shipping name

Class:

8

Packaging group:

III

DOT-Labels

8

Reportable quantity

Diiron tris(sulphate)

Sea transport

IMDG:

Description of the goods:

UN proper shipping name

UN3264, CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (FERRIC SULFATE)

Class:

8

Packaging group:

III

IMDG-Labels:

8

Environmentally Hazardous

Not a Marine Pollutant

Air transport

ICAO/IATA:

Description of the goods:

UN proper shipping name

UN3264, Corrosive liquid, acidic, inorganic, n.o.s. (Ferric sulfate)

Class:

8

Packaging group:

III

ICAO-Labels:

8

Special precautions for user

The product is classified as dangerous goods, as it is slightly corrosive to metals.

15. REGULATORY INFORMATION

Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Title III Section 311 Categories

Corrosive to metals, Category 1,
Acute toxicity (Oral), Category 4, Oral
Skin corrosion/irritation, Category 2,
Serious eye damage, Category 1,

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 313 Toxic Chemicals (40 CFR 372.65) - Supplier Notification Required

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

CERCLA Hazardous substance (Reportable Quantities)

Chemical name	CAS-No.	Reportable quantity
Diiron tris(sulphate)	10028-22-5	1,000 lb

California Proposition 65

This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

None Present ()

Other regulations

- : No restrictions identified other than those already covered in regulations.

Notification status

- USA : All components of this product are included in the United States TSCA Chemical Inventory with Active Status or are not required to be listed on the United States TSCA Chemical Inventory.
- Canada : All components of this product are included in the Canada Domestic Substance List (DSL) or are not required to be listed on the Canada Domestic Substance List (DSL).
- Australia : All components of this product are NOT included on the Australian Inventory of Industrial Chemicals (AIIC).
- China : All components of this product are NOT included on the Chinese inventory.
- European Union : All components of this product are included in the European Inventory of Existing Chemical Substances (EINECS) or are not required to be listed on EINECS.
- Japan : All components of this product are NOT included on the Japanese (ENCS) inventory.
- South Korea : All components of this product are included in the Korean (ECL) inventory or are not required to be listed on the Korean (ECL) inventory.
- New Zealand : All components of this product are NOT included on the New Zealand Inventory of Chemical Substances.
- Philippines : All components of this product are NOT included on the Philippine (PICCS) inventory.
- Taiwan : All components of this product are NOT included on the Taiwan Chemical Substances Inventory.

16. OTHER INFORMATION

HMIS Rating

Health: 3
Flammability: 0
Reactivity: 0

NFPA Rating

Health: 3
Fire: 0



SAFETY DATA SHEET

KEMIRA PIX-317

Ref. /US/EN

Revision Date: 09/13/2021

Previous date: 09/10/2021

Print Date:10/17/2023

Reactivity: 0

Training advice

Read the safety data sheet before using the product.

Further information

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

This Safety Data Sheet is prepared according to the OSHA Hazard Communication Standard (29 CFR 1910.1200), an adoption of the UN Globally Harmonized System of Classification and Labelling of Chemicals (GHS), Revision 3 by Kemira.

Sources of key data used to compile the Safety Data Sheet

Regulations, databases, literature, own tests.

Additions, Deletions, Revisions

Relevant changes have been marked with vertical lines.

Revision Date: 09/13/2021



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, October 17, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=kemira+water&TradeName=pix%2D317&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=kemira+water&TradeName=pix%2D317&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Kemira Water Solutions, Inc.

1000 Parkwood Circle

Suite 500

Atlanta, GA 30334

United States

888-KEMIRON

863-533-5990

Visit this company's website (<http://www.kemira.com>)

Facility : Fontana, CA

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Bartow, FL

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-317	Coagulation & Flocculation	600 mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : East Chicago, IN

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Baltimore, MD

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - North Billerica, MA

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : St. Louis, MO

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Euclid, OH

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Spokane, WA

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Varennes, Quebec, Canada

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Number of matching Manufacturers is 1

Number of matching Products is 9

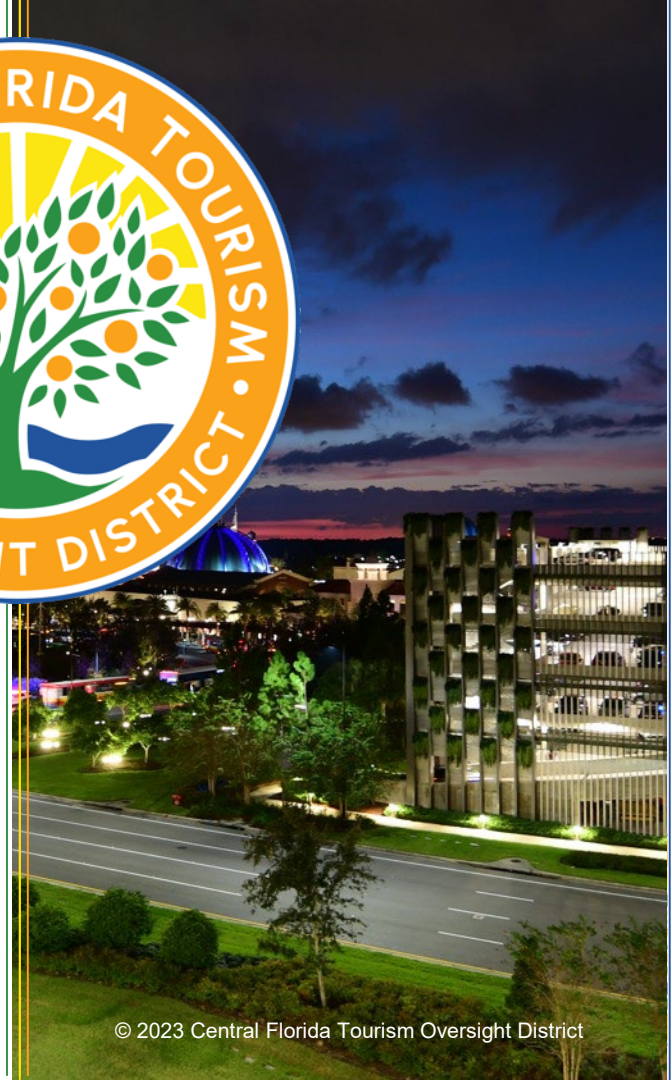
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8.1.(I) FERRIC SULFATE WASTEWATER TREATMENT

(2-year contract with
Kemira Water Solutions, Inc.)



November 15, 2023



Ferric Sulfate Wastewater Treatment

- Reedy Creek Energy Services operates the District's Water Resource Recovery Facility ("WRRF") which treats over four (4) billion gallons of wastewater each year. The treatment process requires the addition of three (3) different chemicals (polymer, ferric sulfate and chlorine) to maintain compliance with Florida Department of Environmental Protection ("FDEP") regulations.
- Ferric sulfate is added into the biological process to assist with the removal of phosphorous.



Ferric Sulfate Wastewater Treatment

- On September 27, 2023, Invitation to Bid# C006451 was released to bid for the transportation and delivery of ferric sulfate.
- Two (2) bids were received as follows:

Vendor's Legal Name	Vendor's City/State	Bid Amount
<u>Kemira Water Solutions, Inc.</u>	Atlanta, Georgia	\$939,667.73
Thatcher Group, Inc.*	Salt Lake City, Utah	\$988,773.94

*New Bidder (Not BuyLocal)



Ferric Sulfate Wastewater Treatment

- Funding for this contract is budgeted for FY2024-25 in Account 333-108-5306800-000 (Chemicals) in the amount of \$416,416.50; FY2025-26 for \$523,251.23.

CONTRACT PRICING SCHEDULE		
Year	Term	Estimated Annual Cost
1	December 1, 2023 - September 30, 2024	\$416,416.50
2	October 1, 2024 - September 30, 2025	\$523,251.23
Estimated Total		\$939,667.73



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1(m)

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
C006452- Compactors & Balers Annual Maintenance	
Requested Action	
Approve a three (3) year contract with PTR Baler and Compactor Company for compactor and baler preventive maintenance, repairs and new installations with an approximate expenditure of \$1,142,253.00	
Staff Report	
Reedy Creek Energy Services operates and maintains 288 trash compactors and vertical cardboard balers of various sizes and types across property. Each compactor and baler requires preventive maintenance semi-annually. Additionally, when these assets break or fail, repairs are required as this equipment is utilized 365 days per year and manages approximately 130,000 tons of waste annually. As these assets age they are decommissioned and replaced. This award is for the cost to provide preventive maintenance to maintain the District's solid waste compactors and balers, repairs of solid waste compactors and balers and non-powered solid waste containers, and installations of new Owner-furnished equipment as may be required for new service or asset replacements.	
Additional Analysis	
On September 18, 2023, Invitation to Bid# C006452 was released to sourced vendors for compactor and baler preventive maintenance, repairs and new installations. The bidders were given the opportunity to submit bids for a not-to-exceed fee. The Utilities Services department is requesting approval of Contract# C006452 with PTR Baler and Compactor Company for compactor and baler preventive maintenance, repairs and new installations. Staff recommends approving the contract for the period of <u>December 1, 2023</u> through <u>September 30, 2026</u> .	
Fiscal Impact Summary	
Funding for this contract is budgeted for in Account 335-107-5305210-000 (Machine & Equipment Repairs).	
Exhibits Attached	
1. Board Report 2. Itemized Bid Tabulation 3. Contract 4. Winning Bid 5. Presentation	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Bid# C006452-Compactors & Balers Annual Maintenance in the amount of \$1,142,253

Presented By: Jason D. Herrick, Manager, Gas, Water & Waste Resources

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1(m) Contract# C006452 for a three-year contract for compactor and baler preventive maintenance, repairs and new installations with PTR Baler and Compactor Company with an expenditure of \$1,142,253.

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released: 09/18/2023

BACKGROUND:

Reedy Creek Energy Services operates and maintains 288 trash compactors and vertical cardboard balers of various sizes and types across property. Each compactor and baler requires preventive maintenance semi-annually. Additionally, when these assets break or fail, repairs are required as this equipment is utilized 365 days per year and manages approximately 130,000 tons of waste annually. As these assets age they are decommissioned and replaced. This award is for the cost to provide preventive maintenance to maintain the District's solid waste compactors and balers, repairs of solid waste compactors and balers and non-powered solid waste containers, and installations of new Owner-furnished equipment as may be required for new service or asset replacements.

FINDINGS AND CONCLUSIONS:

On September 18, 2023, Invitation to Bid# C006452 was released to bid for compactor and baler preventive maintenance, repairs and new installations. The bidders were given the opportunity to first submit bids for a not-to-exceed fee. After review of the initial bids it was determined it would be to the benefit of the District to request an alternate bid based on an all-inclusive service monthly fixed fee, but reserve the right to select either pricing format based on the best interest of the District. Four (4) bids were received in the original pricing format and five (5) bids were received in the alternate pricing format as follows:

Vendor's Legal Name	Vendor City/State	Original Bid	Alternate Bid
Baler & Compactor Hydraulic Service LLC*	Jacksonville, FL	\$1,834,656.15	\$3,999,215.08
Canitize USA LLC*	Bradenton, FL		\$1,244,090.04
CW Compactor & Baler LLC**	Bradenton, FL (Veteran Small Business)	\$1,236,730.68	\$1,354,328.88
Loggerhead Dynamics, LLC**	Lutz, FL (Veteran Small Business)	\$1,380,233.13	\$1,378,717.00
PTR Baler and Compactor Company	Philadelphia, PA	\$1,142,253.00	\$1,313,040.00

*New Bidder (not BuyLocal or Veteran Small Business) **New Veteran Small Business Bidder

After conducting an analysis of the bids, the award was given to the lowest responsive and responsible bidder, PTR Baler and Compactor Company.

The Utilities Services department is requesting approval of Contract# C006452 with PTR Baler and Compactor Company for compactor and baler preventive maintenance, repairs and new installations. Staff recommends approving the contract for the period of **December 1, 2023** through **September 30, 2026**.

FISCAL IMPACT:

Funding for this contract is budgeted for FY2024-25 in Account 335-107-5305210-000 (Machine & Equipment Repairs) in the amount of \$366,636.00; FY2025-26 for \$375,951.00; and FY2026-27 for \$399,666.00.

Contract Pricing Schedule		
YR	Term	Est. Annual Cost
1	December 1, 2023 - September 30, 2024	\$366,636.00
2	October 1, 2024 - September 30, 2025	\$375,951.00
3	October 1, 2025 – September 30, 2026	\$399,666.00
Estimated Total		\$1,142,253.00

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.


ALTERNATIVE:

- Deny
- Amend
- Table


SUPPORT MATERIALS:

Contract – PTR Baler and Compactor Company (PDF)

PTR Baler and Compactor Company Bid

<div></div> <div>ITB #C006452 BID TABULATION (ORIGINAL BID) Compactor & Baler Annual Maintenance</div>				Baler & Compactor Hydraulic Service LLC Jacksonville, Florida (Duval County)		Canitize USA LLC Bradenton, Florida (Manatee County)		CW Compactor & Baler LLC Bradenton, Florida (Manatee County) VETERAN SMALL BUSINESS		Loggerhead Dynamics, LLC Lutz, Florida (Hillsborough County) VETERAN SMALL BUSINESS		PTR Baler and Compactor Company Philadelphia, Pennsylvania (Philadelphia County)	
PART A. PREVENTIVE MAINTENANCE													
Item	Description	QTY	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
YEAR 1 (FY 2024)													
1.1	Tunnel Compactors (6 EA)	2	Semi-Annual	\$ 3,000.00	\$ 6,000.00			\$ 2,184.00	\$ 4,368.00	\$ 1,188.00	\$ 2,376.00	\$ 900.00	\$ 1,800.00
1.2	Large Compactors (122 EA)	2	Semi-Annual	\$ 36,600.00	\$ 73,200.00			\$ 44,408.00	\$ 88,816.00	\$ 24,156.00	\$ 48,312.00	\$ 18,300.00	\$ 36,600.00
1.3	Small Compactors (16 EA)	2	Semi-Annual	\$ 4,000.00	\$ 8,000.00			\$ 4,368.00	\$ 8,736.00	\$ 3,168.00	\$ 6,336.00	\$ 2,000.00	\$ 4,000.00
1.4	Vertical Balers (144 EA)	2	Semi-Annual	\$ 36,000.00	\$ 72,000.00			\$ 4,368.00	\$ 8,736.00	\$ 28,512.00	\$ 57,024.00	\$ 14,400.00	\$ 28,800.00
Subtotal				\$	159,200.00			\$	110,656.00	\$	114,048.00	\$	71,200.00
YEAR 2 (FY 2025)													
2.1	Tunnel Compactors (6 EA)	2	Semi-Annual	\$ 3,300.00	\$ 6,600.00			\$ 2,184.00	\$ 4,368.00	\$ 1,188.00	\$ 2,376.00	\$ 900.00	\$ 1,800.00
2.2	Large Compactors (122 EA)	2	Semi-Annual	\$ 42,700.00	\$ 85,400.00			\$ 44,408.00	\$ 88,816.00	\$ 24,156.00	\$ 48,312.00	\$ 18,300.00	\$ 36,600.00
2.3	Small Compactors (16 EA)	2	Semi-Annual	\$ 4,800.00	\$ 9,600.00			\$ 4,368.00	\$ 8,736.00	\$ 3,168.00	\$ 6,336.00	\$ 2,000.00	\$ 4,000.00
2.4	Vertical Balers (144 EA)	2	Semi-Annual	\$ 43,200.00	\$ 86,400.00			\$ 4,368.00	\$ 8,736.00	\$ 28,512.00	\$ 57,024.00	\$ 14,400.00	\$ 28,800.00
Subtotal				\$	188,000.00			\$	110,656.00	\$	114,048.00	\$	71,200.00
YEAR 3 (FY 2026)													
3.1	Tunnel Compactors (6 EA)	2	Semi-Annual	\$ 3,600.00	\$ 7,200.00			\$ 2,184.00	\$ 4,368.00	\$ 1,188.00	\$ 2,376.00	\$ 1,050.00	\$ 2,100.00
3.2	Large Compactors (122 EA)	2	Semi-Annual	\$ 48,800.00	\$ 97,600.00			\$ 44,408.00	\$ 88,816.00	\$ 24,156.00	\$ 48,312.00	\$ 21,350.00	\$ 42,700.00
3.3	Small Compactors (16 EA)	2	Semi-Annual	\$ 5,600.00	\$ 11,200.00			\$ 4,368.00	\$ 8,736.00	\$ 3,168.00	\$ 6,336.00	\$ 2,400.00	\$ 4,800.00
3.4	Vertical Balers (144 EA)	2	Semi-Annual	\$ 50,400.00	\$ 100,800.00			\$ 4,368.00	\$ 8,736.00	\$ 28,512.00	\$ 57,024.00	\$ 18,000.00	\$ 36,000.00
Subtotal				\$	216,800.00			\$	110,656.00	\$	114,048.00	\$	85,600.00
Lum Sum Fixed Fee Total				\$	564,000.00			\$	331,968.00	\$	342,144.00	\$	228,000.00
PART B. LABOR FOR MISCELLANEOUS REPAIRS & INSTALLATION													
Item	Description	QTY	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
YEAR 1 (FY 2024)													
4.1	Compactor Miscellaneous Repairs & Installs	1,390	Manhours	\$ 135.00	\$ 187,650.00			\$ 91.00	\$ 126,490.00	\$ 115.00	\$ 159,850.00	\$ 100.00	\$ 139,000.00
4.2	Bailer Miscellaneous Repairs & Installs	443	Manhours	\$ 135.00	\$ 59,805.00			\$ 91.00	\$ 40,313.00	\$ 115.00	\$ 50,945.00	\$ 100.00	\$ 44,300.00
4.3	Container Miscellaneous Repairs & Installs	30	Manhours	\$ 135.00	\$ 4,050.00			\$ 91.00	\$ 2,730.00	\$ 115.00	\$ 3,450.00	\$ 100.00	\$ 3,000.00
Subtotal				\$	251,505.00			\$	169,533.00	\$	214,245.00	\$	186,300.00
YEAR 2 (FY 2025)													
5.1	Compactor Miscellaneous Repairs & Installs	1,390	Manhours	\$ 148.50	\$ 206,415.00			\$ 91.00	\$ 126,490.00	\$ 118.34	\$ 164,492.60	\$ 105.00	\$ 145,950.00
5.2	Bailer Miscellaneous Repairs & Installs	443	Manhours	\$ 148.50	\$ 65,785.50			\$ 91.00	\$ 40,313.00	\$ 118.34	\$ 52,424.62	\$ 105.00	\$ 46,515.00
5.3	Container Miscellaneous Repairs & Installs	30	Manhours	\$ 148.50	\$ 4,455.00			\$ 91.00	\$ 2,730.00	\$ 118.34	\$ 3,550.20	\$ 105.00	\$ 3,150.00
Subtotal				\$	276,655.50			\$	169,533.00	\$	220,467.42	\$	195,615.00
YEAR 3 (FY 2026)													
6.1	Compactor Miscellaneous Repairs & Installs	1,390	Manhours	\$ 163.35	\$ 227,056.50			\$ 91.00	\$ 126,490.00	\$ 121.77	\$ 169,260.30	\$ 110.00	\$ 152,900.00
6.2	Bailer Miscellaneous Repairs & Installs	443	Manhours	\$ 163.35	\$ 72,364.05			\$ 91.00	\$ 40,313.00	\$ 121.77	\$ 53,944.11	\$ 110.00	\$ 48,730.00
6.3	Container Miscellaneous Repairs & Installs	30	Manhours	\$ 163.35	\$ 4,900.50			\$ 91.00	\$ 2,730.00	\$ 121.77	\$ 3,653.10	\$ 110.00	\$ 3,300.00
Subtotal				\$	304,321.05			\$	169,533.00	\$	226,857.51	\$	204,930.00
Not-to-Exceed Total					832,481.55			\$	508,599.00		661,569.93		586,845.00
PART C. PARTS FOR MISCELLANEOUS REPAIRS & INSTALLATION													
Item	Description	Average Parts Cost	Mark-Up %	Total	Mark-Up %	Total	Mark-Up %	Total	Mark-Up %	Total	Mark-Up %	Total	
YEAR 1 (FY 2024)													
7.1	Compactor Miscellaneous Repairs & Installs	\$ 88,229.00	30.00%	\$ 114,697.70			21.00%	\$ 106,757.09	15.00%	\$ 101,463.35	0.00%	\$ 88,229.00	
7.2	Bailer Miscellaneous Repairs & Installs	\$ 20,473.00	50.00%	\$ 30,709.50			21.00%	\$ 24,772.33	15.00%	\$ 23,543.95	0.00%	\$ 20,473.00	
7.3	Container Miscellaneous Repairs & Installs	\$ 434.00	50.00%	\$ 651.00			21.00%	\$ 525.14	15.00%	\$ 499.10	0.00%	\$ 434.00	
Subtotal				\$	146,058.20			\$	132,054.56	\$	125,506.40	\$	109,136.00
YEAR 2 (FY 2025)													
8.1	Compactor Miscellaneous Repairs & Installs	\$ 88,229.00	30.00%	\$ 114,697.70			21.00%	\$ 106,757.09	15.00%	\$ 101,463.35	0.00%	\$ 88,229.00	
8.2	Bailer Miscellaneous Repairs & Installs	\$ 20,473.00	50.00%	\$ 30,709.50			21.00%	\$ 24,772.33	15.00%	\$ 23,543.95	0.00%	\$ 20,473.00	
8.3	Container Miscellaneous Repairs & Installs	\$ 434.00	50.00%	\$ 651.00			21.00%	\$ 525.14	15.00%	\$ 499.10	0.00%	\$ 434.00	
Subtotal				\$	146,058.20			\$	132,054.56	\$	125,506.40	\$	109,136.00
YEAR 3 (FY 2026)													
9.1	Compactor Miscellaneous Repairs & Installs	\$ 88,229.00	30.00%	\$ 114,697.70			21.00%	\$ 106,757.09	15.00%	\$ 101,463.35	0.00%	\$ 88,229.00	
9.2	Bailer Miscellaneous Repairs & Installs	\$ 20,473.00	50.00%	\$ 30,709.50			21.00%	\$ 24,772.33	15.00%	\$ 23,543.95	0.00%	\$ 20,473.00	
9.3	Container Miscellaneous Repairs & Installs	\$ 434.00	50.00%	\$ 651.00			21.00%	\$ 525.14	15.00%	\$ 499.10	0.00%	\$ 434.00	
Subtotal				\$	146,058.20			\$	132,054.56	\$	125,506.40	\$	109,136.00
Not-to-Exceed Total				\$	438,174.60			\$	396,163.68	\$	376,519.20	\$	327,408.00
Grand Total				\$	1,834,656.15	Declined to Provide Bid in this Format		\$	1,236,730.68	\$	1,380,233.13	\$	1,142,253.00

M&R Recycling Systems & Services Company, Inc. - DECLINED TO BID
 Recycling Services of Florida, Inc. - DECLINED TO BID

<div> ITB #C006452 BID TABULATION (ALL-INCLUSIVE SERVICE BEST-AND-FINAL OFFER) Compactor & Baler Annual Maintenance</div>				<div>Baler & Compactor Hydraulic Service LLC Jacksonville, Florida (Duval County)</div>		<div>Canitize USA LLC Bradenton, Florida (Manatee County)</div>		<div>CW Compactor & Baler LLC Bradenton, Florida (Manatee County) VETERAN SMALL BUSINESS</div>		<div>Loggerhead Dynamics, LLC Lutz, Florida (Hillsborough County) VETERAN SMALL BUSINESS</div>		<div>PTR Baler and Compactor Company Philadelphia, Pennsylvania (Philadelphia County)</div>	
PART A. PREVENTIVE MAINTENANCE & REPAIRS OF EXISTING EQUIPMENT													
Item	Description	QTY	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
YEAR 1 (FY 2024)													
1.1	Compactor & Baler Preventive Maintenance w/ 2 Semi-Annual Checks Per Piece of Equipment Compactor, Baler & Container Unlimited Repairs	12	Month	\$ 95,476.84	\$1,145,722.08	\$ 28,800.00	\$ 345,600.00	\$ 34,353.58	\$ 412,242.96	\$ 34,197.00	\$ 410,364.00	\$ 32,200.00	\$ 386,400.00
Subtotal				\$	1,145,722.08	\$	345,600.00	\$	412,242.96	\$	410,364.00	\$	386,400.00
YEAR 2 (FY 2025)													
2.1	Compactor & Baler Preventive Maintenance w/ 2 Semi-Annual Checks Per Piece of Equipment Compactor, Baler & Container Unlimited Repairs	12	Month	\$105,024.52	\$1,260,294.24	\$ 29,664.00	\$ 355,968.00	\$ 34,353.58	\$ 412,242.96	\$ 35,996.00	\$ 431,952.00	\$ 33,550.00	\$ 402,600.00
Subtotal				\$	1,260,294.24	\$	355,968.00	\$	412,242.96	\$	431,952.00	\$	402,600.00
YEAR 3 (FY 2026)													
3.1	Compactor & Baler Preventive Maintenance w/ 2 Semi-Annual Checks Per Piece of Equipment Compactor, Baler & Container Unlimited Repairs	12	Month	\$115,526.98	\$1,386,323.76	\$ 30,553.92	\$ 366,647.04	\$ 34,353.58	\$ 412,242.96	\$ 36,978.00	\$ 443,736.00	\$ 36,055.00	\$ 432,660.00
Subtotal				\$	1,386,323.76	\$	366,647.04	\$	412,242.96	\$	443,736.00	\$	432,660.00
Lum Sum Fixed Fee Total				\$	3,792,340.08	\$	1,068,215.04	\$	1,236,728.88	\$	1,286,052.00	\$	1,221,660.00
PART B. INSTALLATION OF NEW OWNER-FURNISHED EQUIPMENT													
Item	Description	QTY	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
YEAR 1 (FY 2024)													
4.1	New Compactor Installation	9	Each	\$ 4,500.00	\$ 40,500.00	\$ 1,800.00	\$ 16,200.00	\$ 2,400.00	\$ 21,600.00	\$ 1,585.00	\$ 14,265.00	\$ 1,000.00	\$ 9,000.00
4.2	New Baler Installation	11	Each	\$ 2,000.00	\$ 22,000.00	\$ 3,650.00	\$ 40,150.00	\$ 1,600.00	\$ 17,600.00	\$ 1,425.00	\$ 15,675.00	\$ 1,815.00	\$ 19,965.00
Subtotal				\$	62,500.00	\$	56,350.00	\$	39,200.00	\$	29,940.00	\$	28,965.00
YEAR 2 (FY 2025)													
5.1	New Compactor Installation	9	Each	\$ 4,950.00	\$ 44,550.00	\$ 1,900.00	\$ 17,100.00	\$ 2,400.00	\$ 21,600.00	\$ 1,630.00	\$ 14,670.00	\$ 1,050.00	\$ 9,450.00
5.2	New Baler Installation	11	Each	\$ 2,200.00	\$ 24,200.00	\$ 3,775.00	\$ 41,525.00	\$ 1,600.00	\$ 17,600.00	\$ 1,465.00	\$ 16,115.00	\$ 1,910.00	\$ 21,010.00
Subtotal				\$	68,750.00	\$	58,625.00	\$	39,200.00	\$	30,785.00	\$	30,460.00
YEAR 3 (FY 2026)													
6.1	New Compactor Installation	9	Each	\$ 5,445.00	\$ 49,005.00	\$ 2,000.00	\$ 18,000.00	\$ 2,400.00	\$ 21,600.00	\$ 1,685.00	\$ 15,165.00	\$ 1,100.00	\$ 9,900.00
6.2	New Baler Installation	11	Each	\$ 2,420.00	\$ 26,620.00	\$ 3,900.00	\$ 42,900.00	\$ 1,600.00	\$ 17,600.00	\$ 1,525.00	\$ 16,775.00	\$ 2,005.00	\$ 22,055.00
Subtotal				\$	75,625.00	\$	60,900.00	\$	39,200.00	\$	31,940.00	\$	31,955.00
Not-to-Exceed Total				\$	206,875.00	\$	175,875.00	\$	117,600.00	\$	92,665.00	\$	91,380.00
Grand Total				\$	3,999,215.08	\$	1,244,090.04	\$	1,354,328.88	\$	1,378,717.00	\$	1,313,040.00

M&R Recycling Systems & Services Company, Inc. - DECLINED TO BID
 Recycling Services of Florida, Inc. - DECLINED TO BID



Notice of Intended Award
(pending Board approval scheduled November 15, 2023)

Award Date: October 17, 2023

Contract Number: C006452

Awardee: PTR Baler and Compactor Company

Expected Award Amount: \$1,142,253.00

Contract Period: December 1, 2023 – September 30, 2026

An Intent to Award has been issued by the **Central Florida Tourism Oversight District** to **PTR Baler and Compactor Company** for Contract **#C006452 Compactor & Baler Annual Maintenance** in the amount of **\$1,142,253.00** contingent upon the terms and conditions of the invitation to bid. The project period is from **December 1, 2023** to **September 30, 2026**.

We are pleased to announce this award, and we look forward to seeing the results of this project for the District.

Please contact Rich Parente at rparente@oversightdistrict.org if you have any questions.

Sincerely,

Richard F. Parente Jr.
Senior Procurement Analyst

Concurrence: Tiffany Kimball, Contracting Officer  (Initials)

Concurrence: Glenton Gilzean, Jr., District Administrator  (Initials)

COMPACTORS & BALERS ANNUAL MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the (“Owner” or “District”), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **PTR Baler & Compactor Company**, (herein referred to as the (“Contractor”), whose mailing address is 2207 E. Ontario Street, Philadelphia, Pennsylvania 19134.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **December 1, 2023** and ending **September 30, 2026**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. **Agreement.** The Agreement consists of this Services Agreement, the Scope of Services, the Special Contract Conditions, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.

b. **Services.** The term “Services” as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the following List of Exhibits:

- i. Exhibit A, Scope of Services and Pricing, 19 pages
- ii. Exhibit B, Special Contract Conditions, 15 pages

3. BASIS FOR COMPENSATION AND PAYMENTS.**Not to Exceed Fee**

a. Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, a fee for time reasonably and properly incurred by Contractor in performance of its Services based upon the pricing shown on the Rate Schedule below and itemized in Exhibit A incorporated herein by reference. However, in no event shall the fee exceed **ONE MILLION, ONE HUNDRED FORTY-TWO THOUSAND, TWO HUNDRED FIFTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,142,253.00)**; and the Reimbursable Expenses shall in no event exceed **(N/A)**.

RATE SCHEDULE		
Description	Compensation	Total (Years 1-3)
Part A. Preventive Maintenance	Lump Sum	\$228,000.00
Part B. Labor For Miscellaneous Repairs & Installation	Not-to-Exceed	\$586,845.00
Part C. Parts For Miscellaneous Repairs & Installation	Not-to-Exceed	\$347,408.00
Grand Total for Contract Term (Not-to-Exceed Fee)		\$1,142,253.00

b. Payments shall be made monthly for Services plus Reimbursable Expenses incurred. Contractor shall invoice Owner, in the form required by Owner, on the first day of each calendar month for Services rendered during the preceding month plus Reimbursable Expenses incurred.

c. Reimbursable Expenses shall include only the actual and necessary costs and expenses, without markup, reasonably and properly incurred by Contractor in connection with the Services rendered under this Agreement. Direct expenses are determined and pre-approved by Owner.

d. Contractor shall provide any and all backup required by Owner in connection with time spent and Reimbursable Expenses incurred.

e. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.

f. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
C/O: Reedy Creek Energy Services – Utilities Division
Attention: Accounts Payable
P.O. Box 690519

Orlando, Florida 32869

All invoices shall be sent to wdw.rces.billing@disney.com

g. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.

h. Owner retains the right to reduce any portion of Contractor's Services at any time.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

a. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;

- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

b. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.

c. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.

d. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

e. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

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

g. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. **MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.**

a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

7. **PROTECTION OF PERSONS AND PROPERTY.**

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

8. **BOOKS AND RECORDS.**

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

9. PROMOTION/CONFIDENTIALITY.

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

10. ASSIGNMENT.

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

11. SUSPENSION OR TERMINATION.

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination.

12. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion

of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

13. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
10450 Turkey Lake Road, Box #690519
Orlando, FL 32869
Attention: Contracting Officer

If to Contractor: PTR BALER & COMPACTOR COMPANY
2207 E. Ontario Street
Philadelphia, PA 19134
Attention: John Rizzo

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. OWNERSHIP OF WORK PRODUCT.

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Article 9 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.

b. Without limiting the foregoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

15. LEGAL PROCEEDINGS.

a. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

c. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

16. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

17. THE OWNER'S REPRESENTATIVES.

Reedy Creek Energy Services, whose designated representative is **Melisa Johnson** and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

18. PUBLIC RECORDS.

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 THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@OVERSIGHTDISTRICT.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.

a. THE CONTRACTOR SHALL:

- i. Keep and maintain public records required by the public agency to perform the service.
- ii. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. REQUEST FOR RECORDS; NONCOMPLIANCE:

- i. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- ii. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

c. **CIVIL ACTION:**

- i. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- ii. A notice complies with subparagraph c.2. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- iii. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

19. **NON-FUNDING.**

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

20. **E-VERIFY COMPLIANCE.**

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

21. **SCRUTINIZED COMPANIES.**

a. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

- i. 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 Florida Statutes; and/or
- ii. Engaged in business operations in Cuba or Syria.

d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

- i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes, and/or
- ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

e. If this Agreement is terminated by the Owner as provided in paragraph d above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

f. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner’s termination.

g. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

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

OWNER

CONTRACTOR

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

PTR BALER & COMPACTOR COMPANY

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: Martin Garcia

Print Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

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SCOPE OF SERVICES AND PRICING
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Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to perform the services described below.

SECTION 1. SCOPE OF SERVICES OVERVIEW

- 1.1 The scope of services for the Compactors & Balers Annual Maintenance project shall include, but not be limited to, all labor, materials, tools and equipment required to perform preventive maintenance (“PM”) tasks and miscellaneous repairs on Owner’s existing equipment in the locations as described below and installation of new Owner-furnished equipment as directed by Owner.

SECTION 2. SCOPE OF SERVICES

- 2.1 Contractor shall provide all labor, materials, tools and equipment required to perform PM on all Owner’s existing compactors and balers twice per calendar year, or on a semi-annual basis including, but not limited to, the following:
- A. Evaluate overall equipment condition;
 - B. Verify that all safety decals are in good condition;
 - C. Test and verify the operation of safety features;
 - D. Thoroughly inspect the cylinder welds and seals;
 - E. Grease all fittings;
 - F. Inspect all hoses and crimps;
 - G. Inspect all hose clamps and tighten as needed;
 - H. Inspect motor for signs of wear or end of life conditions;
 - I. Inspect pump for leaks or signs of failure;
 - J. Inspect oil level and general condition;
 - K. Perform oil analysis by an independent laboratory;
 - L. Operate gauge and verify that there are no leaks and operational;
 - M. Set all pressures;
 - N. Adjust limit switches as required;
 - O. Inspect ram or platen guide systems;
 - P. Inspect all control box switches and verify all are operational;
 - Q. Inspect motor starter;
 - R. Inspect motor starter overload;
 - S. Inspect and test emergency stop switches;
 - T. Inspect all electrical connections and tighten as needed;
 - U. Inspect wiring for signs of damage;
 - V. Perform structural inspection of equipment;
 - W. Verify that all safety covers are secure and properly positioned;
 - X. Inspect all loading doors and related safety switches;
 - Y. Verify area near equipment is clear of debris or improperly stored material
 - Z. Provide training to personnel onsite during visit;
 - AA. Create a digital record for each site visit documenting all PM tasks and provide to Owner; and
 - BB. Communicate all deficiencies and discuss solutions with Owner;
- 2.2 Contractor shall provide all labor, materials, tools and equipment, based on Contractor’s published parts cost, required to perform miscellaneous repairs on Owner’s existing equipment including the following:
- A. 6 total tunnel compactors (as noted in Section 3);
 - B. 122 total large compactors (as noted in Section 3);
 - C. 16 total small compactors (as noted in Section 3);
 - D. 144 total vertical balers (as noted in Section 3);
 - E. 49 total enclosed containers (E-boxes);
 - F. 15 total stationary compactor containers;
 - G. 223 total open top containers (20-yard and 30-yard sizes); and

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- H. 399 total 8-yard front load containers.
- 2.3 Contractor shall provide all labor, materials, tools and equipment, including providing guide islands and backstops, required to install new Owner-furnished compactors and balers as directed by Owner.
- 2.4 Contractor shall submit invoices to Owner for approval for PM, miscellaneous repairs and new installations on a weekly basis and clearly separate services by those categories.
- 2.5 For new installations ordered by Owner, cost for installation equipment used during the project may be reimbursed when pre-approved by Owner. Any cost outside of industry standard will be rejected.

SECTION 3. SCOPE SUPPLEMENTAL INFORMATION (EQUIPMENT SPECIFICATIONS)

- 3.1 The following list provides the make, model and location of each compactor included in the scope of services:

ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
15217	Tunnel Compactor, 10-Yard	Wastequip	255HD	Epcot (Electric Umbrella)
15219	Tunnel Compactor, 10-Yard	Wastequip	255HD	Epcot (Stargate, Room 42)
15221	Tunnel Compactor, 10-Yard	Wastequip	255HD	Epcot (Mouse Gear, Hallway)
15223	Tunnel Compactor, 10-Yard	Wastequip	255HD	Epcot (Sunrise, Room 38)
15233	Small Compactor, 4-Yard	Wastequip	255HD	Polynesian Luau
15281	Large Compactor, 30-Yard	Wastequip	255HD	Animal Kingdom (Tamu Tamu)
15291	Large Compactor, 30-Yard	Wastequip	255HD	Old Key West
15295	Large Compactor, 30-Yard	PTR	PT-301L	Polynesian Hotel (Extension)
15297	Large Compactor, 30-Yard	PTR	PT-301L	Polynesian Hotel (Main)
15299	Large Compactor, 30-Yard	Wastequip	255HD	Grand Floridian (Convention Center)
15301	Large Compactor, 30-Yard	Wastequip	255HD	Shades of Green
15305	Large Compactor, 30-Yard	PTR	PT-301L	Magic Kingdom (MO-6)
15307	Large Compactor, 30-Yard	PTR	PT-301L	Magic Kingdom (AVAC)
15311	Large Compactor, 30-Yard	PTR	PT-301L	Magic Kingdom (Fantasyland Tunnel)
15321	Large Compactor, 30-Yard	Wastequip	255HD	Saratoga Springs (Service Yard)
15327	Large Compactor, 30-Yard	Wastequip	255HD	Disney Springs (House of Blues)
15333	Large Compactor, 30-Yard	Wastequip	255HD	Hollywood Studios (PizzeRizzo, Pizza Planet)
15335	Large Compactor, 30-Yard	Wastequip	255HD	Disney Springs (Pleasure Island Service)
15341	Large Compactor, 30-Yard	PTR	PT-301L	Lake Buena Vista (Hilton Hotel)

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ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
15343	Large Compactor, 30-Yard	PTR	PT-301L	All Star (Services 33A)
15345	Large Compactor, 30-Yard	Wastequip	255HD	Lake Buena Vista (B Resort, Royal Plaza)
15349	Large Compactor, 30-Yard	Wastequip	255HD	Lake Buena Vista (Best Western)
15351	Large Compactor, 30-Yard	Wastequip	255HD	All Star Movies
15355	Large Compactor, 30-Yard	PTR	PT-301L	Animal Kingdom (Restaurantsaurus)
15361	Large Compactor, 30-Yard	PTR	PT-301L	Animal Kingdom (Tuskers)
15363	Large Compactor, 30-Yard	PTR	PT-301L	Animal Kingdom (Flame Tree)
15369	Large Compactor, 30-Yard	PTR	PT-301L	Animal Kingdom (Rainforest Café)
15373	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (China, Norway)
15377	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (Germany)
15381	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (American Adventure)
15383	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (Japan)
15385	Large Compactor, 30-Yard	Wastequip	255HD	Wide World of Sports (Dock 2)
15387	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (Morocco)
15389	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (France)
15391	Large Compactor, 30-Yard	Wastequip	255HD	Wide World of Sports (Dock 1)
15393	Small Compactor, 8-Yard	Wastequip	255HD	Epcot (Millennium)
15399	Large Compactor, 30-Yard	Wastequip	255HD	Epcot (Living Seas)
15403	Large Compactor, 30-Yard	Wastequip	255HD	Caribbean Beach (Service)
15405	Large Compactor, 30-Yard	PTR	PT-301L	Hollywood Studios (Take-5)
15407	Large Compactor, 30-Yard	PTR	PT-301L	Hollywood Studios (SciFi)
15409	Large Compactor, 30-Yard	PTR	PT-301L	Hollywood Studios (Backlot Express)
15411	Large Compactor, 30-Yard	PTR	PT-301L	Hollywood Studios (Hollywood & Vine)
15419	Large Compactor, 30-Yard	PTR	PT-301L	Wilderness Lodge
15421	Large Compactor, 30-Yard	PTR	PT-301L	All Star Music

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ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
15423	Large Compactor, 30-Yard	Wastequip	255HD	All Star Sports
15425	Large Compactor, 30-Yard	PTR	PT-301L	All Star (Services 74A)
15431	Large Compactor, 30-Yard	Wastequip	255HD	Swan Hotel
15433	Large Compactor, 30-Yard	PTR	PT-301L	Dolphin Hotel
15437	Large Compactor, 30-Yard	Wastequip	255HD	Contemporary Hotel (Convention Center)
15439	Large Compactor, 30-Yard	PTR	PT-301L	Port Orleans (Service)
15441	Large Compactor, 30-Yard	PTR	PT-301L	Port Orleans French Quarter
15443	Large Compactor, 30-Yard	PTR	PT-301L	Hollywood Studios (Muppet Alley)
19355	Large Compactor, 30-Yard	Wastequip	255HD	Animal Kingdom Lodge
19365	Small Compactor, 8-Yard	Wastequip	255HD	Magic Kingdom (Pirates of the Caribbean)
19600	Large Compactor, 30-Yard	Wastequip	255HD	Beach Club Villas
20038	Small Compactor, 8-Yard	Wastequip	255HD	DC-3
20055	Small Compactor, 8-Yard	Wastequip	255HD	Team Disney South
20156	Small Compactor, 4-Yard	Wastequip	255HD	Chester & Hester
20545	Large Compactor, 30-Yard	Wastequip	255HD	Lake Buena Vista (Holiday Inn)
20547	Large Compactor, 30-Yard	PTR	PT-301L	Pop Century (Service)
21192	Large Compactor, 30-Yard	Wastequip	255HD	Saratoga Springs
21380	Large Compactor, 30-Yard	PTR	PT-301L	Animal Kingdom (Asia)
21814	Large Compactor, 30-Yard	Wastequip	255HD	Lake Buena Vista (Wyndham Palace)
21820	Large Compactor, 30-Yard	PTR	PT-301L	Yacht & Beach Club
21821	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (Imagination)
22152	Large Compactor, 30-Yard	Wastequip	255HD	Disney Springs (T-Rex)
23184	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (Italy)
23373	Small Compactor, 4-Yard	Wastequip	255HD	Disney Springs (Jaleo)
23441	Large Compactor, 30-Yard	Wastequip	255HD	Magic Kingdom (Be Our Guest)

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ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
23445	Large Compactor, 30-Yard	Wastequip	255HD	Art of Animation
23736	Small Compactor, 8-Yard	Wastequip	255HD	Team Disney North
23906	Large Compactor, 30-Yard	Wastequip	255HD	Disney Springs (Once Upon a Toy)
26070	Large Compactor, 30-Yard	Wastequip	255HD	Four Seasons
60913	Large Compactor, 30-Yard	PTR	PT-301L	Animal Kingdom (Avatar)
60914	Large Compactor, 30-Yard	PTR	PT-301L	Coronado Springs (Towers)
60917	Large Compactor, 30-Yard	Wastequip	255HD	Disney Springs (B27E Service Yard)
60918	Large Compactor, 30-Yard	Wastequip	255HD	Disney Springs (B27W Service Yard)
60920	Large Compactor, 30-Yard	Wastequip	255HD	Disney Springs (NBA Experience)
60921	Large Compactor, 30-Yard	Wastequip	255HD	Disney Springs (World of Disney)
60922	Large Compactor, 30-Yard	RJM	NA	Hollywood Studios (Pargo Maintenance Building)
60923	Large Compactor, 30-Yard	PTR	PT-301L	Hollywood Studios (Star Wars Docking Bay)
60924	Large Compactor, 30-Yard	PTR	PT-301L	Hollywood Studios (Toy Storyland Mania)
60925	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (United Kingdom)
60926	Large Compactor, 30-Yard	PTR	PT-301L	Wide World of Sports (Arena Venue)
60927	Large Compactor, 30-Yard	Wastequip	255HD	Flamingo Crossings (Springhill Suites)
60928	Large Compactor, 30-Yard	PTR	PT-301L	Hollywood Studios (Star Wars Cantina)
60929	Small Compactor, 4-Yard	Wastequip	255HD	Old Key West (Olivia's Café)
60930	Small Compactor, 4-Yard	Wastequip	255HD	Boardwalk (Jellyroll's)
74486	Small Compactor, 8-Yard	Wastequip	255HD	Epcot (Millennium)
77156	Large Compactor, 30-Yard	PTR	PT-301L	Riviera Resort
77157	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (Mission Space)
77221	Small Compactor, 8-Yard	Wastequip	255HD	DC-2
77222	Large Compactor, 30-Yard	PTR	PT-301L	Solar C1
80489	Small Compactor, 10-Yard	PTR	PT-301L	Flamingo Crossings (Walgreens)

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ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
80511	Tunnel Compactor, 10-Yard	PTR	PT-301L	Magic Kingdom (Adventureland)
80512	Tunnel Compactor, 10-Yard	PTR	PT-301L	Magic Kingdom (Tomorrowland)
80897	Large Compactor, 30-Yard	PTR	PT-301L	Lake Buena Vista (Doubletree)
80898	Large Compactor, 30-Yard	PTR	PT-301L	Blizzard Beach
80911	Large Compactor, 30-Yard	PTR	PT-301L	Animal Kingdom (Pizzafari)
80912	Large Compactor, 30-Yard	PTR	PT-301L	Lake Buena Vista (Buena Vista Palace)
80913	Large Compactor, 30-Yard	PTR	PT-301L	Boardwalk (Convention Center)
80948	Large Compactor, 30-Yard	PTR	PT-301L	Animal Kingdom Lodge
80990	Large Compactor, 30-Yard	PTR	PT-301L	Magic Kingdom (MO-5)
80991	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (Land Pavilion)
80997	Large Compactor, 30-Yard	PTR	PT-301L	Hollywood Studios (Galactic Starcruiser)
81358	Large Compactor, 30-Yard	PTR	PT-301L	Swan Reserve Hotel
81465	Large Compactor, 30-Yard	PTR	PT-301L	Flamingo Crossings (Target)
81467	Large Compactor, 30-Yard	PTR	PT-301L	Disney Springs (Planet Hollywood, B25 Yard)
81524	Large Compactor, 30-Yard	PTR	PT-301L	Old Port Royal
81525	Large Compactor, 30-Yard	PTR	PT-301L	Disney Springs (AMC Service Yard)
81529	Large Compactor, 30-Yard	PTR	PT-301L	Contemporary Hotel
81530	Large Compactor, 30-Yard	Wastequip	255HD	Fort Wilderness (Pioneer Hall)
81531	Large Compactor, 30-Yard	PTR	PT-301L	Disney Springs (Morimoto)
81532	Large Compactor, 30-Yard	PTR	PT-301L	Disney Springs (Portobello's)
81570	Large Compactor, 30-Yard	PTR	PT-301L	Port Orleans Riverside
81599	Large Compactor, 30-Yard	PTR	PT-301L	Coronado Springs (Dock 1)
81600	Large Compactor, 30-Yard	PTR	PT-301L	Pop Century (Classic Hall)
81606	Large Compactor, 30-Yard	PTR	PT-301L	Coronado Springs (Dock 2)
81695	Large Compactor, 30-Yard	Wastequip	255HD	Grand Floridian Hotel

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ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
81911	Large Compactor, 30-Yard	Wastequip	255HD	Saratoga Springs (Artist's Palette)
83889	Large Compactor, 30-Yard	PTR	PT-301L	Lake Buena Vista (Drury South)
83890	Large Compactor, 30-Yard	PTR	PT-301L	Lake Buena Vista (Drury North)
83891	Large Compactor, 30-Yard	PTR	PT-301L	Contemporary (Bay Lake Towers)
83932	Large Compactor, 30-Yard	PTR	PT-301L	Swan Hotel
83968	Large Compactor, 30-Yard	PTR	PT-301L	Coronado Springs (Dock 4)
83973	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (Mexico)
83974	Large Compactor, 30-Yard	PTR	PT-301L	Hollywood Studios (Rodeo Roundup BBQ)
83975	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (Odyssey)
83976	Large Compactor, 30-Yard	PTR	PT-301L	Old Key West (Service)
83977	Large Compactor, 30-Yard	PTR	PT-301L	Disney Springs (BO5 Service Yard)
83978	Large Compactor, 30-Yard	PTR	PT-301L	Disney Springs (BO5 Service Yard)
84084	Large Compactor, 30-Yard	PTR	PT-301L	Magic Kingdom (Galaxy Theater)
84728	Large Compactor, 30-Yard	PTR	PT-301L	Disney Springs (House of Blues)
84729	Large Compactor, 30-Yard	PTR	PT-301L	Magic Kingdom (Storybook Circus)
84730	Large Compactor, 30-Yard	PTR	PT-301L	Epcot (Living Seas)
84731	Large Compactor, 30-Yard	PTR	PT-301L	Animal Kingdom (Tamu Tamu)
84732	Large Compactor, 30-Yard	PTR	PT-301L	Disney Springs (AMC Theater)
84733	Large Compactor, 30-Yard	PTR	PT-301L	Yacht & Beach Club (Beach Club Villas)
84734	Large Compactor, 30-Yard	PTR	PT-301L	Disney Springs (Strawberry Lot)
84735	Large Compactor, 30-Yard	PTR	PT-301L	Disney Springs (Rainforest Café)
84736	Large Compactor, 30-Yard	PTR	PT-301L	Magic Kingdom (Project Ursa)
84756	Small Compactor, 8-Yard	PTR	PT-301L	Boardwalk (ESPN)
84757	Small Compactor, 6-Yard	PTR	PT-301L	Solid Waste Laydown Yard
84758	Small Compactor, 6-Yard	Wastequip	255HD	Solid Waste Laydown Yard

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3.2 The following list provides the make, model and location of each baler included in the scope of services:

ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
15101	Vertical Baler	Marathon	V-6030	Grand Floridian (Convention Center)
15102	Vertical Baler	Marathon	V-6030	North Service Area (Central Shops)
15104	Vertical Baler	Marathon	V-6030	Magic Kingdom (MO-5)
15106	Vertical Baler	Marathon	V-6030	Fort Wilderness (Service Yard)
15107	Vertical Baler	Marathon	V-6030	Fort Wilderness (Trading Post)
15109	Vertical Baler	Marathon	V-6030	Polynesian (Tangaroa Terrace)
15110	Vertical Baler	Marathon	V-6030	Contemporary (Main Building)
15114	Vertical Baler	PTR	2300HD	Magic Kingdom (MO-6)
15115	Vertical Baler	Marathon	V-6030	Magic Kingdom (Splash Mountain)
15123	Vertical Baler	Marathon	V-6030	Lake Buena Vista (Buena Vista Palace)
15125	Vertical Baler	Marathon	V-6030	Disney Springs (House of Blues)
15126	Vertical Baler	Marathon	V-6030	Disney Springs (Planet Hollywood)
15127	Vertical Baler	Marathon	V-6030	Disney Springs (Once Upon a Story)
15129	Vertical Baler	Marathon	V-6030	Disney Springs (Service Yard)
15132	Vertical Baler	Marathon	V-6030	Lake Buena Vista (Hilton Hotel)
15134	Vertical Baler	Marathon	V-6030	Lake Buena Vista (B Resort)
15135	Vertical Baler	Marathon	V-6030	Animal Kingdom (Pride Rock)
15136	Vertical Baler	Marathon	V-6030	Animal Kingdom (Restaurantosaurus)
15137	Vertical Baler	Marathon	V-6030	Lake Buena Vista (Wyndham Resort)
15140	Vertical Baler	Marathon	V-6030	Animal Kingdom (Tuskers)
15141	Vertical Baler	Marathon	V-6030	Animal Kingdom (Flame Tree)
15142	Vertical Baler	Marathon	V-6030	Animal Kingdom (Rainforest Café)
15143	Vertical Baler	Marathon	V-6030	Epcot (Innoventions)
15144	Vertical Baler	Marathon	V-6030	Animal Kingdom (Island Mercantile)

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ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
15145	Vertical Baler	Marathon	V-6030	Epcot (Odyssey)
15146	Vertical Baler	Marathon	V-6030	North Service Area (Textile Services)
15147	Vertical Baler	Marathon	V-6030	Solid Waste Laydown Yard
15148	Vertical Baler	PTR	2300HD	Epcot (China)
15151	Vertical Baler	Marathon	V-6030	Solid Waste Laydown Yard
15152	Vertical Baler	Marathon	V-6030	Epcot (American Adventure)
15153	Vertical Baler	Marathon	V-6030	Animal Kingdom (Tamu-Tamu)
15154	Vertical Baler	Marathon	V-6030	Epcot (Japan)
15156	Vertical Baler	PTR	2300HD	Epcot (France)
15157	Vertical Baler	PTR	2300HD	Epcot (United Kingdom)
15158	Vertical Baler	Marathon	V-6030	Epcot (Millennium)
15159	Vertical Baler	Marathon	V-6030	Epcot (Imagination)
15161	Vertical Baler	Marathon	V-6030	AA Group Events (Florist)
15162	Vertical Baler	Marathon	V-6030	Caribbean Beach (Old Port Royal)
15163	Vertical Baler	Marathon	V-6030	Caribbean Beach (Break Area)
15164	Vertical Baler	Marathon	V-6030	Hollywood Studios (Take-5)
15166	Vertical Baler	PTR	2300HD	Hollywood Studios (Backlot Restaurant)
15167	Vertical Baler	Marathon	V-6030	Hollywood Studios Hollywood & Vine
15168	Vertical Baler	Marathon	V-6030	Hollywood Studios (Feature Animation)
15169	Vertical Baler	Marathon	V-6030	Typhoon Lagoon (Singapore Sal's)
15170	Vertical Baler	Marathon	V-6030	Typhoon Lagoon (Leaning Palms)
15172	Vertical Baler	Marathon	V-6030	Hollywood Studios (Sunset Ranch)
15176	Vertical Baler	Marathon	V-6030	All Star (Casting)
15177	Vertical Baler	Marathon	V-6030	Swan Hotel
15178	Vertical Baler	PTR	2300HD	Dolphin Hotel

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ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
15179	Vertical Baler	PTR	2300HD	Yacht & Beach Club
15180	Vertical Baler	PTR	2300HD	Wide World of Sports (All Star Café)
15181	Vertical Baler	Marathon	V-6030	Port Orleans (Service, Blue Building)
15182	Vertical Baler	Marathon	V-6030	Port Orleans French Quarter
15183	Vertical Baler	Marathon	V-6030	Hollywood Studios (Muppets Alley)
15184	Vertical Baler	Marathon	V-6030	Team Disney South
15185	Vertical Baler	Marathon	V-6030	Smart City
15186	Vertical Baler	Marathon	V-6030	Saratoga Springs (Service)
15187	Vertical Baler	PTR	2300HD	Old Key West
15190	Vertical Baler	PTR	2300HD	DC-3
15191	Vertical Baler	Marathon	V-6030	DC-3
15192	Vertical Baler	Marathon	V-6030	Port Orleans Riverside
15193	Vertical Baler	Marathon	V-6030	Contemporary (Convention Center)
15194	Vertical Baler	Marathon	V-6030	Animal Kingdom Lodge
15196	Vertical Baler	PTR	2300HD	Pop Century (Classic Hall)
15197	Vertical Baler	Marathon	V-6030	All Star (Casting)
15198	Vertical Baler	Marathon	V-6030	Animal Kingdom (Pizzafari)
15201	Vertical Baler	PTR	2300HD	Blizzard Beach
15202	Vertical Baler	Marathon	V-6030	Disney Springs (UNIQLO, B27 Yard)
15203	Vertical Baler	Marathon	V-6030	Boardwalk (ESPN)
15205	Vertical Baler	Marathon	V-6030	Solid Waste Laydown Yard
15207	Vertical Baler	Marathon	V-6030	Wide World of Sports (Stadium)
15208	Vertical Baler	Marathon	V-6030	Wide World of Sports (Field House)
15209	Vertical Baler	Marathon	V-6030	Polynesian (Luau)
19456	Vertical Baler	Marathon	V-6030	Grand Floridian (Main Hotel Dock)

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22012	Vertical Baler	Marathon	V-6030	Contemporary (Wave)
22067	Vertical Baler	Marathon	V-6030	South Service Area (Property Control)
22154	Vertical Baler	Marathon	V-6030	Disney Springs (T-Rex)
23377	Vertical Baler	Marathon	V-6030	Magic Kingdom (Outdoor Foods)
23407	Vertical Baler	Marathon	V-6030	Epcot (Living Seas)
23447	Vertical Baler	PTR	2300HD	Art of Animation
23448	Vertical Baler	Marathon	V-6030	Coronado Springs (Dock 7 Veracruz Hall)
23449	Vertical Baler	Marathon	V-6030	DC-2 (Door 73)
23494	Vertical Baler	PTR	2300HD	Magic Kingdom (Be Our Guest)
23708	Vertical Baler	Marathon	V-6030	Magic Kingdom (Storybook Circus)
23889	Vertical Baler	Marathon	V-6030	Disney Springs (Portobello's Service Yard)
23929	Vertical Baler	PTR	2300HD	Epcot (Morocco)
26072	Vertical Baler	Marathon	V-6030	Four Seasons
26314	Vertical Baler	Marathon	V-6030	Epcot (Canada)
26818	Vertical Baler	Marathon	V-6030	Coronado Springs (Dock 7)
29482	Vertical Baler	PTR	2300HD	Coronado Springs (Towers)
60804	Vertical Baler	Marathon	V-6030	Disney Springs (Lego's)
60806	Vertical Baler	Marathon	V-6030	Disney Springs (B15 Yard)
60807	Vertical Baler	Marathon	V-6030	Disney Springs (Morimoto)
60808	Vertical Baler	PTR	2300HD	Disney Springs (B-05 Yard)
60809	Vertical Baler	Marathon	V-6030	Disney Springs (B-27W Yard)
60810	Vertical Baler	Marathon	V-6030	Disney Springs (AMC Service Yard)
60811	Vertical Baler	PTR	2300HD	Animal Kingdom (Avatar)
60812	Vertical Baler	PTR	2300HD	Epcot (Japan East)
60813	Vertical Baler	PTR	2300HD	Wide World of Sports (Arena Venue)

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ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
60814	Vertical Baler	PTR	2300HD	Hollywood Studios (Toy Storyland F&B)
60816	Vertical Baler	PTR	2300HD	Hollywood Studios (Toy Storyland Mania)
60818	Vertical Baler	Marathon	V-6030	Hollywood Studios (Pargo Maintenance Building)
60820	Vertical Baler	PTR	2300HD	Hollywood Studios (Star Wars Docking Bay)
60821	Vertical Baler	PTR	2300HD	Hollywood Studios (Star Wars Cantina)
60822	Vertical Baler	PTR	2300HD	Disney Springs (NBA Experience)
75218	Vertical Baler	Marathon	V-6030	Disney Springs (B-26 East Yard, Uniqlo OCC)
75219	Vertical Baler	PTR	2300HD	Disney Springs (Jaleo)
77158	Vertical Baler	PTR	2300HD	Riviera Resort
77159	Vertical Baler	Load King	NA	RMF Facility
80513	Vertical Baler	PTR	2300HD	Animal Kingdom (Forage Warehouse)
80514	Vertical Baler	PTR	2300HD	Boardwalk (Jellyrolls)
80515	Vertical Baler	PTR	2300HD	Boardwalk (Atlantic Dance)
80516	Vertical Baler	PTR	2300HD	Epcot (Italy)
80947	Vertical Baler	PTR	2300HD	Animal Kingdom (Chester & Hester)
80992	Vertical Baler	PTR	2300HD	All Star Movies
80993	Vertical Baler	PTR	2300HD	Magic Kingdom (Fantasyland)
80995	Vertical Baler	PTR	2300HD	Polynesian (Main Building)
80996	Vertical Baler	PTR	2300HD	Hollywood Studios (Galactic Starcruiser)
81432	Vertical Baler	PTR	2300HD	Coronado Springs (Dock 2)
81437	Vertical Baler	PTR	2300HD	Animal Kingdom (Engineering Services)
81517	Vertical Baler	PTR	2300HD	Boardwalk (Convention Center)
81518	Vertical Baler	PTR	2300HD	Fort Wilderness (Pioneer Hall)
81519	Vertical Baler	PTR	2300HD	Epcot (Mexico)
81520	Vertical Baler	PTR	2300HD	Animal Kingdom (Asia)

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ASSET#	EQUIPMENT TYPE	MAKE	MODEL (EQUIVALENT OF LISTED)	LOCATION
81526	Vertical Baler	PTR	2300HD	Saratoga Springs (Artists Palette)
81571	Vertical Baler	PTR	2300HD	Shades of Green
81572	Vertical Baler	PTR	2300HD	Epcot (Germany)
81573	Vertical Baler	PTR	2300HD	Wilderness Lodge
81604	Vertical Baler	PTR	2300HD	All Star Sports
81605	Vertical Baler	PTR	2300HD	Coronado Springs (Dock 4)
83893	Vertical Baler	PTR	2300HD	Contemporary (Convention Center)
83894	Vertical Baler	PTR	2300HD	All Star Music
83895	Vertical Baler	PTR	2300HD	Hollywood Studios (Roundup Rodeo BBQ)
83907	Vertical Baler	PTR	2300HD	Contemporary Hotel
83908	Vertical Baler	PTR	2300HD	Disney Springs (Rainforest Café)
83909	Vertical Baler	PTR	2300HD	Hollywood Studios (Sci-Fi)
83925	Vertical Baler	PTR	2300HD	Epcot (Land)
83929	Vertical Baler	PTR	2300HD	Disney Springs (World of Disney)
84747	Vertical Baler	PTR	2300HD	Animal Kingdom (Pride Rock)
84748	Vertical Baler	PTR	2300HD	Saratoga Springs (Artists Palette)
84749	Vertical Baler	PTR	2300HD	Hollywood Studios (Take Five)
84750	Vertical Baler	PTR	2300HD	Animal Kingdom (Island Mercantile)
84751	Vertical Baler	PTR	2300HD	Magic Kingdom (Project Ursa)
84752	Vertical Baler	PTR	2300HD	Animal Kingdom (Tuskers)

SECTION 4. EMPLOYEES

The following applies to ALL contract work:

- 4.1 The Contractor shall perform the basic services outlined within this scope of services between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, or as deemed necessary and approved by Owner. These hours are subject to change depending on the time of year and as a result of special events or holidays.
- 4.2 Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the Owner.

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- 4.3 Owner reserves the right to refuse any Contractor's employee who does not meet or conform to Owner's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes a level of professional hygiene that includes all contractor provided uniforms.
- 4.4 The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the services, and shall provide all protection to prevent injury to all persons involved in any way in the Services.
- 4.5 Any and all complaints or calls for assistance from Owner or its agents or representatives shall be responded to by Contractor within twenty-four (24) hours of Owner's issuance of such complaints or calls and all repairs or work which precipitated such complaint shall be diligently and professionally completed by Contractor.
- 4.6 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner towards Owner, guests, staff, and management. In the event the Owner believes that any of Contractor's employees are acting other than as herein required, or Owner or its agents determine that any of such employees are not performing their duties in a competent manner, Owner shall so advise Contractor and Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by Owner. Contractor shall maintain continuous and regular communications with Owner concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by Contractor hereunder.
- 4.7 All services shall be approved by and scheduled through the Owner or its authorized representative.
- 4.8 Contractor shall make walk/ride-through reviews of the entire site related to visual observations and shall make repairs and adjustments necessary. Owner may attend the walk/ride-through.
- 4.9 Contractor shall be required to provide response correspondence to any service requests sent via the Owner.
- 4.10 All services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (b) all codes, rules, regulations, and requirements, of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 4.11 The Contractor shall at all times keep the general area in which the services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the services, and shall continuously throughout performance of the services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the Owner may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the Owner incurs the clean-up cost, the Owner will deduct the expenses incurred from any sums then or thereafter due the Contractor.

SECTION 5. QUALITY CONTROL

- 5.1 The Contractor shall establish a quality control/quality assurance program specific to this contract scope and shall maintain and monitor the program throughout the life of the contract.
- 5.2 The Owner will have the right at any stage of the operation to reject any or all work and material that in the Owner's opinion does not meet the requirements of these scope of services.

SECTION 6. DAMAGE

- 6.1 Any damages caused by the Contractor shall be repaired by the Contractor within twenty-four (24) hours, or

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shall be repaired by the Owner and back-charged at the current rate per man hour plus material plus twenty percent (20%) on material only. Any materials required to correct damages caused by the Contractor shall be the responsibility of the Contractor.

- 6.2 Should the Owner elect to have the Contractor perform any work outside the scope of services, the Owner may request a lump sum proposal for the Work or may direct the Contractor to proceed on a time and material basis.
- 6.3 Contractor shall report all damages to the Owner immediately.

SECTION 7. SAFETY

- 7.1 All Contractors' equipment shall be properly maintained with all safety equipment intact and operational.
- 7.2 Contractor shall acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work on the project.
- 7.3 Contractor shall be responsible for the safety of its employees and shall, at a minimum, require applicable personal protective equipment ("PPE") including, but not limited to, eye, hearing and hand protection.

SECTION 8. APPEARANCE GUIDELINES

- 8.1 The District will ask all contractors to follow its appearance requirements. There may be substitutions to clothing specifications made per location as some of these requirements may not apply to you.
- 8.2 The District is located and operates in an area that caters to many visitors and guests from different parts of the country and world. Employees performing their jobs may frequently come into contact with these visitors as well as various clients of the District. The image that you project plays a role in the impression of the District and its staff and can affect the overall experience. Therefore, everyone must strive to make positive impressions. It is in both the individual's and the District's best interest to ensure consistent compliance with quality appearance and demeanor standards.
- 8.3 The following requirements apply to all employees of the District:
 - A. Business Casual clothing should be comfortable yet appropriate for an office environment. You are still expected to project a professional image for our clients, potential employees and community visitors. Attire shall not appear too tight, too baggy, faded or in need of repair. Style as well as fabric choices (for clothing and footwear) must be consistent with a businesslike atmosphere. Sequined, faded, ill-fitting, revealing or sloppy attire (clothing or footwear) does not this requirement.
 - B. Clothing, footwear, accessories, or jewelry that pose a safety hazard in the performance of one's job are not permitted. Employees should be aware of departmental requirements for safety in their areas and additional safety requirements may apply.
 - C. Undergarments may not be visibly exposed. Patterned or colored undergarments that are visible when worn under light-colored clothing are not permitted. Clothing that reveals your back, your chest or your stomach is not appropriate for a place of business.
 - D. Acceptable fabrics for clothing include wool, cotton, polyester, silk, linen, rayon and any blend of these fibers. Sheer fabric is unacceptable.
 - E. Employees are responsible for guaranteeing shoes are kept clean and in good repair at all times. Conservative athletic shoes are acceptable for uniformed employees or when permitted by your manager. For safety reasons, they must be slip-resistant, rubber-soled shoes. Flashy athletic shoes, flip-flops and clogs are not acceptable in the workplace. Cowboy boots are not allowed except as noted on specific occasions.
 - F. Central Florida Tourism Oversight District is a first-name organization. Nametags are an important part of our uniform and contribute to guest and employee interactions. Nametags should be worn in an upright, readable position.

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- G. Due to the nature of our work, local climate and hygiene; regular bathing, frequent hand-washing, clean, neat hair, and the use of an anti-per spirant or deodorant is required. For the same reasons, the use of strong, heavy scents and fragrances is not permitted.
- H. Any material (used as an overlay, insert, etc.) that gives an unnatural appearance to teeth is unacceptable. Orthodontia is acceptable.
- I. Nails must be clean and trimmed; charms/decals on nails are unacceptable.
- J. Extreme hairstyles and/or extreme hair ornaments detract from a professional appearance and are unacceptable. If hair color is altered, it must appear natural. Artificial hair, meeting those requirements, is acceptable.
- K. Shaving of the eyebrows is not permitted.
- L. Visible tattoos are not acceptable. Tattoos must be discreetly and completely covered at all times.
- M. Jewelry may not be worn in any visible piercing(s), other than ear piercing for female employees as specifically allowed below. Jewelry worn in non-visible piercing(s) that poses a safety risk due to uniform/equipment designs and/or job responsibilities will not be permitted.
- N. Sunglasses are permitted but shall not be worn indoors or at night; mirrored lenses are unacceptable.
- O. Requests for an exception to the Appearance Policy for medical or religious reasons must be presented to your manager with supporting documentation.

8.4 The following requirements are specific to female employees:

- A. Conservative braided hairstyles without beads or ornamentation are acceptable provided they are not distracting or extreme.
- B. Underarms and legs, when visible, are to be clean-shaven.
- C. Makeup may be used to enhance one's appearance. The products shall be blended to create a natural look. Extremes in color choices or application techniques detract from a professional appearance and are not acceptable.
- D. Jewelry, if worn, shall be unobtrusive and in good business taste. Any jewelry that jangles, rattles or makes noise is unacceptable.
- E. Two earrings in each ear worn in the earlobe are acceptable. Earrings must not exceed the size of a quarter. Spacers or gauges are unacceptable.
- F. Necklaces (a maximum of two), bracelets and/or watch are acceptable.
- G. One ring per hand is acceptable (a wedding set is considered one ring).
- H. Ankle bracelets are unacceptable.
- I. Nail polish, if used, shall be clear or in a red, rose, peach, beige or natural tone.
- J. Skirt lengths shall range from three (3) inches above the top of the kneecap to the mid-point of the anklebone. Slits, kick pleats, and buttoned or snapped closures should not exceed five inches mid-knee.
- K. Trousers lengths shall range from the mid-point of the anklebone to the bottom of the instep.
- L. Attire should be appropriate for a business environment.
- M. Acceptable attire includes: dresses, skirts, sweaters, blouses, jackets, professional-style mid-calf capris, dress slacks and khakis.
- N. Sleeveless dresses or shirts are permitted without a jacket only if the shoulder seam width is no less than two inches.
- O. Unacceptable attire includes: tank tops, spaghetti straps, t-shirts, tops with plunging necklines, cargo-style pants/capris, leggings, shorts, spandex or any other form fitting pants and any garments made of denim.
- P. Footwear should be appropriate for a business environment and should complement the clothing that is worn. Coordinating hosiery is optional. Dress boots, classic pumps (open or closed toe), loafers, sling back styles (open or closed toe), and sandals (with a defined dress heel) are all acceptable.

8.5 The following requirements are specific to male employees:

- A. Employees are permitted to have a fully grown-in beard unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth of an inch. A well-groomed beard has a defined check

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line and neckline, which is trimmed neatly. The neck must be shaven. Shaping to extreme styles is not permitted. A non-shaven, stubble beard is not acceptable. The beard must connect to an appropriately grown mustache.

- B. Mustaches are permitted, but must be neatly trimmed, never appearing bushy or unkempt. Mustaches must extend to the corners of the mouth but shall not extend onto or over the upper lip nor beyond or below the corners of the mouth.
- C. Goatees (or circle beards) are permitted unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth of an inch. A goatee should be fully grown-in under the bottom lip and symmetrical on both sides. Shaping to extreme styles is not permitted. If a goatee is grown, it must connect to an appropriately grown mustache.
- D. Sideburns must be kept neatly trimmed and the bottom edge may not extend beyond the bottom of the earlobe.
- E. Hair must be neatly cut and tapered on the back and sides, forming a smooth, symmetrical appearance so that it does not extend beyond or cover any part of the ears or shirt collar. The overall style must be neat, natural and balanced proportionally.
- F. A shaved head is permitted, as well as a very short military-style cut.
- G. Tucking hair behind the ears, pinning it under or tucking it under a hat to conceal an unacceptable hairstyle will not be permitted.
- H. No more than one ring per hand may be worn. Necklaces and earring are unacceptable.
- I. Trousers shall extend to the bottom of the ankle.
- J. Dress shoes or loaders shall be worn with coordinating socks. Sandals are not permitted.
- K. Attire should be appropriate for a business environment:
 - 1. Acceptable attire includes: suit, long or short-sleeved dress shirts or dress guayaberas/camp shirts (see attached), polo shirts and dress trousers. Cotton twill trousers are permitted only if they are neatly pressed.
 - 2. Shirts must be tucked in, with the exception of camp style dress shirts and sweaters specifically tailored otherwise. Shirts must have a collar.
 - 3. Sport coats, blazers and ties are optional.
 - 4. Unacceptable attire includes: cargo-style pants, shorts, t-shirts, spandex, or any other form fitting pants and any garments made of denim.

8.6 Casual Fridays:

From time to time, the District designates certain Fridays when casual attire may be worn by non-uniformed employees. However, not all employees/contractors are eligible to participate in Casual Fridays. Attire on Casual Friday must be appropriate for the workplace. In a business casual work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. Denim clothing, athletic shoes in good condition and cowboy boots are permissible on Casual Fridays. Clothing (other than previous listed exceptions) and other items identified as unacceptable above are also unacceptable on Casual Fridays. See specific requirements related to the event.

8.7 Appearance Requirements Discipline:

An employee whose attire is deemed inappropriate for their position will promptly be asked to comply with the District's requirements. An employee may be relieved of duty until in compliance with the supervisor's request. Failure to adhere to these standards will result in appropriate disciplinary action, not excluding separation of employment from the District. Ensuring consistent administration of the Appearance Requirements is the responsibility of management.

8.8 Miscellaneous:

Individuals in select locations will be required to wear the proper safety attire and proper PPE that is clean and meets the all safety standards.

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SECTION 9. RATE SCHEDULE

PART A. PREVENTIVE MAINTENANCE					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LUMP SUM TOTAL
YEAR 1 (December 1, 2023 – September 30, 2024)					
1.1	Tunnel Compactors (6 EA)	2	Semi-Annual	\$900.00	\$1,800.00
1.2	Large Compactors (122 EA)	2	Semi-Annual	\$18,300.00	\$36,600.00
1.3	Small Compactors (16 EA)	2	Semi-Annual	\$2,000.00	\$4,000.00
1.4	Vertical Balers (144 EA)	2	Semi-Annual	\$14,400.00	\$28,800.00
SUBTOTAL YEAR 1					\$71,200.00
YEAR 2 (October 1, 2024 – September 30, 2025)					
2.1	Tunnel Compactors (6 EA)	2	Semi-Annual	\$900.00	\$1,800.00
2.2	Large Compactors (122 EA)	2	Semi-Annual	\$18,300.00	\$36,600.00
2.3	Small Compactors (16 EA)	2	Semi-Annual	\$2,000.00	\$4,000.00
2.4	Vertical Balers (144 EA)	2	Semi-Annual	\$14,400.00	\$28,800.00
SUBTOTAL YEAR 2					\$71,200.00
YEAR 3 (October 1, 2025 – September 30, 2026)					
3.1	Tunnel Compactors (6 EA)	2	Semi-Annual	\$1,050.00	\$2,100.00
3.2	Large Compactors (122 EA)	2	Semi-Annual	\$21,350.00	\$42,700.00
3.3	Small Compactors (16 EA)	2	Semi-Annual	\$2,400.00	\$4,800.00
3.4	Vertical Balers (144 EA)	2	Semi-Annual	\$ 18,000.00	\$36,000.00
SUBTOTAL YEAR 3					\$85,600.00
Part A - Preventive Maintenance: LUMP SUM TOTAL					\$228,000.00

PART B. LABOR FOR MISCELLANEOUS REPAIRS & INSTALLATION*					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	NTE TOTAL
YEAR 1 (December 1, 2023 – September 30, 2024)					
4.1	Compactor Miscellaneous Repairs & Installs	1,390	Man-hours	\$100.00	\$139,000.00
4.2	Bailer Miscellaneous Repairs & Installs	443	Man-hours	\$100.00	\$44,300.00
4.3	Container Miscellaneous Repairs & Installs	30	Man-hours	\$100.00	\$3,000.00
SUBTOTAL YEAR 1					\$186,300.00
YEAR 2 (October 1, 2024 – September 30, 2025)					
5.1	Compactor Miscellaneous Repairs & Installs	1,390	Man-hours	\$105.00	\$145,950.00
5.2	Bailer Miscellaneous Repairs & Installs	443	Man-hours	\$105.00	\$46,515.00
5.3	Container Miscellaneous Repairs & Installs	30	Man-hours	\$105.00	\$3,150.00
SUBTOTAL YEAR 2					\$196,615.00
YEAR 3 (October 1, 2025 – September 30, 2026)					
6.1	Compactor Miscellaneous Repairs & Installs	1,390	Man-hours	\$110.00	\$152,900.00
6.2	Bailer Miscellaneous Repairs & Installs	443	Man-hours	\$110.00	\$48,730.00
6.3	Container Miscellaneous Repairs & Installs	30	Man-hours	\$110.00	\$3,300.00
SUBTOTAL YEAR 3					\$204,930.00
Part B - Labor For Miscellaneous Repairs & Installation: NOT-TO-EXCEED TOTAL					\$586,845.00

*Contractor's applicable travel time is included in the labor rates.

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PART C. PARTS FOR MISCELLANEOUS REPAIRS & INSTALLATION				
ITEM	DESCRIPTION	AVERAGE PARTS COST	MARK-UP%**	NTE TOTAL
YEAR 1 (December 1, 2023 – September 30, 2024)				
7.1	Compactor Miscellaneous Repairs & Installs	\$88,229.00	0%	\$88,229.00
7.2	Bailer Miscellaneous Repairs & Installs	\$20,473.00	0%	\$20,473.00
7.3	Container Miscellaneous Repairs & Installs	\$434.00	0%	\$434.00
SUBTOTAL YEAR 1				\$109,136.00
YEAR 2 (October 1, 2024 – September 30, 2025)				
8.1	Compactor Miscellaneous Repairs & Installs	\$88,229.00	0%	\$88,229.00
8.2	Bailer Miscellaneous Repairs & Installs	\$20,473.00	0%	\$20,473.00
8.3	Container Miscellaneous Repairs & Installs	\$434.00	0%	\$434.00
SUBTOTAL YEAR 2				\$109,136.00
YEAR 3 (October 1, 2025 – September 30, 2026)				
9.1	Compactor Miscellaneous Repairs & Installs	\$88,229.00	0%	\$88,229.00
9.2	Bailer Miscellaneous Repairs & Installs	\$20,473.00	0%	\$20,473.00
9.3	Container Miscellaneous Repairs & Installs	\$434.00	0%	\$434.00
SUBTOTAL YEAR 3				\$109,136.00
Part C - Parts for Miscellaneous Repairs & Installation: NOT-TO-EXCEED TOTAL				\$327,408.00

***Percent mark-up against wholesale parts price. The District reserves the right to request validation of wholesale price during the contract term.*

			GRAND TOTAL (Parts A, B, and C)	\$1,142,253.00
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End of Exhibit A

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
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- (i) Definitions
- I. General Safety Requirements, Contractor Parking and Access, Break Areas
- II. Construction Site Minimum Personal Protective Equipment (“PPE”) and Clothing Requirements
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- IV. Asbestos/Cadmium or Lead/CFCs
- V. Confined Spaces
- VI. Hazardous and Chemical Waste Disposal
- VII. Electrical Safety Policy
- VIII. Lock out / Tag out
- IX. Fall Protection
- X. Aerial Work Platforms (“AWP”)
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- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved

(i) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property.

All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan (“PSSP”), a hazard analysis, pre-task

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planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Reedy Creek Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, “vaping”, and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (“AWPs”) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle (“PTV”) if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane.

Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner’s expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trash cans must be provided for the disposable cups and/or bottles.

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Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (“ACM”) and/or Presumed Asbestos-Containing Materials (“PACM”), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification

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pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

C. CHLOROFLUOROCARBONS (“CFCs”)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (“CFCs”) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor’s work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space (“PRCS”), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space (“PRCS”) entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor’s Project Specific Safety Plan (“PSSP”). In support of the Contractor’s preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner’s experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor’s personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner’s job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

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Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

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VII. ELECTRICAL SAFETY POLICY

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

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

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment ("PPE") and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6') of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing ("FRC").

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

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

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

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A **flash protection boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

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

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

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

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If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which

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results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a “STOP WORK” condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards (“SRLs”) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn’t feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer’s instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor’s qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System (“PFAS”), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25’).

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5’) or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6’) or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (“PFDs”) are not required.

X. AERIAL WORK PLATFORMS (“AWP”)

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner’s request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP’s that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as “out of service” the vehicle shall not to be operated until it has been repaired.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006452

The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer's capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006452

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006452

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services ("RCES") between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

Obtain a completed locate ticket through Sunshine State One Call of Florida ("SSOCOF") by calling 811.

Call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office.

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office.

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
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Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (“NCCCO”).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water’s edge, Ground Bearing Pressures (“GBP”) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
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All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems.

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (“PPE”) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No. C006452

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.
Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.
- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B



EXHIBIT B – Bid Pricing Form

Bid # **C006452**

Project: **Compactors & Balers Annual Maintenance**

Bidder: **PTR Baler and Compactor Company**

PART A. PREVENTIVE MAINTENANCE

Note: Fill In All Pink Areas And Totals Should Automatically Tabulate.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
YEAR 1 (FY 2024)					
1.1	Tunnel Compactors (6 EA)	2	Semi-Annual	\$ 900.00	\$ 1,800.00
1.2	Large Compactors (122 EA)	2	Semi-Annual	\$ 18,300.00	\$ 36,600.00
1.3	Small Compactors (16 EA)	2	Semi-Annual	\$ 2,000.00	\$ 4,000.00
1.4	Vertical Balers (144 EA)	2	Semi-Annual	\$ 14,400.00	\$ 28,800.00
SUBTOTAL					\$ 71,200.00
YEAR 2 (FY 2025)					
2.1	Tunnel Compactors (6 EA)	2	Semi-Annual	\$ 900.00	\$ 1,800.00
2.2	Large Compactors (122 EA)	2	Semi-Annual	\$ 18,300.00	\$ 36,600.00
2.3	Small Compactors (16 EA)	2	Semi-Annual	\$ 2,000.00	\$ 4,000.00
2.4	Vertical Balers (144 EA)	2	Semi-Annual	\$ 14,400.00	\$ 28,800.00
SUBTOTAL					\$ 71,200.00
YEAR 3 (FY 2026)					
3.1	Tunnel Compactors (6 EA)	2	Semi-Annual	\$ 1,050.00	\$ 2,100.00
3.2	Large Compactors (122 EA)	2	Semi-Annual	\$ 21,350.00	\$ 42,700.00
3.3	Small Compactors (16 EA)	2	Semi-Annual	\$ 2,400.00	\$ 4,800.00
3.4	Vertical Balers (144 EA)	2	Semi-Annual	\$ 18,000.00	\$ 36,000.00
SUBTOTAL					\$ 85,600.00
LUMP SUM FIXED FEE TOTAL					\$ 228,000.00

PART B. LABOR FOR MISCELLANEOUS REPAIRS & INSTALLATION

Note: Fill In All Pink Areas And Totals Should Automatically Tabulate.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
YEAR 1 (FY 2024)					
4.1	Compactor Miscellaneous Repairs & Installs	1390	Manhours	\$ 100.00	\$ 139,000.00
4.2	Bailer Miscellaneous Repairs & Installs	443	Manhours	\$ 100.00	\$ 44,300.00
4.3	Container Miscellaneous Repairs & Installs	30	Manhours	\$ 100.00	\$ 3,000.00
SUBTOTAL					\$ 186,300.00
YEAR 2 (FY 2025)					
5.1	Compactor Miscellaneous Repairs & Installs	1390	Manhours	\$ 105.00	\$ 145,950.00
5.2	Bailer Miscellaneous Repairs & Installs	443	Manhours	\$ 105.00	\$ 46,515.00
5.3	Container Miscellaneous Repairs & Installs	30	Manhours	\$ 105.00	\$ 3,150.00
SUBTOTAL					\$ 195,615.00
YEAR 3 (FY 2026)					
6.1	Compactor Miscellaneous Repairs & Installs	1390	Manhours	\$ 110.00	\$ 152,900.00
6.2	Bailer Miscellaneous Repairs & Installs	443	Manhours	\$ 110.00	\$ 48,730.00
6.3	Container Miscellaneous Repairs & Installs	30	Manhours	\$ 110.00	\$ 3,300.00
SUBTOTAL					\$ 204,930.00
NOT-TO-EXCEED TOTAL					\$ 586,845.00

PART C. PARTS FOR MISCELLANEOUS REPAIRS & INSTALLATION

Percent mark-up against wholesale parts price.

The District reserves the right to request validation of wholesale price during the contract term.

Note: Fill In All Pink Areas And Totals Should Automatically Tabulate.

ITEM	DESCRIPTION	AVERAGE PARTS COST	MARK-UP %	TOTAL
YEAR 1 (FY 2024)				
7.1	Compactor Miscellaneous Repairs & Installs	\$ 88,229.00	0.00%	\$ 88,229.00
7.2	Bailer Miscellaneous Repairs & Installs	\$ 20,473.00	0.00%	\$ 20,473.00
7.3	Container Miscellaneous Repairs & Installs	\$ 434.00	0.00%	\$ 434.00
SUBTOTAL				\$ 109,136.00
YEAR 2 (FY 2025)				
8.1	Compactor Miscellaneous Repairs & Installs	\$ 88,229.00	0.00%	\$ 88,229.00
8.2	Bailer Miscellaneous Repairs & Installs	\$ 20,473.00	0.00%	\$ 20,473.00
8.3	Container Miscellaneous Repairs & Installs	\$ 434.00	0.00%	\$ 434.00
SUBTOTAL				\$ 109,136.00
YEAR 3 (FY 2026)				
9.1	Compactor Miscellaneous Repairs & Installs	\$ 88,229.00	0.00%	\$ 88,229.00
9.2	Bailer Miscellaneous Repairs & Installs	\$ 20,473.00	0.00%	\$ 20,473.00
9.3	Container Miscellaneous Repairs & Installs	\$ 434.00	0.00%	\$ 434.00
SUBTOTAL				\$ 109,136.00
NOT-TO-EXCEED TOTAL				\$ 327,408.00

GRAND TOTAL \$ 1,142,253.00



EXHIBIT D - Bid Submittal Affidavit

Title: Compactors & Balers Annual Maintenance
Bid #: C006452
Contact: Central Florida Tourism Oversight District
Richard Parente, Senior Procurement Analyst
rparente@rcid.org
(689) 254-3539

SECTION 1. BASE BID

Company Name: PTR Baler and Compactor Company

We have examined all the bidding documents and the site of the Work, and submit the following bid proposal in which we affirm the following statements:

- A) We will hold our Bid open and valid for ninety (90) days from the date of bid opening per Section 7 of the Invitation to Bid;
- B) We will enter into a Service Agreement on the form provided by the Owner if awarded the contract based on our Bid; and
- C) We will perform and complete all Base Bid Work for the Not-to-Exceed price of:

(Base Bid in words)

One million, one hundred and forty-two thousand, two hundred and fifty-three DOLLARS

(\$ 1,142,253.00) which covers the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials, and all taxes).

SECTION 2. BID DOCUMENTS and ADDENDUM ACKNOWLEDGEMENT

Our company acknowledges receipt of the Invitation to Bid, and all other bidding documents for the project including the following Addendums:

Addendum No. _____, dated _____.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.

SECTION 3. BIDDER CHECKLIST

- ☐ Bidder acknowledges receipt of all Addenda.
- ☐ Bidder has submitted an **EXHIBIT B** – Bid Pricing Form.
- ☐ Bidder has submitted a signed **EXHIBIT D** - Bid Submittal Affidavit.
- ☐ Bidder has submitted an **EXHIBIT E** – Client Reference List.

SECTION 4. BID AFFIDAVIT; NON-COLLUSION

I, John J Rizzo, as a duly authorized employee of the Company, affirm I have executed this Bid with full authority to do so and that the Company has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with above named project with any other Bidder, and;

that all statements contained in our bid and in this affidavit are true and correct, and made with full knowledge that Central Florida Tourism Oversight District relies upon the truth of the statements contained in said Bid, and in the statements contained in this affidavit in awarding a contract for this project.

Affirmed this 6th day of October, 2023.

LEGAL COMPANY NAME:

PTR Baler and Compactor Company

By: John J Rizzo
(Signature)

Digitally signed by John J Rizzo
Date: 2023.10.06 13:14:03 -04'00'

Printed Name: John J Rizzo

Title: Director of Business Development

Telephone: 215-537-2260

E-Mail: jrizzo@ptrco.com

Home Office Address: 2207 E. Ontario St., Philadelphia, PA 19134

EXHIBIT E – Client Reference List

ITB No.: C006452
Project: Compactors & Balers Annual Maintenance

CLIENT REFERENCE LIST

Please use this form to provide at least two (2) client references for similar services performed.

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
The Home Depot	Repair Services	January 1, 2003	
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC EQUIPMENT/MODELS WORKED ON			
Baler and Compactor repair services			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
Publix	Repair Services	January 1, 2018	
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC EQUIPMENT/MODELS WORKED ON			
Baler, Compactor, dock equipment, repair services			

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
Costco	Repair Services	January 1, 2005	
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC EQUIPMENT/MODELS WORKED ON			
Baler and Compactor repair services			

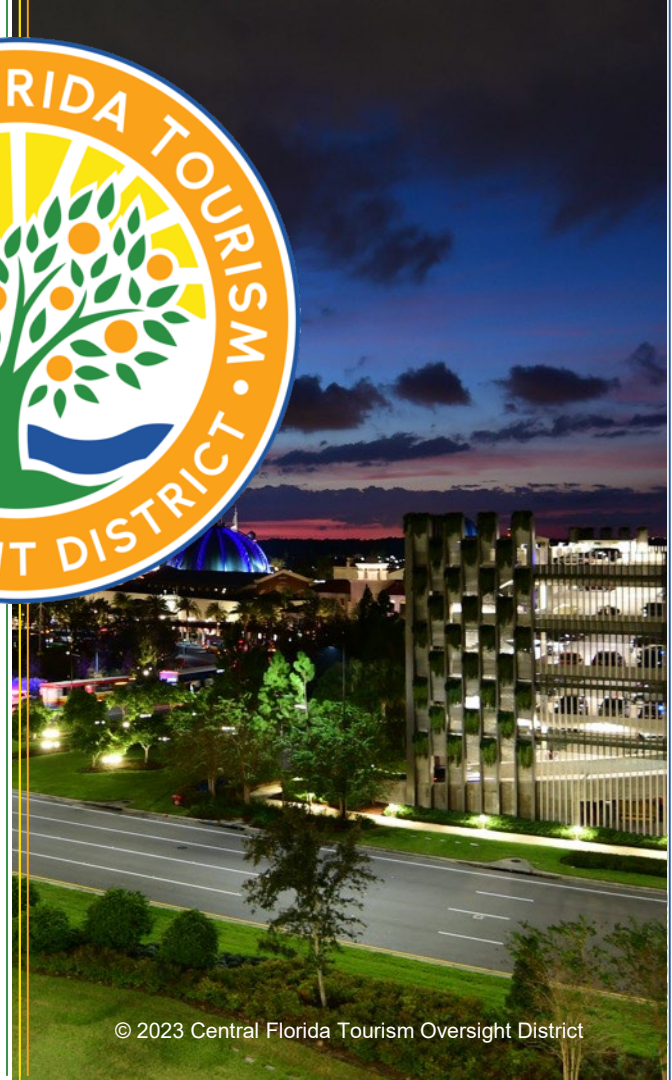
CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
Target	Repair Services	January 1, 1995	
DESCRIPTION OF SERVICES PERFORMED AND SPECIFIC EQUIPMENT/MODELS WORKED ON			
Baler and Compactor repair services			

8.1(m) COMPACTORS & BALERS ANNUAL MAINTENANCE

(3-year contract with PTR Baler and
Compactor Company)



November 15, 2023



Compactor & Baler Annual Maintenance

- Reedy Creek Energy Services operates and maintains 288 trash compactors and vertical cardboard balers of various sizes and types across property.
- Each compactor and baler requires preventive maintenance semi-annually. Additionally, when these assets break or fail, repairs are required as this equipment is utilized 365 days per year and manages approximately 130,000 tons of waste annually. As these assets age they are decommissioned and replaced.
- This award is for the cost to provide preventive maintenance to maintain the District's solid waste compactors and balers, repairs of solid waste compactors and balers and non-powered solid waste containers, and installations of new Owner-furnished equipment as may be required for new service or asset replacements.



Compactor & Baler Annual Maintenance

- On September 18, 2023, Invitation to Bid# C006452 was released for compactor and baler preventive maintenance, repairs and new installations. After review of the initial bids it was determined it would be to the benefit of the District to request an alternate bid based on an all-inclusive service monthly fixed fee, but reserve the right to select either pricing format based on the best interest of the District.
- Four (4) bids were received in the original pricing format and five (5) bids were received in the alternate pricing format as follows:

Vendor's Legal Name	Vendor's City/State	Original Bid	Alternate Bid
Baler & Compactor Hydraulic Service LLC*	Jacksonville, Florida	\$1,834,656.15	\$3,999,215.08
Canitize USA LLC*	Bradenton, Florida		\$1,244,090.04
CW Compactor & Baler LLC**	Bradenton, Florida (Veteran Small Business)	\$1,236,730.68	\$1,354,328.88
Loggerhead Dynamics, LLC**	Lutz, Florida (Veteran Small Business)	\$1,380,233.13	\$1,378,717.00
PTR Baler and Compactor Company	Philadelphia, Pennsylvania	\$1,142,253.00	\$1,313,040.00

*New Bidder (not BuyLocal or Veteran Small Business) **New Veteran Small Business Bidder



Compactor & Baler Annual Maintenance

- Funding for this contract is budgeted for FY2024-25 in Account 335-107-5305210-000 (Machine & Equipment Repairs) in the amount of \$366,636.00; FY2025-26 for \$375,951.00; and FY2026-27 for \$399,666.00.

CONTRACT PRICING SCHEDULE		
Year	Term	Estimated Annual Cost
1	December 1, 2023 - September 30, 2024	\$366,636.00
2	October 1, 2024 - September 30, 2025	\$375,951.00
3	October 1, 2025 - September 30, 2026	\$399,666.00
Estimated Total		\$1,142,253.00



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.2(a)

Meeting Date	
November 15, 2023	
Agenda Item Name	
CFTOD Utility Division: Epcot LTHW Distribution System Renewal – Phase 1 – Project Budget	
Requested Action	
Board approval to establish a project budget of \$12,000,000 for the Epcot Low Temperature Hot Water (LTHW) Distribution System Renewal – Phase 1 project.	
Staff Report	
None	
Additional Analysis	
Budget is based on costs to date for the project development and design phases in addition to contractor's bid price plus anticipated remaining RCES, professional engineering consultant, and other outside professional services for the construction phase and project closeout.	
Fiscal Impact Summary	
Funding is from the CFTOD Series 2021-2 Utility Revenue Bonds (Taxable).	
Exhibits Attached	
1. Financial Summary - Epcot LTHW Distribution System Renewal – Phase 1	

Project Budget

Epcot LTHW Distribution System Renewal – Phase 1

<u>Project</u>	<u>Project Budget</u>	<u>Board Authorization</u>	<u>Allocated Contingency</u>	<u>Total Project Request</u>	<u>Commitments</u>	<u>Uncommitted Authorization</u>
Epcot LTHW Distribution System Renewal - Phase 1 (B1016)						
Design / Support Services	\$ 1,000,000	\$ 829,860	\$ 100,486	\$ 930,346	\$ 861,860	\$ 68,486
RCES Soft Costs & General Requirements (Aug 2022)		\$ 50,000	\$ -	\$ 50,000	\$ 50,000	\$ -
Salas O'Brien - C006237 (Aug 2022)		\$ 329,860	\$ 32,986	\$ 362,846	\$ 329,860	\$ 32,986
Salas O'Brien - C006237 CO#1 (Dec 2022)		\$ -	\$ -	\$ -	\$ 32,000	\$ (32,000)
RCES Soft Costs & General Requirements (Sep 2023)		\$ 450,000	\$ 67,500	\$ 517,500	\$ 450,000	\$ 67,500
Owner Furnished Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Services	\$ 11,000,000	\$ 9,361,843	\$ 1,404,276	\$ 10,766,119	\$ 9,361,843	\$ 1,404,276
Harper - C006384 (Sep 2023)		\$ 9,361,843	\$ 1,404,276	\$ 10,766,119	\$ 9,361,843	\$ 1,404,276
Total	\$ 12,000,000	\$ 10,191,703	\$ 1,504,762	\$ 11,696,465	\$ 10,223,703	\$ 1,472,762



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.2(b)

Meeting Date	
November 15, 2023	
Agenda Item Name	
Epcot LTHW Distribution System Renewal – Phase 1 – Design / Support Services	
Requested Action	
Board approval of not-to-exceed \$450,000 for design / support services	
Staff Report	
None	
Additional Analysis	
<p>Design / Support Services include RCES's actual and direct expenses, reasonable overhead expenses, and reimbursement of the actual and direct expenses paid by RCES to unrelated parties, including subcontractors and consultants providing Design / Support Services.</p> <p>The current request is for RCES administration and inspection/field engineering services through the construction and project closeout phases. Additional support and expenses include outside professional services for weld inspections and asbestos abatement.</p>	
Fiscal Impact Summary	
Funding is from the CFTOD Series 2021-2 Utility Revenue Bonds (Taxable)	
Exhibits Attached	

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.2(c)

Meeting Date	
November 15, 2023	
Agenda Item Name	
Contract# C006384: Epcot LTHW Distribution System Renewal – Phase 1 – Construction Services with Harper Limbach LLC.	
Requested Action	
Board approval to execute an agreement with Harper Limbach, LLC in the amount of \$9,361,843.00 for construction services for the CFTOD Epcot Low Temperature Hot Water (LTHW) Distribution System Renewal – Phase 1 project. This requests also includes Board authorization for the District Administrator to execute change orders up to an aggregate amount of 15% of the contract amount.	
Staff Report	
An invitation to bid was issued to four (4) qualified contractors on May 4, 2023. A pre-bid meeting was held on May 9, 2023, followed by a review of the drawings and project site. The bid opening was on July 6, 2023. Bids were received by three (3) of the contractors, with the fourth declining to bid due to already having a full workload. The bids received ranged from \$9,361,843.00 to \$9,997,000.00 with the lowest responsive and responsible Bidder being Harper Limbach, LLC.	
Additional Analysis	
None	
Fiscal Impact Summary	
Funding is subject to utilizing the CFTOD Series 2021-2 Utility Revenue Bonds (Taxable).	
Exhibits Attached	
1. Financial Summary - Epcot LTHW Distribution System Renewal – Phase 1 (B1016)	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 11/15/2023

Subject: Award of Bid# C006384-LTHW Distribution System Renewal in the amount of \$9,361,843.00

Presented By: Christine Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.2(c) Contract# C006384 for low temperature hot water distribution construction services with Harper Limbach, LLC. at the cost of \$9,361,843.00, and with a 15% contingency allowance for a total of \$10,766,119

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: 06/28/2023

BACKGROUND:

This project is to install approximately 150 linear feet of above ground and 1,250 linear feet of below ground 24-inch diameter Low Temperature Hot Water (LTHW) supply and return piping to bypass an existing 24-inch diameter LTHW return pipe that has reached the point of failure. The new piping shall be routed between the CFTOD Epcot Central Energy Plant (ECEP) and a point of connection on the main LTHW supply and return lines south of Mechanical Valve Pit (MVP) #2. The installation will require excavation, backfill, surface restoration, jack and bore, piping, tie-ins, line labeling, and painting/coating.

The existing 24-inch diameter LTHW return pipeline developed a significant leak in April 2021 and was isolated to mitigate impacts to operation of the ECEP. The LTHW piping consists of a carrier pipe within a casing pipe, making it difficult to determine the exact location of the leak. Several vendors were consulted to assess the condition of the pipeline and recommend means to pinpoint the leak for excavation and repair and/or to rehabilitate the entire segment in-situ using no-dig methods such as coating, lining, or pipe bursting. It was subsequently determined that the most effective strategy to return this segment to service was to replace the pipelines in a new alignment that will also provide some operational flexibility and improvements.

FINDINGS AND CONCLUSIONS:

An invitation to bid was issued to four (4) qualified contractors on May 4, 2023. A pre-bid meeting was held on May 9, 2023, followed by a review of the drawings and project site. The bid opening was on July 6, 2023. Bids were received by three (3) of the contractors, with the fourth declining to bid due to already having a full workload.

The bids were as follows:

Vendor's Legal Name	Vendor City/State	Lump Sum Total
Harper Limbach	Pittsburgh, PA	\$9,361,843.00
W.W. Gay Mechanical Contractor, Inc.*	Jacksonville, FL	\$9,568,077.00
Southeast Mechanical Contractors	Hollywood, FL	\$10,987,000.00
Garney Companies, Inc.	North Kansas City, MO	No Bid

*Non-Responsive Bid

Harper Limbach, LLC was the lowest responsive and responsible bidder.

The Utilities Services department is requesting approval of Contract# C006384 with Harper Limbach, LLC. to install approximately 24-inch diameter Low Temperature Hot Water (LTHW) supply and return. Staff recommends approving the contract until August 31, 2024 for the scheduled completion.

FISCAL IMPACT:

Funding will be from the CFTOD Series 2021-2 Utility Revenue Bonds (Taxable).

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract – Harmper Limbach, LLC (PDF)

Harper Limbach, LLC Submitted Bid



ITB #C006384 BID EVALUATION
LTHW Distribution System Renewal-
Phase I- Supplemental Header
Installation

CONTRACTOR	ORIGINAL BID	REVISED BID
Garney Companies, Inc.	No bid	No Bid
Harper Limbach LLC	\$9,361,843.00	\$9,361,843.00
Southeast Mechanical Contractors	\$9,997,000.00	\$10,987,000.00
W. W. Gay Mechanical Contractor, Inc.*	\$9,568,077.00*	\$9,568,077.00*

*non-responsive bid



LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER INSTALLATION

Agreement: C006384

PROJECT MANUAL

ISSUED FOR CONSTRUCTION

Date of Issuance: October 25, 2023

Owner:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
Owner's Representative:	Reedy Creek Energy Services 5300 Center Drive Lake Buena Vista, Florida 32830
Engineer/Architect of Record:	Reedy Creek Energy Services Mechanical Engineering Department <i>Consulting Engineers</i> Salas O'Brien Engineering, Inc. Harris Civil Engineers, LLC
Contractor:	Harper Limbach LLC 1251 Waterfront Place Pittsburgh, Pennsylvania 15222

PROJECT MANUAL

Definition: The compilation of Documents listed herein is hereinafter referred to as the Project Manual.

The following listed documents comprise the Project Manual entitled:

LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER INSTALLATION **ISSUED FOR CONSTRUCTION**

Contract Number: C006384

CONTRACT DOCUMENTS

Agreement (Lump Sum)

- Exhibit A – Project Description and List of Contract Documents
- Exhibit B – Project Milestone Schedule
- Exhibit C – Recap of Lump Sum Fixed Price
- Exhibit D – Pending Alternates
- Exhibit E – Unit Price Schedule, including Attachment 1 to Exhibit E – Schedule of Hourly Wage Rates and Contractor-Owned Equipment Rates

Special Contract Conditions

General Conditions of the Contract for Construction

Payment Bond

Performance Bond

Consent of Surety for Partial Payment Application (sample form)

Dual Obligatee Rider (sample form)

Contractor's Interim Affidavit (sample form), including Schedule A

Contractor's Request for Information ("RFI") (sample form)

Directive (sample form)

Change Order (sample form), including Exhibit A

Close-Out Change Order (sample form includes Certificate of Substantial Completion)

Punch List (sample form)

Addenda

Drawings – Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 - SUPPLEMENTAL HEADER INSTALLATION, dated May 4, 2023. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Specifications - For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 - SUPPLEMENTAL HEADER INSTALLATION, dated May 4 2023. All specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

END OF TABLE OF CONTENTS - PROJECT MANUAL
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**LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER INSTALLATION
LUMP SUM AGREEMENT**

THIS AGREEMENT, made effective as of _____, by and between **Central Florida Tourism Oversight District** (herein referred to as the “Owner”), whose mailing address is 10450 Turkey Lake Road, Box # 690519, Orlando, Florida 32869, and **Harper Limbach LLC** (herein referred to as the “Contractor”), whose mailing address is 1251 Waterfront Place, Pittsburgh, Pennsylvania, 15222.

W I T N E S S E T H

WHEREAS, the underlying solicitation and specification documents for the Invitation to Bid (“ITB”) issued on May 4, 2023, indicate the name Reedy Creek Improvement District for the Owner. In mid-May 2023, the Owner began revising forms and templates using the new name of Central Florida Tourism Oversight District. References to Reedy Creek Improvement District (“RCID”) within the Agreement are referring to the Owner, now known as Central Florida Tourism Oversight District (“CFTOD”).

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

**Article 1
DEFINITIONS: THE CONTRACT DOCUMENTS**

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

1.2. The Contract Documents consist of this Agreement, the Conditions of the Contract (General and Special), the Drawings, the Specifications, all Addenda (except portions thereof relating purely to any of the bidding forms or bidding procedures), all Modifications and all other documents identified in the “List of Contract Documents” included in Exhibit A, which is attached hereto. Such documents form the Contract and all are as fully a part thereof as if attached to this agreement or repeated herein.

**Article 2
STATEMENT OF THE WORK**

2.1. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the “Work.”

2.2. **Exhibit A**, “Project Description and List of Contract Documents,” contains a brief description of the Project.

2.3. The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and nonprofessional services, and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the Work. The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor.

**Article 3
OWNER'S REPRESENTATIVE**

3.1. **Reedy Creek Energy Services**, whose designated representative is **Kylie Canarina**, and whose mailing address is Post Office Box 690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the “Owner's Representative”); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act

as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

3.2. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

Article 4

THE ARCHITECT/ENGINEER

4.1. The Architect/Engineer for the Project (herein referred to as the "A/E") is Reedy Creek Energy Services Mechanical Engineering Department, whose mailing address is P.O. Box 10000, Lake Buena Vista, Florida 32830.

Article 5

TIME OF COMMENCEMENT AND COMPLETION

5.1. The Contractor shall commence the Work as specified in the Notice-to-Proceed ("NTP") from the Owner and **shall complete all Work on or before July 31, 2024** (such period of time is herein referred to as the "Contract Time") and in accordance with such interim milestone dates (herein referred to as the "Milestones") as may be specified in the Contract Documents. The Contract Time and any such Milestones are of the essence of the Contract.

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

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

SUBSTANTIAL COMPLETION

Substantial Completion of the Work shall be achieved no later than **July 31, 2024 as specified in the Notice-to-Proceed**. The Notice-to-Proceed is defined as the date the Owner provides the Notice to Contractor to begin the project.

FINAL COMPLETION

Final Completion of the Work shall be achieved no later than **August 31, 2024 as specified in the Notice-to-Proceed**.

Article 6

CONTRACT SUM

6.1. Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in the General Conditions, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of **NINE MILLION, THREE HUNDRED SIXTY-ONE THOUSAND, EIGHT HUNDRED FORTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$9,361,843.00)** (herein referred to as the "Contract Sum") to cover the Contractor's profit and general overhead and all costs and expenses of any nature

whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

Article 7
APPLICATIONS FOR PAYMENT

7.1. The Contractor shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "Payment Application Date"), deliver to the Owner an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. Before submitting the first Application for Payment, Contractor shall submit (and resubmit until approval is obtained) to the Owner's Representative for approval the "Schedule of Values," generally following the Uniform Construction Index (CSI) cost analysis format but further broken down by facility, labor and material, all as required by the Owner's Representative. Each item in the "Schedule of Values" shall only include its proper share of overhead and profit. The Schedule of Values, when approved by the Owner's Representative, shall be used as a basis for the Contractor's Application for Payment.

Article 8
PROGRESS PAYMENTS AND FINAL PAYMENT OF THE CONTRACT SUM

8.1. Based on the Contractor's Application for Payment, the Schedule of Values submitted by the Contractor and approved by the Owner, and the Owner's approval of the Application for Payment pursuant to Article 9 of the General Conditions, the Owner shall make monthly payments to the Contractor on account of the Contract Sum. Such monthly payments shall be made on or before the twenty-fifth (25th) day of each calendar month or the thirtieth (30th) day after receipt by the Owner of such documentation as the Owner may require pursuant to Article 9 of the General Conditions to substantiate the amount owed, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval thereof as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Each such monthly payment shall be in an amount equal to ninety-five percent (95%) of the net amount allowed the Contractor for labor, materials and equipment incorporated or used in the Work (or suitably stored at the job site if the Owner has agreed in advance to pay for such stored materials and equipment) through the Payment Application Date, as indicated in the Owner's approval of the Application for Payment, after deducting any sums withheld by the Owner pursuant to the Contract Documents and the aggregate of all previous payments to the Contractor on account of the Contract Sum. Upon Substantial Completion of the Work, as determined by the Owner, the Owner shall pay to the Contractor a sum sufficient to increase the aggregate payments theretofore made to the Contractor on account of the Contract Sum to ninety-five percent (95%) of the Contract Sum, less such retainage as the Owner shall determine is necessary for all incomplete Work, unsettled claims or other matters for which the Owner is permitted to withhold under the General Conditions.

8.2. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within fourteen (14) days after completion of those items set forth in the Punch List, including, without limitation, approval by Owner of the final Application for Payment, and execution by the Contractor of the Close-out Change Order, in accordance with the General Conditions; provided, however, that final payment shall in no event be due unless and until the Contractor shall have complied with all provisions of the Contract Documents, including those contained in Subparagraph 9.4.2 of the General Conditions.

8.3. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within fourteen (14) days after completion of those items set forth in the Punch List, including, without limitation, approval by Owner of the final Application for Payment, and execution by the Contractor of the Close-out Change Order, in accordance with the General Conditions; provided, however, that final payment shall in no event be due unless and until the Contractor shall have complied with all provisions of the Contract Documents, including those contained in Subparagraph 9.4.2. of the General Conditions.

Article 9
CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

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

a. it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed hereunder;

b. it is experienced and skilled in the construction and work of the type described in, or required by, the Contract Documents;

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

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

9.2. The Contractor accepts the relationship of trust and confidence established by this Agreement between it and the Owner. It covenants with the Owner that it shall: furnish its best skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.

Article 10
TERMINATION

10.1. Termination of the Contract by the Owner, with or without cause, and by the Contractor are provided for in Article 15 of the General Conditions. If the Owner terminates the Contract pursuant to Paragraph 15.2. of the General Conditions, and the unpaid balance of the Contract Sum exceeds the costs and expenses incurred by or on behalf of the Owner in finishing the Work, including compensation for any additional architectural, engineering, management and administrative services, such excess shall, upon the completion of the Work, be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

Article 11
LEGAL PROCEEDINGS

11.1. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

11.2. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Contract, or arising out of any matter pertaining to this Contract or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for

the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

11.3. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

Article 12

PUBLIC RECORDS

12.1. 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 THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLCRECORDS@RCID.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 690519, ORLANDO, FLORIDA 32869.

a. THE CONTRACTOR SHALL:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. REQUEST FOR RECORDS; NONCOMPLIANCE:

1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the

Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

2. If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
3. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

c. **CIVIL ACTION:**

1. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor/consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
2. A notice complies with subparagraph (c) ii. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
3. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

Article 13
E-VERIFY COMPLIANCE

13.1 The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of Article 10 hereof and Article 15 of the General Conditions of the Contract for Construction, which forms a part of this Agreement, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

Article 14
NON-FUNDING

14.1 In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

Article 15
PUBLIC CONSTRUCTION BOND

15.1. The Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 for the Total Contract Sum Amount of **NINE MILLION, THREE HUNDRED SIXTY-ONE THOUSAND, EIGHT HUNDRED FORTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$9,361,843.00)** as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein.

Article 16
SCRUTINIZED COMPANIES

a. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

1. 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 Florida Statutes; and/or
2. Engaged in business operations in Cuba or Syria.

d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

1. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes, and/or
2. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

e. If this Agreement is terminated by the Owner as provided in paragraph d above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

f. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner’s termination.

g. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

SIGNATURES NEXT PAGE

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

OWNER
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONTRACTOR
HARPER LIMBACH LLC

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: Martin Garcia

Print Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006384

I. Project Description

The Project is briefly described as follows:

The purpose of the work is to install new low temperature hot water (“LTHW”) supply and return piping to bypass an existing LTHW return pipe that has reached the point of failure. The new piping shall be routed between the Epcot Energy Plant and a point of connection on the main LTHW supply and return lines south of MVP-2. The installation will require all indicated excavation, backfill, surface restoration, jack and bore, piping, tie-ins, line labeling, and painting/coating as depicted in the Contract Documents. The improvement will consist principally of the work outlined in Section 01110 – Summary of Work in the Specifications.

II. List of Contract Documents

A. Drawings:

Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 - SUPPLEMENTAL HEADER INSTALLATION, and dated May 4, 2023. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

B. Specifications:

For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 - SUPPLEMENTAL HEADER INSTALLATION, and dated May 4, 2023. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

C. This Exhibit A - Project Description and List of Contract Documents, 2 pages

D. Exhibit B - Project Milestone Schedule, 1 page

E. Exhibit C - Recap of Contract Sum, 1 page

F. Exhibit D - Pending Alternates, 1 page

G. Exhibit E - Unit Price Schedule, 1 page, including Attachment 1, Schedules of Hourly Wages & Contractor-Owned Equipment Rates, 2 pages

H. Special Contract Conditions, 15 pages, June 2023 Ed.

I. General Conditions of the Contract for Construction, 26 pages, including table of contents, March 2023 Ed.

J. Payment Bond, 2 pages

K. Performance Bond, 2 pages

L. Consent of Surety for Partial Payment Application (SAMPLE), 1 page

M. Dual Obligatee (SAMPLE), 1 page

N. Contractor’s Interim Affidavit (SAMPLE), including Schedule A, 2 pages

O. Contractor’s Request for Information (SAMPLE), 1 page

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006384

- P. Directive (SAMPLE), 1 page
- Q. Change Order (SAMPLE), including Exhibit A, 2 pages
- R. Close-Out Change Order (SAMPLE contains Certificate of Substantial Completion), including Attachments “A” through “G”, 10 pages
- S. Punch List (SAMPLE), 1 page
- T. Addenda, listed as follows:
- Addendum 1, dated May 25, 2023
 - Addendum 2, dated June 15, 2023
 - Addendum 3, dated June 19, 2023
 - Addendum 4, dated June 27, 2023

End of Exhibit A

EXHIBIT B
PROJECT MILESTONE SCHEDULE
Contract No.: C006384

The Contractor agrees to commence and complete the Work in strict accordance with the Project Milestone Schedule for performance of the work, as provided below:

MILESTONE DESCRIPTION	START DATE	COMPLETION DATE
Mobilization	Notice-to-Proceed*	January 8, 2024
Substantial Completion	January 8, 2024	July 31, 2024
Final Completion	July 31, 2024	August 31, 2024

**The project dates for the Owner issued Notice-to-Proceed to the Contractor is between October 26, 2023 and November 3, 2023.*

End of Exhibit B

EXHIBIT C
RECAP OF CONTRACT SUM
Contract No.: C006384

The Contract Sum is based solely on the Contractor's proposed Base Bid Lump Sum Fixed Price of \$9,361,843.00.

DESCRIPTION	LUMP SUM COST
Mobilization	\$400,000.00
Piping Material	\$1,254,797.00
Valves & Accessories	\$278,331.00
Structural Support	\$87,639.00
Piping Installation (ECEP)	\$703,815.00
Jack & Bore	\$2,140,251.00
Dewatering	\$34,384.00
Piping Installation (General)	\$3,248,628.00
Insulation	\$167,451.00
Line Stops	\$331,942.00
Fencing Relocation	\$116,905.00
MVP2-Piping Modifications	\$64,147.00
Concrete	\$266,548.00
Paving	\$256,690.00
Area Restoration	\$10,315.00
Lump Sum Fixed Price (Base Bid)	\$9,361,843.00

End of Exhibit C

EXHIBIT D
PENDING ALTERNATES
Contract No.: C006384

The Contractor proposed a Lump Sum Fixed Price of **TWO HUNDRED NINETY-FIVE THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$295,000.00)** for Add Alternate No. 1 described below.

ADD ALTERNATE No. 1

1. All work is identified as “Add Alternate No. 1” throughout the Contract Documents.
2. Provide an add to utilize the existing line stop fittings south and west of MVP-2, as well as to provide a new line stop fitting on the LTHWR pipe heading west out of MVP-2. This option shall be utilized if the existing valves in MVP-2 are unable to isolate the system in order for the piping near MVP-2 to be modified.
3. Demolish the existing sidewalk in the bus loop area and perform an excavation to expose the existing line stop fittings. Extend the MOT as needed.
4. Coordinate the installation of line stops with TEAM, Inc.
5. Backfill and restore the hardscape once all work within MVP-2 has been completed and the line stops have been removed.

End of Exhibit D

EXHIBIT E
SCHEDULE OF UNIT PRICES
Contract No.: C006384

In accordance with Article 12 of the General Conditions of the Contract for Construction, the following Unit Price Schedule may be used for additions and/or deletions to the Contract Work as the Construction Manager may direct.

1. Unit Price items shall be inclusive of all items of expense, including but not limited to applicable materials (delivered to the Job Site and unloaded), labor (including receiving, handling, scaffolding, distributing, storing, hoisting, installation, clean-up and protection), equipment, professional consulting services, drafting services, trucking, permits, appliances, supervision, engineering, taxes, insurance, overhead, profit and bonds.
2. Except where specific exceptions are indicated, it is understood that all equipment and material to be furnished is to be identical with that which is called for in the Specifications.
3. The Unit Price indicated for each item hereinafter described shall remain in effect for the duration of the Contract and shall apply to both additions and deletions. Any changes in the Work shall be computed on a net quantity basis multiplied by the Unit Price.
4. For all Directive changes (Unit Price, Lump Sum or Time & Material), rentals for equipment not listed under Attachment "A" hereto shall be based on a prorata portion as to the portion of the month used of the current monthly Blue Book rates; or by actual invoice from the Rental Agency, whichever is less.
5. The Owner reserves the right to choose Unit Price; Lump Sum; or Time & Material pricing in accordance with Article 12 of the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

Item	Description	Unit Price	Unit of Measure
1	Demucking (does not include dewatering)	\$150.00	cubic yard

End of Exhibit E

ATTACHMENT 1 OF EXHIBIT E
SCHEDULES OF HOURLY WAGE RATES AND CONTRACTOR-OWNED EQUIPMENT RATES
Contract No.: C006384

The following is an integral attachment to the aforementioned Exhibit E, Schedule of Unit Prices, and together with the Unit Prices, may be utilized as the basis for adjustments to the Contract Sum for additions to and deletions from the Contract Work, as the Owner's Representative may direct, in accordance with Article 12 of the General Conditions of the Contract for Construction. The rates contained in this schedule shall be subject to all restrictions and provisions set forth in Exhibit B Schedule of Unit Prices. All Hourly Wage Rates are inclusive of Contractor's overhead, profit and cost of all employee burdens, benefits, insurance and Worker's Compensation coverage. Upon request by the Owner's Representative, the Contractor shall provide, as supporting data, evidence of the direct cost of labor, Contractor's overhead, profit and each category of employee burden, benefit and related cost. Overtime rates are applicable to a five-day workweek for hours worked in excess of 40 hours per week, excluding weekends and holidays.

A. Hourly Wage Rates:

Wage rates shall remain in effect through Contract Completion

Labor Category	Total Straight Time Hourly Wage Rate	Total Overtime Hourly Wage Rate	Holiday Hourly Wage Rate
General Superintendent	\$114.13	\$163.21	\$212.29
Senior Foreman	\$102.15	\$146.07	\$190.00
Trade Foreman	\$86.67	\$123.93	\$161.20
Journeyman	\$68.54	\$98.01	\$120.50
Apprentice	\$54.64	\$78.14	\$101.64

B. Contractor-owned Equipment Rates:

The table below lists each type of Contractor-owned equipment to be utilized in the performance of the Work and the hourly, daily, weekly and monthly rate corresponding to each. Each and every listed rate is an all-inclusive rate, which includes but is not necessarily limited to, the cost of purchasing, leasing, maintaining, licensing, transporting and fueling the equipment, the Contractor's overhead and any profit to be derived by the Contractor from the use of the equipment pursuant to the Agreement, and is not subject to additional markup by the Contractor. Each and every equipment rate shall remain in effect for the duration of the Contract and shall apply for the purpose of calculating changes to the amount of the Contract Sum attributable to both additions to and deletions from the Work (collectively, changes to the Work). Any costs for such equipment that are attributable to changes to the Work shall be computed on a net hourly, daily, weekly or monthly basis, as applicable, multiplied by the corresponding rate. The rates applied in such computations shall be strictly applied in the following manner: the hourly rate shall be applied when the equipment is utilized for less than one (1) eight-hour day; the daily rate shall be applied when the equipment is utilized for more than one (1) but less than five (5) consecutive days; the weekly rate shall be applied when the equipment is utilized for more than five (5) consecutive days but less than four (4) consecutive weeks; and, the monthly rate shall be applied when the equipment is utilized for four (4) or more consecutive weeks, including any net portions thereof, which shall be applied on a prorated basis. The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment. The equipment rates included in the list below do not apply to rented equipment, the costs for which are subject to the corresponding provisions set forth in Article 12 of the General Conditions of the Contract for Construction.

The Bidder shall list each type of Contractor-owned equipment applicable to the performance of the Contract Work and provide the corresponding daily, weekly and monthly rate for each in the table below.

EQUIPMENT TYPE	HOURLY RATE	DAILY RATE	WEEKLY RATE	MONTHLY RATE
Welding Machine	\$42.85	\$300.00	\$1,200.00	\$3,600.00

End of Attachment 1 Exhibit E

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006384

June 2023 Edition

Table of Contents:

- (i) Definitions
- I. General Safety Requirements, Contractor Parking and Access, Break Areas
- II. Construction Site Minimum Personal Protective Equipment (“PPE”) and Clothing Requirements
- III. Reserved
- IV. Asbestos/Cadmium or Lead/CFCs
- V. Confined Spaces
- VI. Hazardous and Chemical Waste Disposal
- VII. Electrical Safety Policy
- VIII. Lock out / Tag out
- IX. Fall Protection
- X. Aerial Work Platforms (“AWP”)
- XI. Ladders
- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved
- (i) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property.

All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

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Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan (“PSSP”), a hazard analysis, pre-task planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, “vaping”, and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (“AWPs”) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle (“PTV”) if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane.

Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner’s expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trash cans must be provided for the disposable cups and/or bottles.

Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (ACM) and/or Presumed Asbestos-Containing Materials (PACM), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

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C. CHLOROFLUOROCARBONS (CFCs)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (CFCs) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor's work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space ("PRCS"), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space ("PRCS") entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor's Project Specific Safety Plan ("PSSP"). In support of the Contractor's preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner's experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor's personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner's job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

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Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

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The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment (“PPE”) and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6’) of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing (FRC).

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

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

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

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A **flash protection boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

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

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

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance

on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

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- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall

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then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards (“SRLs”) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn’t feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer’s instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor’s qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System (“PFAS”), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25’).

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5’) or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6’) or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (PFDs) are not required.

X. AERIAL WORK PLATFORMS (“AWP”)

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner’s request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP’s that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as “out of service” the vehicle shall not to be operated until it has been repaired.

The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer’s capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

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AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.
- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

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Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform “side-load” work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider’s service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade. Barricades must be placed at least six feet (6’) from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services (RCES) between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

Obtain a completed locate ticket through Sunshine State One Call of Florida (“SSOCOF”) by calling 811.

Call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

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The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

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XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (NCCCO).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water's edge, Ground Bearing Pressures (GBP) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

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XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (PPE) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.

Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)

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- c) Information regarding personnel involved, including the Designated Person in Charge (“DPIC”), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection. Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- f) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- g) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED.

END OF SPECIAL CONTRACT CONDITIONS

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1
DEFINITIONS

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

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

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

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

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

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

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

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

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

1.5. SUBCONTRACTOR; SUB-SUBCONTRACTOR.

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

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

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

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

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

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

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

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

1.12. THE ARCHITECT/ENGINEER. The person or entity having a direct contract with the Owner to design the Project or a portion thereof and to produce the Project Plans and Specifications or portion thereof, as identified in Article 4 of the Agreement or the most current Modification thereto, together with its subconsultants.

**Article 2
THE CONTRACT DOCUMENTS**

2.1. EXECUTION, INTENT AND INTERPRETATIONS.

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

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

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

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

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

2.1.6. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of the Owner that such conditions actually exist. The Contractor shall inspect the Job Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.

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

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

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

Article 3 OWNER

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

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

Article 4 THE OWNER'S REPRESENTATIVE

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

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

Article 5 CONTRACTOR

5.1. REVIEW OF CONTRACT DOCUMENTS. In addition to the representations and warranties contained in Article 9 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further acknowledges that it has satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or

explanation and has assured itself of the adequacy and accuracy of each of the Contract Documents, as well as the compatibility of any combination thereof, as they relate to one another and to the scope of Work and the Schedule. The Contractor hereby warrants and represents to the Owner that the Contract Documents are suitable and adapted for the Work and guarantees their sufficiency for their intended purpose. The Owner shall not be responsible or liable to the Contractor for, and the Contractor hereby waives, any claims for changes, delays, accelerations, inefficiencies, impacts, and any other costs, damages, losses, or expenses of any nature whatsoever, resulting from any error, inadequacy, inaccuracy, inconsistency, insufficiency, unsuitability, discrepancy, ambiguity, omission, or insufficiency of detail or explanation in the Contract Documents. The Contractor shall perform no portion of the Work at any time without approved Contract Documents or, where required, shop drawings, product data, or samples, for such portions bearing the A/E's appropriate action stamp. Work performed in violation of this provision shall be at the Contractor's risk. Nothing in this Paragraph 5.1 shall in any way limit the effects of Article 9 of the Agreement.

5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

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

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

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

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

5.2.5. The Contractor shall establish, implement and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Schedule and any Milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Contract Documents for the benefit of the Owner at the time of submission.

5.3. MATERIALS AND EQUIPMENT.

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

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

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

5.4. **WARRANTY.** The Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. This warranty is not limited by the provisions of Paragraph 14.2. of these General Conditions or Article 9 of the Agreement. All warranties and guarantees from Subcontractors or Sub-subcontractors (including, without limitation, manufacturers) shall be assignable to the Owner regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Owner and deliver them pursuant to Subparagraph 9.4.2. The Contractor's obligations under this Paragraph shall survive the expiration or sooner termination of the Contract.

5.5. **TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS.**

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

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

5.5.3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Sum. The Contractor shall not unlawfully use or install any patented or copyrighted article, and any such unlawful use or installation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions for infringement of, or otherwise related to, any patent rights or copyrights, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the Owner may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses occasioned thereby shall be borne by the Contractor.

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

5.7. **TESTS.**

5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise the

Owner in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified.

5.7.2. The Owner may require any special inspection, testing or approval of the Work not included under Subparagraph 5.7.1., or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise the Owner in a timely manner (in writing, if practicable) as in Subparagraph 5.7.1. If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Contract Documents; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of the Owner, which, if incurred by the Owner, may be offset by the Owner against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, the Owner shall bear the costs of such inspection or testing.

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

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

Article 6 SUBCONTRACTORS

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

6.2. AWARD OF SUBCONTRACTS.

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

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

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

6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work.

as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract Sum shall be governed by Article 12.

6.3. SUBCONTRACTUAL RELATIONS.

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

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

6.4. PAYMENTS TO SUBCONTRACTORS.

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

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

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

Article 7 SEPARATE CONTRACTS

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

7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

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

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

7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. Any such damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such damage, delay or interference, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

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

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

Article 8 TIME

8.1. DEFINITIONS.

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

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

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

8.2. PROGRESS AND COMPLETION; SCHEDULING.

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

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

8.2.3. Float or slack time associated with any one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as set forth in an approved Schedule for the Work (assuming the critical path method is used), including any revisions or updates thereto. Float or slack time is not for the exclusive use or benefit of either the Owner or the Contractor. However, if float time associated with any chain of activities is expended but not exceeded by any actions attributable to the Owner, the Contractor shall not be entitled to an extension in the Contract Time.

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

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

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

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

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

8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor

(except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts).

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

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

8.4. TEMPORARY SUSPENSION OF WORK. The Owner shall have the authority to suspend the Work, in whole or in part, for such periods and such reasons as it may deem necessary or desirable, in its sole discretion including, without limitation: (a) unsuitable weather; (b) other conditions considered unfavorable for the suitable prosecution of the Work; (c) special events; and/or (d) other conditions considered adverse to the best interests of the Owner. Any such suspension shall be in writing to the Contractor. The Contractor shall immediately obey such orders of the Owner and shall not resume the Work until so ordered in writing by the Owner. No such temporary suspension of the Work, for periods of time up to thirty (30) consecutive days, shall be the basis of a claim by the Contractor for any increase in the Contract Sum or for any other damages, losses, costs or expenses whatsoever, all of which claims the Contractor hereby expressly waives. The Contractor shall be entitled to an extension of the Contract Time not to exceed the length of time that the Work was suspended provided the claim is submitted in accordance with Paragraph 13.1. and the suspension is not due to an act or omission of the Contractor, any Subcontractor or Sub-subcontractor.

Article 9 PAYMENTS AND COMPLETION

9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.

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

9.1.2. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the Owner in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor

thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.

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

9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

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

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

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

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

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

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

9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall

cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.

9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

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

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

properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.

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

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

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

9.5. BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.

9.5.1. The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project or equipment at any time prior to completion of the Work upon two (2) days written notice to the Contractor (referred to herein as "Beneficial Occupancy"). The Owner shall use its best efforts to prevent such occupancy from interfering with the performance of the remaining Work; provided, however, that the Owner shall not be liable for any delays or additional costs of any nature caused by such occupancy.

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

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

Article 10 PROTECTION OF PERSONS AND PROPERTY

10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.

10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the

Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

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

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

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

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

10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

10.1.7 The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

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

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

10.2.2. Until final acceptance of the Work by the Owner pursuant to Paragraph 9.4. (unless and to the extent otherwise set forth in a Certificate of Substantial Completion), the Contractor shall have full and complete charge and care of and, except as otherwise provided in this Subparagraph 10.2.2., shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever. The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration: (a) is directly due to errors in the Contract Documents which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence; (b) is caused by the Owner (unless (i) the Contractor has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (ii) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (iii) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder); or (c) is caused by a hazard against which the Owner is required to insure under the provisions of Article 11 hereof; provided, however, that if the loss, injury or damage would not have occurred but for the negligent act or omission of the Contractor, any of its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the rebuilding, repair or restoration shall be at the Contractor's cost and expense to the extent of the deductible on said insurance.

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

10.4. EMERGENCIES. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss or to remedy said violation, whichever is applicable, failing which the Owner may immediately take whatever action it deems necessary, including, but not limited to, suspending the Work as provided in Paragraph 8.4. Any failure by the Contractor to so act or so remedy a violation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure to act or remedy a violation, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in Article 13.

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

10.6. OWNER'S STANDARDS. The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the

Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

Article 11 INSURANCE

- 11.1. **COMMERCIAL INSURANCE/INDEMNIFICATION.** The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of **\$1,000,000** per occurrence;
 - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of **\$1,000,000** per occurrence;
 - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of **\$1,000,000** per occurrence;
 - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least **\$1,000,000** per occurrence;
 - v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
 - vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
 - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
 - viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.

Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

- A. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.

- B. **CANCELLATION.** All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- C. **ADDITIONAL INSUREDS.** Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- D. **WAIVERS.** The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- E. **CLAIMS.** The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- F. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

Article 12 CHANGES IN THE WORK

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

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

12.2.1. If the Owner elects to have any Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The portion of the proposal relating to labor, whether by the Contractor's forces or those of its Subcontractors or Sub-subcontractors, may only include

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

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

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

12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small

tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.

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

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

12.4. DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.

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

Article 13 **CLAIMS**

13.1. CLAIMS FOR EXTENSIONS OF CONTRACT TIME. No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.

13.2. CLAIMS FOR INCREASES IN CONTRACT SUM.

13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give

the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.

13.3. NO OTHER CLAIMS. The parties acknowledge that the provisions of Paragraphs 13.1. and 13.2. are included herein for the purpose of fixing and limiting the time within which, and the manner in which claims must be made; and that Paragraphs 13.1. and 13.2. do not grant to the Contractor any right to increases in the Contract Sum, or extensions in the Contract Time or any Milestones, not otherwise permitted or provided by the other terms and provisions of the Contract Documents.

Article 14

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

14.1. UNCOVERING OF WORK.

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

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

14.2. CORRECTION OF WORK.

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

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

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

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

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

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

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

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

Article 15

TERMINATION OF CONTRACT

15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Contract and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges

that it can be adequately compensated by such money damages for any breach of this Contract which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Contract or suspend or abandon its performance of the Work.

15.2. TERMINATION BY OWNER FOR CAUSE.

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

15.2.2. If this Contract is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Article 10 of the Agreement. If a portion of this Contract is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Contract so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.

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

15.3. TERMINATION BY OWNER WITHOUT CAUSE. Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Contract without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Contract as a whole, the Owner may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work pursuant to Article 12.

Article 16
MISCELLANEOUS PROVISIONS

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

16.2. ASSIGNABILITY; SUCCESSORS AND ASSIGNS.

16.2.1. This Contract may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Contract in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Contract be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.

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

16.3. NOTICE. All notices (whether or not designated as such herein) which are required under this Contract to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).

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

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

16.6. UNION AGREEMENTS. Regardless of the expiration of any collective bargaining agreement during the term of this Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the Central Florida Tourism Oversight District f/k/a Reedy Creek Improvement District or any of the properties or facilities located therein, irrespective of whether such properties are owned by the Owner or by a third party. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.

16.7. USE OF OWNER'S NAME/CONFIDENTIALITY. Neither the Contractor nor its Subcontractors or Sub-subcontractors, by virtue of this Contract, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.

16.8. GENERAL.

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

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

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

16.8.4. Wherever this Contract obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and its supervisors, administrators, officers, directors, agents, employees, agents, successors and assigns and Owner's

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

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

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

16.10. ADJACENT LAND AND LANDOWNERS. To the extent the Work requires the Contractor to enter upon land owned by others than the Owner, or the Contractor is permitted to enter upon such land, then the Contractor shall, prior to entry, satisfy itself as to all conditions present upon such land and shall take all necessary precautions to protect all persons and property from injury or damage as a result of the Contractor's entry upon such land and shall promptly repair any damage to the land and any property located thereon. The Contractor shall defend, indemnify and hold harmless the owner(s) of such land from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by or arising out of the Contractor's entry upon such land. Nothing contained herein shall create any contractual relationship between the Contractor and the owner(s) of such land; however, it is acknowledged that the owner(s) of such land are intended third party beneficiaries of the obligations of the Contractor hereunder.

Article 17

EQUAL OPPORTUNITY

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

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

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

17.2. MINORITY BUSINESS ENTERPRISE PARTICIPATION. The Contractor shall provide, and shall require its Subcontractors to provide, full and fair utilization of minority business enterprises in the performance of the Work.

17.3. PROCEDURES AND GUIDELINES. The provisions of this Article are in addition to any and all other policies, procedures or guidelines established by the Owner with respect to equal employment opportunities and minority business participation which are set forth elsewhere in the Contract Documents. The Owner may, at any time during the term of the Contract, issue Directives in furtherance of this Article and the obligations of the Contractor and its Subcontractors and Sub-subcontractors hereunder, and the Contractor and its Subcontractors and Sub-subcontractors shall comply with all of the foregoing as they relate to any Work performed under this Contract. No policies, procedures or guidelines established by the Owner pursuant hereto shall give rise to a claim by the Contractor for an increase in the Contract Sum or an extension of the Contract Time, nor shall they relieve the Contractor of its primary responsibilities to provide equal employment opportunities and to insure that

its Subcontractors and Sub-subcontractors do the same. Any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to provide equal employment opportunities as required by these Contract Documents or by law shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

END OF GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869 (hereinafter "Owner")

CONTRACTOR:

HARPER LIMBACH LLC
1251 Waterfront Place
Pittsburgh, PA, 15222 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

(hereinafter "Surety")

CONTRACT:

Date: October 25, 2023
Contract No. C006384
Project: LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER
INSTALLATION

Legal Description or Street Address of Project: (Refer to the Drawings in Attachment "A" for Legal Descriptions of property, attached hereto and made a part hereof).

Contract Sum: NINE MILLION, THREE HUNDRED SIXTY-ONE THOUSAND, EIGHT HUNDRED FORTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$9,361,843.00) (hereinafter "Contract")

BOND:

Date: October 25, 2023
Amount: NINE MILLION, THREE HUNDRED SIXTY-ONE THOUSAND, EIGHT HUNDRED FORTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$9,361,843.00) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligatee, to pay for labor, material, services, utilities, equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor promptly makes full payment to all Claimants, as hereinafter defined, for all labor, material, services, utilities and equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the

Payment Bond

CFTOD Fixed Price Lump Sum Agreement, June 2023 Edition

Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.

4. The Surety and the Contractor further agree that this bond shall inure to the benefit of, and may be sued directly upon by, any Claimant furnishing labor, materials, services, utilities or equipment or any other item for which a construction lien could be claimed if Ch. 713, Florida Statutes applied to this Project.
5. "Claimant" shall mean for purposes hereof all persons, firms, partnerships, corporations or other entities that would be entitled to claim a construction lien if Ch. 713, Florida Statutes applied to this Project.
6. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
7. The sum of this Payment Bond is in addition to the sum of the Performance Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

CONTRACTOR:
HARPER LIMBACH LLC

SURETY:

[SEAL]

[SEAL]

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Payment Bond

CFTOD Fixed Price Lump Sum Agreement, June 2023 Edition

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND**

OWNER:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869 (hereinafter "Owner")

CONTRACTOR:

HARPER LIMBACH LLC
1251 Waterfront Place
Pittsburgh, PA, 15222 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

(hereinafter "Surety")

CONTRACT:

Date: October 25, 2023

Contract No. C006384

Project: LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER
INSTALLATION

Legal Description or Street Address of Project: (Refer to the Drawings Attachment "A" for Legal Descriptions of property, attached hereto and made a part hereof).

Contract Sum: NINE MILLION, THREE HUNDRED SIXTY-ONE THOUSAND, EIGHT HUNDRED FORTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$9,361,843.00) (hereinafter "Contract")

BOND:

Date: October 25, 2023

Amount: NINE MILLION, THREE HUNDRED SIXTY-ONE THOUSAND, EIGHT HUNDRED FORTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$9,361,843.00) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, for the performance of the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor fully performs the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety further agrees that whenever the Contractor shall be, and is declared by Owner to be, in default under or in breach of the Contract (which shall include without limitation any breach by the Contractor of any of the provisions of the Contract) the Surety shall promptly remedy the default or breach and undertake to perform and complete the Contract in accordance with its terms and conditions. The Surety's obligations include, but are not limited to, (i) the responsibilities of the Contractor for correction of defective work, completion of the Contract and fulfillment of warranty obligations, (ii) additional legal, design professional and delay costs resulting from

Performance Bond

CFTOD Fixed Price Lump Sum Agreement, June 2023 Edition

the Contractor's default or breach or from the Surety's failure to act as required under this paragraph, and (iii) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or the Surety. The Surety shall fully indemnify and hold harmless the Owner from all costs, damages, and expenses (including attorneys' fees), which the Owner may incur as a result of the Surety's failure to act as required under this paragraph.

4. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.
5. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
6. The sum of this Performance Bond is in addition to the sum of the Payment Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

CONTRACTOR:
HARPER LIMBACH LLC

SURETY:

[SEAL]

[SEAL]

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Performance Bond

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
CONSENT OF SURETY FOR PARTIAL PAYMENT APPLICATION**

(Date) _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

P.O. Box 690519

Orlando, Florida 32869

Re: Consent of Surety

Bond # _____

Contract # C006384

Payment Req. No.: _____

Dear Sir or Madam:

_____ (Surety) hereby consents to the payment of the amount of moneys due to _____ (Prime Contractor), by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT for which the necessary duly executed affidavits/releases of liens have not been provided.

This Consent of Surety is executed in lieu of the appropriated Affidavit and Release of Lien from _____ (Subcontractor/s - Supplier/s list if necessary) which the District's Prime Contractor has not submitted with its Partial Payment Application. The Surety executes this Consent for the amount of _____, encompassing Work and/or labor performed, the provision of materials, equipment, and supplies through the _____ day of _____, 20____, except for any applicable retainage.

_____ (Surety) further acknowledges that payment by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT shall not be construed as a waiver of any of the District's rights or those of any other named Obligor under the Payment and Performance Bonds; nor a determination by the District or those of any other named Obligor as to the merits of any controversy or dispute between the Prime Contractor and a Subcontractor/Supplier.

Sincerely,

Name

Title

Signature of Attorney-in-Fact

Note: Documentation must be provided that reflects the Attorney-in-Fact's authority to sign for the Surety.

DUAL OBLIGEE RIDER

To be attached to and form a part of contract payment bond number _____ issued by

Surety
On behalf of _____

In the amount of _____ Dollars _____ and

dated _____ in favor of CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration receipt of which is hereby acknowledged, the Undersigned hereby agree as follows:

1. Walt Disney Parks and Resorts U.S. Inc.
is hereby added to said bond as additional Obligee.
2. The Surety shall not be liable under this bond to the Obligee, or either of them unless the said Obligee, or either of them, shall make payments to the Principal strictly in accordance with the terms of the said contract as to payments, and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
3. No suit, action or proceeding by reason of any default whatever shall be brought on this bond after two (2) years from the day on which the final payment under said construction contract falls due.
4. Aggregate liability of Surety hereunder to Obligee is limited to the penal sum above stated Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against principal or against and other party liable to the payee on the discharged obligation.

Signed, sealed and Dated this _____ day of _____, 20_____.

Contractor: **Harper Limbach LLC**

By _____

Surety

By _____

CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: HARPER LIMBACH LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No.: C006384, dated October 25, 2023, for LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER INSTALLATION.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to, or claimed by, all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of liens and waivers of claims through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Contractor: Harper Limbach LLC

By: _____

Print Name/Title

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Page 2 of 2

Date:

From: HARPER LIMBACH LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006384, dated October 25, 2023, between CENTRAL FLORIDA TOURISM DISTRICT and HARPER LIMBACH LLC

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

<u>Name</u>	<u>Amount Due and Owing</u>	<u>Notes</u>
-------------	---------------------------------	--------------

Please initial:

Owner

Contractor

CONTRACTOR'S REQUEST FOR INFORMATION

RFI NO: _____

DATE: _____

DATE INFORMATION REQUIRED: _____

SUBMITTED BY: _____

SCHEDULE EFFECT IF THE RESPONSE IS NOT RECEIVED BY THE ABOVE REFERENCED

DATE: _____

CATEGORY _____ Information not shown on the Contract Documents
_____ Interpretation of Contract Requirements
_____ Conflict in Contract Requirements
_____ Coordination Problems

Contract Drawing Ref. _____
Shop Drawing Ref _____
Specification Ref. _____
Other: _____

SUBJECT: _____

DESCRIPTION: _____

By: _____

ENGINEER/ARCHITECT ASSIGNMENT

To: _____

Date: _____

From: _____

ENGINEER/ARCHITECT RESPONSE

REPLY: _____

By: _____

Date: _____

RESPONSE TO CONTRACTOR

To: _____

Date: _____

Copy To: _____

From: _____

DIRECTIVE NO.

CONTRACT NO: C006384

DATE: _____

PROJECT: **LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER
INSTALLATION**

SUB-PROJECT: _____

CONTRACTOR: HARPER LIMBACH LLC

ATTACHMENTS:

DESCRIPTION: _____

Pursuant to the General Conditions of the Contract for Construction, you are hereby directed to proceed to perform the Work described above as indicated below. All work is to be accomplished in accordance with the Contract Documents. Any time extension associated with this Directive should be identified and a separate price stated to incorporate this change within the Contract completion date. Accurate records of any additional work, which may result in a change to the Contract Sum or Contract Time must be maintained. The implementation of all work now in process must be coordinated with the proposed revised conditions associated with this Directive.

The following is applicable to this Directive as marked:

- _____ A. The work described above and in the accompanying attachments will not change the Contract Sum or Contract Time.
- _____ B. The Contract Sum shall be increased/decreased by the sum of \$ _____ as a result of this Directive and the Contract Time shall be increased/decreased by _____ calendar days and shall be reflected in a Change Order to be signed by the parties.
- _____ C. The amount of change, if any, to the Contract Sum or Contract Time is undetermined as of the date of the Directive. Any such change amount shall be determined in accordance with the provisions of Article 12 of the General Conditions of the Contract for Construction.
- _____ D. Proceed immediately with the changes on a time-and-materials basis. Time tickets shall be submitted daily to the Owner's Representative for verification. A formal Change Order will be issued for the actual costs based upon the signed time tickets and material invoices plus the Contractor's allowable mark-up as specified in the Contract Documents.
- _____ E. The parties are unable to agree at this time as to whether the work described above constitutes a change in the scope of the work of the Contractor. Such dispute shall be resolved in accordance with the applicable provisions in the Contract Documents.

Approved:

Recommended for Approval:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Date
Engineer/Architect – (insert company name) Date

Accepted:

Contractor: HARPER LIMBACH LLC Date

Copy: Contract File
Engineer/Architect's Project Manager: _____
Owner's Project Manager: Craig Sandt

PROJECT: LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER INSTALLATION

CONTRACTOR: Harper Limbach LLC
1251 Waterfront Place,
Pittsburgh, PA, 15222

CONTRACT NO. C006384

CHANGE ORDER NO.
DATE: «Change Order Date»

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
CHANGE ORDER

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

1.	Original Contract Sum	\$9,361,843.00
2.	Total net change by previous Change Orders	«Prior Revisions Fee Amount»
3.	Contract Sum prior to this Change Order	«Prior Contract Sum Amount»
4.	Contract Sum will be adjusted with this Change Order	«Fee Amount»
5.	Adjusted Contract Sum including this Change Order	«Total Contract Fee Amount»
6.	Original Contract Time	«Original Completion Date»
7.	Contract Time prior to this Change Order	«Prior Completion Date»
8.	Adjustment in Contract Time by this Change Order	«Extended Days» days
9.	Adjusted Contract Time including this Change Order	«Current Completion Date»

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

The total amount of this Change Order is fair, reasonable and mutually agreeable, and includes all applicable taxes, insurance, bond or corporate guarantee, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, cardinal change, delays, acceleration, inefficiency and cumulative impact, or any claims, lawsuits, actions or causes of action therefor, and the Contractor hereby waives, releases and forever discharges any and all claims, lawsuits, actions or causes of action for such items associated with or related to the Work covered by this Change Order. Without limitation on the foregoing, the parties hereto specifically acknowledge that it is their intent to hereby waive, release and forever discharge any and all cardinal change or cumulative impact claims, whether known or unknown, whether in law or in equity, whether contingent or non-contingent, and whether past, present or future, arising out of or in connection with this Change Order and all previous Change Orders.

This Change Order represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for this change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract including, without limitation, those concerning payment.

OWNER	CONTRACTOR
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	HARPER LIMBACH LLC

Authorized
Signature: _____

Print Name: Glenton Gilzean, Jr.

Title: District Administrator

Date: _____

Authorized
Signature: _____

Print Name: _____

Title: _____

Date: _____

CONTRACT NUMBER: C006384
CHANGE ORDER NO. « Change Order_Number»
DATE: «Change Order Date»
Page 1

EXHIBIT A

<u>Item</u>	<u>Description</u>	<u>Value</u>
-------------	--------------------	--------------

Sample

Please initial:

Owner

Contractor

PROJECT: LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER INSTALLATION

CONTRACT NUMBER: C006384

CHANGE ORDER NUMBER: (C.O. No.)

CLOSE-OUT CHANGE ORDER

THIS CLOSE-OUT CHANGE ORDER, is made effective as of (Insert Change Order Date), by and between the Owner and the Contractor.

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

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

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

Original Contract Sum	\$9,361,843.00
Total net change by previous Change Orders	\$(Insert Amount)
Contract Sum prior to this Change Order	\$(Insert Amount)
Contract Sum will be increased/decreased with this Change Order	\$(Insert Amount)
Final Contract Sum including this Change Order	\$(Insert Amount)

2. The Contractor certifies that all Work covered by the Contract and Change Order No. _ through _ has been completed in accordance with the terms of the Contract, including all punch list items.
3. The attached Contract Close-out Documents, all of which are incorporated herein by reference, relate to all Work performed under the Contract and all Change Orders thereto (which are inclusive of all the Work in Contract No. C006384 and, along with the other terms of this Close-out Change Order, constitute material consideration and representations to the Owner to induce the Owner into execution of this Close-out Change Order.

CONTRACT CLOSE-OUT DOCUMENTS

Attachment "A"	General Release
Attachment "B"	Contractor's Affidavit
Attachment "C"	Contractor's Release and Waiver - Insurance
Attachment "D"	Waiver of Claim/Waiver of Lien/Litigation List
Attachment "E"	Contractor's Guarantee to Owner
Attachment "F"	Consent of Surety
Attachment "G"	Certificate of Substantial Completion

4. RETAINAGE: Within (15) working days after approval by Owner of the Contract Close-out Documents submitted by Contractor hereunder and satisfaction by Owner that Contractor shall have complied with all provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor.
5. The Contractor represents to the Owner that:
 - a. There are no outstanding claims, which the Contractor has against the Owner or Separate Contractors, their Subcontractors or Sub-subcontractors, on the Project, and to the best of

Please initial:

Contractor

Owner

CONTRACTOR: Harper Limbach LLC
CONTRACT NUMBER: C006384
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)
Page 2

its knowledge, there are no outstanding claims against Contractor, its Subcontractors or Sub-subcontractors, by Separate Contractors or their Subcontractors or Sub-subcontractors on the Project.

- b. Without limitation upon the indemnity provisions contained in the Contract and in addition thereto, the Contractor shall indemnify, defend and hold harmless the Owner, the Owner's Representative, the parent, related, affiliated and subsidiary companies of each, and the officers, directors, agents, employees, successors and assigns of each from and against any and all claims, causes of action, liens, rights to claim a lien, suits, expenses, losses and damages (including, without limitation, any and all expenses, losses and damages, for or arising out of direct costs, indirect costs, expenses, overhead, profit, labor, labor impacts, materials, supplies, equipment, changes, cardinal changes, cumulative impacts, disruptions, hindrances, interferences, delays, acceleration, inefficiencies, lost productivity, taxes, insurance, bonds, deliveries, supervision, or any other costs, expenses, losses or damages of any nature whatsoever), judgments, and rights whatsoever, in law or in equity, known or unknown or which may hereafter accrue (hereinafter referred to collectively as "Claims") directly or indirectly (i) made or asserted by any Subcontractors or Sub-subcontractors arising out of, related to or in connection with the Contract or the Project, or (ii) arising out of or relating to any and all Claims asserted or made by any of such Subcontractors or Sub-subcontractors including, without limitation, any Claims made or asserted against any of the "Releasees" ("Releasees" being as defined in the General Release attached hereto as Attachment A), provided such Claim arises out of or relates to the Contract or the Project.
- c. If requested by the Owner, the Contractor shall cooperate with the Owner in gathering and providing information to the Owner regarding any claims by or against Separate Contractors.
6. The Contractor hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses under the Contract incurred up to and including the date hereof, for which the Owner might be sued or for which a lien might be filed, have been fully satisfied, paid in full and released, except for those names listed on the attached Contractor's Affidavit and that those listed on the Contractor's Affidavit shall be fully satisfied, paid in full and released prior to final payment as provided herein.
7. All other obligations of the Contractor under the Contract Documents remain unchanged and shall survive the disbursement of final payment and the closing hereon.

OWNER:

CONTRACTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT HARPER LIMBACH LLC

Authorized
Signature: _____
Print Name: Glenton Gilzean, Jr.
Title: District Administrator
Date: _____

Authorized
Signature: _____
Print Name: _____
Title: _____
Date: _____

CONTRACTOR: Harper Limbach LLC
CONTRACT NUMBER: C006384
CHANGE ORDER NO. (Insert C.O. Number
DATE: (Insert Date)

GENERAL RELEASE

Attachment "A"

CONTRACT NO. C006384

FOR AND IN CONSIDERATION OF THE SUM OF \$ _____ (Insert Amount of Final Payment, including all retainage withheld), as FINAL PAYMENT, the receipt and adequacy of which is hereby acknowledged, HARPER LIMBACH LLC, the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated October 25, 2023, Contract No. C006384, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and HARPER LIMBACH LLC and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

The undersigned covenants that except for actions and suits based upon breaches of the terms of this Release, it shall not commence or prosecute any action or suit in law or in equity, against the Releasees, either collectively or individually, on account of any action or cause of action which now exists or which may hereafter accrue in its favor.

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

Attested this _____ of _____, 2__.

Harper Limbach LLC
(Contractor)

Signature

Print Name/Title

CONTRACTOR: Harper Limbach LLC
CONTRACT NUMBER: C006384
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S AFFIDAVIT

Attachment "B"
Page 1

From: HARPER LIMBACH LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. C006384, dated October 25, 2023, for the LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER INSTALLATION project.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Harper Limbach LLC
(Contractor)

By: _____

Print Name/Title

CONTRACTOR: Harper Limbach LLC
CONTRACT NUMBER: C006384
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment "B"
Page 2

Date: (Insert Date)

From: Harper Limbach LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006384, dated October 25, 2023, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and HARPER LIMBACH LLC

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

NAME

AMOUNT DUE AND OWING

OTHER

Please initial: _____
Contractor

CONTRACTOR: Harper Limbach LLC
CONTRACT NUMBER: C006384
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S RELEASE AND WAIVER - INSURANCE

Attachment "C"

Project: LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER
INSTALLATION

Contract No.: C006384

Contractor: Harper Limbach LLC

Date of Contract: October 25, 2023

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

Company:

(Harper Limbach LLC)

Signature: _____
(Signature of Corporate Officer)

Title: _____

CONTRACTOR: Harper Limbach LLC
CONTRACT NUMBER: C006384
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

Attachment "D"

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Harper Limbach LLC

CONTRACT NO. C006384

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

(NONP) NOTICE OF NON-PAYMENT
(NOC) NOTICE OF CLAIM
(COL) CLAIM OF LIEN

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

TYPE

COMPANY FILING NOTICE

UNDER AN ORDER GIVEN BY:

Please initial: _____
Contractor

CONTRACTOR: Harper Limbach LLC
CONTRACT NUMBER: C006384
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S GUARANTEE TO OWNER

Attachment "E"

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006384

Project: LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER INSTALLATION

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

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

Harper Limbach LLC

(Contractor)

By: _____

(Title)

Local Representative to be contacted for service:

Contractor: Harper Limbach LLC

Name: _____

Address: 1251 Waterfront Place
Pittsburgh, PA 15222

Telephone No.: _____

CONSENT OF SURETY

Attachment "F"

Date: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

Attention: Contracting Officer

Dear Ms. Kimball:

We are the surety for the "Contractor" under Performance and Payment Bonds issued in connection with Contract No. C006384, dated October 25, 2023, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER INSTALLATION project. We understand that the Contractor desires to be paid, subject to our consent, the retainage held by the Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

1. We hereby consent to the payment of the retainage as aforesaid.
2. Said payment shall in no way affect the aforesaid Payment and Performance Bonds or our obligations thereunder, all of which shall remain in full force and effect.

Very truly yours,

Name

Title

THIS SPECIFIC FORMAT MUST BE SUBMITTED ON THE LETTERHEAD OF THE SURETY

CONTRACTOR: Harper Limbach LLC
CONTRACT NUMBER: C006384
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

Attachment "G"

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006384

PROJECT: LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER
INSTALLATION

CONTRACTOR: Harper Limbach LLC

Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, this is to certify that the Work under the above referenced Contract has been substantially completed on _____ (Insert date of substantial completion) (the "date of substantial completion") and a Punch List shall be issued within twenty (20) days.

Commencing on the day following the date of substantial completion, the Owner shall have responsibility for maintenance of the Project, utilities serving the Project and casualty insurance covering the Project; provided, however, that nothing herein contained shall relieve Contractor of its responsibilities under Article 11 of the General Conditions of the Contract for Construction during the period following the date of substantial completion of the Work and final completion (or thereafter with respect to Section 11.8 of said General Conditions).

As provided in Section 9.4.1 of the General Conditions of the Contract for Construction, this Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs and/or fees for any outstanding Revision Orders and itemized projections for any incomplete Work), and the Contractor shall conclusively be deemed to have waived the right to payment of any item or fee or cost not billed within thirty (30) days of Contractor's receipt hereof. The issuance of this Certificate of Substantial Completion shall not constitute a waiver of any right of the Owner hereunder including, without limitation, the right to those retainages permitted by the Contract Documents.

By: _____

Print Name: _____

Title: _____

PUNCH LIST FOR THE
PROJECT AREA KNOWN AS
{Project Name}

CONTRACT NO.: C006384

PROJECT: LTHW DISTRIBUTION SYSTEM RENEWAL PHASE 1 – SUPPLEMENTAL HEADER
INSTALLATION

CONTRACTOR: Harper Limbach LLC

DATE: _____, 20__

1. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Owner has determined that the following items related to the Work require completion and/or correction:

SEE ATTACHED LIST (____pages), dated _____, 20__

2. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Contractor shall submit to the Owner all items required by Section 9.4.2 of the General Conditions of the Contract for Construction, including, without limitation, the following items. All such items shall be delivered to the Owner and the Owner must approve all such items before the Contractor is entitled to receive payment from the Owner.

- (i) Application for Payment;
- (ii) As-Built Drawings; and
- (iii) Retainage Reduction Change Order including all Exhibits attached thereto and all Waivers of Claim. **NOTE: THIS PROVISION WILL BE INCLUDED ONLY WHEN THE OWNER WILL RELEASE RETAINAGE.**

The items referenced in paragraph 1, above, shall be accomplished on or before _____ (insert completion date). In the event Contractor does not complete and/or correct such items set forth above within the time set forth above, then, in accordance with the provisions of Section 14.3 of the General Conditions of the Contract for Construction, the Owner shall have the right to complete and/or correct such items or to cause the same to be completed and/or corrected by others, and Owner shall have the right to offset such costs against any amounts then or thereafter due the Contractor. If the amounts then or thereafter are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

Owner's Representative

ADDENDUM NO. 1
To
INVITATION TO BID (ITB) No. C006384
MAXIMO
For
LTHW Distribution System Renewal-Phase I- Supplemental Header Installation

Date of Issue: May 25, 2023

NOTICE TO ALL INVITED BIDDERS

This Addendum No. 1 provides clarifications and contains documentation that replaces, supplements or otherwise modifies documentation originally provided in the Invitation to Bid (ITB) first referenced above and which was first issued May 4, 2023 and that which was provided with any previously issued Addenda for the LTHW Distribution System Renewal-Phase I- Supplemental Header Installation.

This Addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders shall acknowledge receipt of this Addendum No. 1 and all prior issued Addenda in the appropriate space provided on the Bid Proposal Form. Proposals submitted without acknowledgement of this Addendum and prior issued Addenda shall be deemed non-responsive.

1. The contact information provided in Section 4 “Inquiries” is hereby modified to the following:

All questions must be submitted electronically via email to Jaime M. Irizarry, Jaime.M.Irizarry@disney.com, Vanessa Anton, Deyiscar.Anton.Figueroa@disney.com, and Paula Castano, paula.a.castano@disney.com with Marsha Malecki copied at mmalecki@rcid.org.

All other information pertaining to the submission of Bids remains unchanged.

2. Section 11- “Delay Damages”- is hereby amended to the following. All deleted text is lined through, ~~thus~~ and all additions are shown in boldface type, **thus**.

~~11.1—Liquidated Damages (Substantial Completion): Should the Contractor fail to complete all Work under this Contract and make the project available for beneficial use on or before the date stipulated for Substantial Completion (or such later date that may result from a time extension), the Contractor shall pay and/or the District may retain from the compensation otherwise to be paid to the Contractor as liquidated damages ONE THOUSAND DOLLARS (\$1,000) per day for every day until Substantial Completion is met.~~

~~11.2—Liquidated Damages (Final Completion): Should the Contractor fail to complete ALL Work under this Contract on or before the date stipulated for Final Completion (or such later date that may result from a time extension), the Contractor shall pay and/or the District may retain from the compensation otherwise to be paid to the Contractor as liquidated damages ONE THOUSAND DOLLARS (\$1,000) per day for every day until Final Completion is met.~~

Liquidated Damages do not apply to this project.

*****END ADDENDUM NO. 1*****

ADDENDUM NO. 2
To
INVITATION TO BID (ITB) No. C006384
MAXIMO
For
LTHW Distribution System Renewal-Phase I- Supplemental Header Installation

Date of Issue: June 15, 2023

NOTICE TO ALL INVITED BIDDERS

This Addendum No. 2 provides clarifications and contains documentation that replaces, supplements or otherwise modifies documentation originally provided in the Invitation to Bid (ITB) first referenced above and which was first issued May 4, 2023 and that which was provided with any previously issued Addenda for the LTHW Distribution System Renewal-Phase I- Supplemental Header Installation.

This Addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders shall acknowledge receipt of this Addendum No. 2 and all prior issued Addenda in the appropriate space provided on the Bid Proposal Form. Proposals submitted without acknowledgement of this Addendum and prior issued Addenda shall be deemed non-responsive.

PART A-
Technical issuances

1. The following documents are issued as part of this Addendum.
 - a. Water treatment- chemical cleaning
 - b. Topographic Survey

PART B-
Question/Responses

1. Question:
The line stops for MVP-2 appear to be shown inside the vault, is the intent for these line stops to occur inside or outside of the vault?

Response:

Line stops shall occur outside of MVP-2.

2. Question:
Please confirm that the inside of the jack and bore casing pipe requires PNT-52 coating.

Response:

Coat both the inside and outside of the Jack and Bore sleeve in accordance with PNT-52.

3. Question:
Per spec section 2.9 - PNT-57 all LTHW underground piping is to be coated with Bellzona. Does this apply to the pre-insulated pipe (CS-5/IN-3)? I.e., bare steel pipe would be coated with Bellzona, and then it would go through pre-insulation process via Energy Task Force.

ADDENDUM NO. 2

Invitation To Bid No. C006384

LTHW Distribution System Renewal-Phase I- Supplemental Header Installation

June 15, 2023

Response:

Further clarification, the contractor shall field coat each section of pipe extending from the weld to the edge of pre-insulated system

4. Question:

Please provide all available geotechnical and survey reports.

Response:

Please see the attached PDF for geotechnical report.

5. Question:

Please confirm temporary location of spoil dirt during the construction process and the subsequent location for disposal.

Response:

Temporary location for dirt to be reused shall be located on Walt Disney property. Subsequent disposal, if necessary, shall be removed from site by the Contractor. All reused soil shall be free from organics. RCES Project Management shall be on site for all approvals and soil acceptance

6. Question:

Is pipe pigging required prior to Astropak flushing process?

Response:

No pigging is required.

7. Question:

How should the proposal be addressed considering the District's recent name change?

Response:

You may address the proposal using our new entity name: Central Florida Tourism Oversight District. With that said, the name Reedy Creek Improvement District can be used for two years following the signing of House Bill No. 9-B, or until February 2025, as written in the Bill itself. This solicitation was issued on May 4, 2023, using the name Reedy Creek Improvement District. In mid-May the District began revising forms and templates using the new name of Central Florida Tourism Oversight District. For the purposes of this solicitation, you may respond using forms as they were issued under the ITB or subsequent addendums, or with our new name. However, please note the district's name on the awardee's contract will be "Central Florida Tourism Oversight District".

The due date for submission of bids is **June 28, 2023** at 2:00 P.M. All other information pertaining to bid preparation and submission of bids remains unchanged.

ADDENDUM NO. 2

Invitation To Bid No. C006384

LTHW Distribution System Renewal-Phase I- Supplemental Header Installation

June 15, 2023

END ADDENDUM NO.2

Water Treatment- Chemical Cleaning

1. Contractor shall employ the services of a third-party entity that specializes in the flushing and cleaning of piping systems. Flushing Contractor shall submit a plan for review and approval. Contractor shall provide as needed, pumps, tanks chemical mixing vessel, hoses, tubing/piping, valves, manifolds, fittings, flanges, reagents, safety gear, filters, tools, etc. All equipment sets shall include calibrated analysis instrumentation and all calibration reports shall be submitted to RCES Engineering. Contractor shall provide all utilities required for the execution of this working including but not limited to, compressed air, steam, electrical power, etc.
 - a. Contractor shall provide a thorough 'Pre-Flush' of the piping systems as follows;
 - i. Fill, flush and/or dump the loop in a manner which removes loose mill scale, slag and other debris accumulated during the Construction process.
 - ii. Once main debris flush is complete ensure all air is out of the system.
 - iii. Contractor shall test on-site domestic water confirming that the water that is being provided will meet the specified criteria for flushing.
 - b. Contractor shall provide a thorough 'Chemical Cleaning' of the piping systems as follows;
 - i. Formulate the chemical cleaning solution to remove carbon, organic deposits from the wetted interior surfaces. Ferroclean shall be used and added at a rate of 1600-2400 ppm based on system volume. The final polymer level should be between 350-550 FAU. Ferroclean should be recirculated through the system for a minimum of 24 hours. Both Iron and FAU should be recorded. Once the system has seen 24 hours of circulation the system should be flushed and drained. All chemicals used for cleaning shall be compatible with all existing and proposed system materials and chemicals additives that are currently used in the system.
 - ii. Once the Ferroclean step is complete, an alkaline formulation with penetrants and dispersants and Ortho Phosphate (Towerclean 819 or equivalent) shall be added to the system to remove any foulants and passivate the steel piping surfaces. The alkaline solution shall be fed at a rate of 1600 ppm or based on the manufacturers recommendations and circulated for 24 hours. Once this is completed, the system shall be flushed until the quality of the water is the same as the city water. Send waste cleaning solution to an approved effluent collection or disposal locations.
 - iii. Introduce the chemical cleaning solution into the system through a filter (equal to or less than 100 micron) located on the discharge side of the injection pump.
 - c. Contractor shall provide a thorough 'Final Flush' of the piping systems as follows;
 - i. Provide and install any additional equipment, piping, etc. as needed for the execution of the 'Final Flush'.
 - ii. Fill system with detergent free water (potable water) and purge all air.
 - iii. Continue to flush with potable water at a minimum velocity of 8 ft/s throughout the system for a minimum of 24 hours. A minimum of three (3) flushes is required, however the process will need to be repeated until the water is 'clear' and all of the following conditions have been met. During the bleed process the Contractor shall verify that the bleed is never be greater than the systems make-up rate.

- iv. Flushing activities will continue until all of the following conditions have been met;
 - 1. All steps of the approved flush plan have been met
 - 2. Iron content is less than 0.5 ppm
 - 3. pH is between 7.2 and 8.5
 - 4. Conductivity is between 260-280 mmhos (matches the ICW)
 - 5. Acceptance by RCES Operations
 - 6. Acceptance by RCES Mechanical Engineer / Engineering of Record (EOR)
- v. If the system is not immediately placed into service after analysis the following shall be performed;
 - 1. The system shall be preserved in a manner to prevent degradation of the piping and components through chemical additives.
 - 2. The system shall be tested and accepted by RCES Engineering that the above specification has been met prior to placing the system into service.
- vi. Contractor shall show compliance with all items described within this specification prior to the system being placed into service.

ADDENDUM NO. 3
To
INVITATION TO BID (ITB) No. C006384
MAXIMO
For
LTHW Distribution System Renewal-Phase I- Supplemental Header Installation

Date of Issue: June 19, 2023

NOTICE TO ALL INVITED BIDDERS

This Addendum No. 3 provides clarifications and contains documentation that replaces, supplements or otherwise modifies documentation originally provided in the Invitation to Bid (ITB) first referenced above and which was first issued May 4, 2023 and that which was provided with any previously issued Addenda for the LTHW Distribution System Renewal-Phase I- Supplemental Header Installation.

This Addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders shall acknowledge receipt of this Addendum No. 3 and all prior issued Addenda in the appropriate space provided on the Bid Proposal Form. Proposals submitted without acknowledgement of this Addendum and prior issued Addenda shall be deemed non-responsive.

PART A-
Technical issuances

1. The following documents are issued as part of this Addendum.
 - a. Soils report of the jack and bore pit locations.

The due date for submission of bids is **June 28, 2023** at 2:00 P.M. All other information pertaining to bid preparation and submission of bids remains unchanged.

END ADDENDUM NO. 3



**Updated Report
Geotechnical Engineering Services
Jack and Bore Pits
24-inch Low Temperature Heated Water Line Replacement
EPCOT Back of House – Walt Disney World
Orange County, Florida**

Professional Service Industries, Inc.1748 33rd Street, Orlando, FL 32839

Phone: (407) 304-5560

Fax: (407) 304-5561

Gary Wilkerson, P.E. – Principal
Nelson Engineering, a Salas O'Brien Company
5455 North Courtenay Parkway
Merritt Island, FL 32953

RE: Report
Geotechnical Engineering Services
Jack and Bore Pits - 24-inch Low Temperature Heated Water Line Replacement
EPCOT Back of House – Walt Disney World
Orange County, Florida

Dear Mr. Wilkerson:

Professional Service Industries, Inc. (PSI), an Intertek Company has completed a subsurface exploration program at the site of the referenced project. Our services were performed in accordance with PSI Proposal No. 757-380609 and your authorization. The subsurface exploration was conducted to provide geotechnical engineering recommendations for excavation support associated with the proposed Jack and Bore pits. The following report presents the results of our exploration as well as our recommendations pertaining to the geotechnical aspects of the pit support.

PROJECT INFORMATION

The project is located within the EPCOT back of house areas at Walt Disney World, Orange County, Florida. More specifically, the project is located east of the intersection of Overpass Road and Avenue of the Stars. The overall proposed construction consists of the rerouting of a segment of the existing 24-inch diameter buried Low Temperature High Water (LTHW) line starting near the eastern limits of the Test Track ride path and extending east and north through the cast parking lot, crossing under Overpass Road (approximately 110 feet west of the security guard house) and north along the eastern side of the existing central energy plant. The site areas currently consist of asphalt-paved parking and driveway areas.

It is our understanding that Horizontal Directional Drilling (HDD) will be utilized for installing the utility line replacement, other than beneath Overpass Road. The portion of the line crossing beneath Overpass Road will be installed via Jack and Bore. Originally, the depth of the jack and bore pits were indicated to PSI to be 15 feet deep. Subsequent to drilling our borings for the project, PSI was notified the Jack and Bore Pits will be on the order of 21 feet deep. PSI's scope associated with the remaining utility installation was removed by the Disney team.

If any of the stated information is incorrect or has been changed, PSI should be notified so appropriate changes to our recommendations can be incorporated into this report.





SCOPE OF SERVICES

The purpose of this exploration was to obtain information on the general subsurface soil and groundwater conditions at the site of the proposed jack and bore pits. The subsurface conditions encountered was then evaluated with respect to the available project characteristics. Geotechnical recommendations for the jack and bore pit excavation support, including conceptual sheet pile wall analyses and recommendations.

The following services were provided in order to achieve the preceding objective:

1. Reviewed readily available published geologic and topographic information. This published information was obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Orange County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
2. As requested, PSI performed two (2) Standard Penetration Test (SPT) borings to a depth of 40 feet below the existing grades, one boring at each of the two jack and bore pit sites. In the SPT borings, the upper 4 feet will be manually augered to confirm utility clearance. Below 4 feet, SPT resistance values will be measured continuously to a depth of 10 feet and at 5-foot intervals thereafter.

Where the existing asphalt is drilled, the pavement section in the core hole was replaced with cold-mix asphalt patch. The borings were located in-field with a hand-held GPS device. Subsurface utility engineering (SUE) was performed by others. PSI coordinated clearance of utilities at our boring sites through RCES and Sunshine State One-Call of Florida.

3. Visually classified and stratified representative soil samples in the laboratory using the Unified Soil Classification System. Conducted a limited laboratory testing program. Identified soil conditions at each boring location and formed an opinion of the site soil stratigraphy.
4. Collected groundwater level measurements in the boreholes and estimated normal seasonal high groundwater level.
5. The results of the field exploration and laboratory tests were used in the engineering analysis and in the formulation of PSI's geotechnical recommendations. The results of the subsurface exploration, including the recommendations and data on which they are based, are presented in this written report prepared under the supervision of a Professional Engineer licensed in the State of Florida.

REVIEW OF PUBLISHED INFORMATION

USGS Topographic Map

The topographic survey map published by the USGS was reviewed for ground surface features in the area of the project. Based on this review, the natural ground surface elevation is reported to be on the order of +95 feet National Geodetic Vertical Datum of 1929 (NGVD 1929). Site-specific topographic survey information provided to PSI indicates that existing ground surface elevations at the bore pit sites are on the order of +97 to +98 feet. The specific reference elevation datum was not provided on the survey sheet.



Orange County Soil Survey

The "Soil Survey of Orange County, Florida," published by the USDA SCS, was reviewed for general near-surface soil information within the project vicinity. This information indicates that there is one (1) soil map unit within the vicinity of the proposed project (Soil Group 50 – Urban land). Detailed information for Soil Group 50 (Urban land) is not provided by the SCS due to the altered nature of urban areas that have undergone extensive earthwork and development which alter natural soil and groundwater conditions.

FIELD EXPLORATION

General

To evaluate subsurface conditions within each of the proposed jack and bore pit areas, we performed two (2) Standard Penetration Test (SPT) borings to a depth of 40 feet below the existing ground surface. The SPT boring was drilled using rotary wash procedures and sampled following Standard Penetration Test (SPT) techniques in general accordance with ASTM D-1586. The upper four feet of the SPT borings were advanced with a manual auger to confirm utility clearance. An automatic hammer was used to obtain the SPT samples at 4, 6 and 8 feet below existing grade, with the sampling frequency thereafter being at 5-foot intervals to the boring termination depth. Upon completion, the boreholes were grout-filled. The asphalt was then patched with cold-mix asphalt patch. The boring locations were established in the field using the project plans provided to us and coordination with the design team. The approximate locations of our borings are shown on **Sheet 1** in the **Appendix**.

The soil samples recovered from the borings were returned to our Orlando laboratory for stratification. Soils were visually stratified following the guidelines contained in the Unified Soil Classification System (USCS). A limited laboratory testing program was conducted to confirm soil classifications and associated engineering properties. Records of the materials encountered in the borings are presented as soil profiles on **Sheet 2**. **Sheet 2** includes a legend describing the subsoils in USCS format, the measured groundwater level and laboratory test results.

The stratification presented is based on visual observation of the recovered soil samples, laboratory testing and interpretation of field logs by a geotechnical engineer. It should be noted that variations in the subsurface conditions are expected and may be encountered between and away from the borings. Also, whereas the individual boring logs indicate distinct strata breaks, the actual transition between the soil layers may be more gradual than shown on the soil profiles.

Soil Conditions

Beneath the pavement and base course, the borings generally revealed a sequence of fine sands grading relatively clean to slightly silty and silty in composition (SP, SP-SM and SM materials). Some of the sands were noted to contain trace amounts of cemented fine sands locally known as hardpan and or limerock. Near the termination depth of the borings, clayey fine sand (SC material) was encountered. SPT blow counts indicate that the sands are generally in a medium-dense condition, with isolates zones of loose and dense sands.

As previously noted, a manual auger was used to advance the SPT boring for the upper four feet to confirm utility clearance. Therefore, SPT blow counts were not obtained in the upper four feet.



Groundwater Conditions

At the time of our fieldwork (December 15, 2022), groundwater was encountered in the borings at depths of approximately 6.5 to 7 feet. Groundwater conditions vary with environmental changes and seasonal conditions, such as the frequency and magnitude of rainfall patterns, along with man-made influences such as swales, drainage ponds, underdrains and areas of covered soil (paved parking lots, sidewalks, etc.).

The estimated normal seasonal high groundwater levels presented herein are based on the observed soil stratigraphy, measured groundwater levels in the borings, USDA Soil Survey information, and our past experience in the project vicinity. In this regard, we estimate the normal seasonal high groundwater table will occur at a depth on the order of 5 feet below the existing ground surface within the vicinity of the planned Jack and Bore pits.

In general, the normal seasonal high groundwater level is not intended to define a limit or ensure that future seasonal fluctuations in groundwater levels will not exceed the estimated levels. Post-development groundwater levels could exceed the normal seasonal high groundwater level estimate as a result of a series of rainfall events, tropical storms/hurricanes, changed conditions at the site that alter surface water drainage characteristics, or variations in the duration, intensity, or total volume of rainfall

Excavation Support

We understand that jack and bore pit excavations for the LTHWL will extend to a depth of about 21 feet below the existing grade. Based on PSI's understanding of the proposed construction, traditional open excavation construction does not appear feasible for the Jack and Bore installation. Deep excavation support will be required to construct the jack and bore pits and to safely perform the Jack and Bore installation. Due to the proximity of the existing infrastructure (i.e. buildings, underground utilities, etc.), excavation methods should be reviewed prior to construction to prevent undermining of the existing infrastructure. All excavations for the project should be performed in accordance with the appropriate Occupational Safety and Health Administration (OSHA) standards.

Sheet Pile Analyses

Based on the cross-sections provided to PSI, PSI has performed conceptual sheet pile analyses to evaluate the general feasibility of utilizing a braced sheet pile shoring system for support of the planned Jack and Bore pit excavations. PSI's analyses were carried out using the software SPW911, v2.40 by Pile Buck. Geotechnical soil and groundwater data for our analyses were obtained from the borings completed by PSI for the project. A surcharge load of 500 pounds per square foot was assumed to simulate vehicular traffic from construction equipment (i.e. vacuum trucks, dump trucks, backhoes, etc.) and potential stockpiled material adjacent to the jack and bore pits. Further, our conceptual analyses considers dewatering taking place internal to the jacking pit, with a differential head pressure of 18 feet. Our analyses are also based on the use of a PZ-35 sheet pile section. The following table summarizes the soil parameters used for our analyses.



SOIL PARAMETERS							
Boring No. (Pit)	Depth Below Ground Surface (feet)	USCS Soil Type	Average Corrected SPT N- Value	Unit Weight (pcf)		Angle of Internal Friction (degrees)	Cohesion (psf)
				γ_{Sat}	$\gamma_{\text{Submerged}}$		
JB-1 (Northern Pit)	0 to 6	SP, SP-SM	31	115	52.6	32	0
	6 to 38.5	SP, SP-SM	15	115	52.6	30	0
	38.5 to 40	SC	7	110	47.6	29	0
JB-2 (Southern Pit)	0 to 8	SP, SP-SM	20	115	52.6	30	0
	8 to 18.5	SP	26	115	52.6	31	0
	18.5 to 23.5	SP-SM	17	115	52.6	30	0
	23.5 to 28.5	SP-SM	26	115	52.6	31	0
	28.5 to 33.5	SP-SM	12	115	52.6	30	0
	33.5 to 38.5	SP-SM	25	115	52.6	31	0
	38.5 to 40	SC	6	110	47.6	29	0

PSI analyzed each phase of excavation (5 total) to construct a sheet pile wall with two layers of internal bracing with walers. Our first model includes an unbraced excavation to a depth 7 feet, two feet below the top row of bracing (Phase 1), followed by a model which includes the top row of bracing (Phase 2). The third model included an excavation depth two feet below the depth of the second row of lateral bracing (Phase 3), while the fourth model included the second row of lateral bracing (Phase 4). Our last model included both rows of bracing, with an excavation depth of 21 feet (Phase 5). Cross-sections summarizing depicting the noted construction phases are provided within the **Appendix**. The below table summarizes the results of the analyses completed by PSI. These results are based on a minimum factor of safety of 1.5 on passive soil pressure resistance.

	Northern Pit (JB-1)	Southern Pit (JB-2)	Unit
Minimum Sheet Pile Embedment Depth	43.5	46.4	feet
Rows of Lateral Bracing/Walers	2	2	#
Depths of Lateral Bracing	5 & 12	5 & 12	feet
Estimated Maximum Lateral Deflection	0.8	1.3	inches
Depth of Maximum Wall Deflection	25.7	27.4	feet
Maximum Bending Moment*	40	50	(ft-kip/foot)
Depth of Maximum Bending Moment	20.2	21	feet
Maximum Shear Force*	9.8	11	(kips/foot)
Depth of Maximum Shear Force	12	12	feet

* Estimated based on a factor of safety of 1.0 on passive soil pressure resistance.

Stresses/forces represent a 1-foot wide unit section of wall system.

It should be noted that the depth of sheet pile penetration exceeds the boring depths. The depth of the planned jack and bore pits were changed after PSI completed our borings.



If a braced sheet pile wall system is the chosen by the team for excavation support, the shoring system provider should provide their own proprietary design prepared by a Florida licensed Professional Engineer, including an evaluation of the waler spacing/geometry for internal lateral bracing. The shoring provider's design should take into consideration the actual equipment/material surcharge loads that will be imposed, the dewatering system's impact on groundwater levels internal and external to the shoring system, and potential impacts to existing adjacent infrastructure (buildings, utilities, pavements, etc.) due to potential settlement induced by dewatering and shoring system deflection/settlement.

Once final design plans and specifications for the shoring system are available, a general review by PSI is strongly recommended as a means to check that the evaluations made in preparation of this report are correct and that the noted recommendation soil parameters are properly interpreted and implemented by the designer. The shoring contractor should provide a list of successful projects constructed within the last 5 years utilizing the shoring system/methods proposed for review by the Owner and design team. Due to anticipated sheet pile deflection and associated settlement, consideration should be given to saw cutting the asphalt pavement beyond the limits of the excavation boundaries.

Because the depth of the planned jack and bore pits were changed after PSI completed our borings, resulting in conceptual sheet pile lengths exceeding the boring depths, deeper borings may be required to confirm deeper soil conditions depending on the shoring system provider's design.

Site Dewatering

The pit excavations will most likely require well pointing or sock drains to achieve adequate drawdown. The dewatering process may have an effect on nearby infrastructure, as lowering the groundwater table will cause an increase of effective stress in the soils. Consideration should be given to placing the well points internal to the shoring system. In our experience, dewatering internal to the shoring system can reduce the amount of groundwater drawdown outside of the excavation. A qualified dewatering contractor should be used to develop a dewatering plan that will avoid impacts on nearby infrastructure. The discharge from the dewatering system should be handled in accordance with current regulatory criteria.

Excavations

In Federal Register, Volume 54, No. 209 (October 1989) the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better ensure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, general construction excavations or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed the Owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.



PSI is providing this information solely as a service to our client. PSI does not assume responsibility for construction site safety or the contractor's or other parties' compliance with local, state, and federal safety or other regulations.

REPORT LIMITATIONS

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This company is not responsible for the conclusions, opinions or recommendations made by others based on these data.

The scope of PSI's geotechnical exploration was intended to evaluate soil conditions within the influence of the proposed Jack and Bore pit areas and does not include an evaluation of potential deep soil problems such as sinkholes. The analysis and recommendations submitted in this report are based upon the data obtained from the soil boring performed at the location indicated and a conceptual braced sheet pile shoring system. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature or location of the proposed construction.

The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.



CLOSURE

PSI appreciates the opportunity to provide our services to Salas O'Brien Company and Walt Disney World on this project and we trust the information presented herein is sufficient for your needs at this time. If you have any questions regarding the contents of this report, or if we may be of further service, please contact the undersigned.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Certificate of Authorization No. 3684

Malcolm Thompson
Project Engineer
Florida License No. 94254

Robert A. Trompke, P.E. .
Florida Geotechnical Practice Leader
Florida License No. 55456

07572939 Report - (Jack-and-Bore Pits - Epcot BOH LTHWS Rerouting).doc

cc: Mr. Jim McConaughy – Salas O'Brien
Mr. Brad Burchett – Disney
Mr. Jose Vazquez-Mercado – Disney

Appendix

- Sheet 1 – Boring Location Plan
- Sheet 2 – Boring Profiles
- Cross-section of the Conceptual Sheet Pile Installation Phases

ADDENDUM NO. 4
To
INVITATION TO BID (ITB) No. C006384
MAXIMO
For
LTHW Distribution System Renewal-Phase I- Supplemental Header Installation

Date of Issue: June 27, 2023

NOTICE TO ALL INVITED BIDDERS

This Addendum No. 4 provides clarifications and contains documentation that replaces, supplements or otherwise modifies documentation originally provided in the Invitation to Bid (ITB) first referenced above and which was first issued May 4, 2023 and that which was provided with any previously issued Addenda for the LTHW Distribution System Renewal-Phase I- Supplemental Header Installation.

This Addendum shall be made part of the ITB and shall be binding as if part of the original documents. Bidders shall acknowledge receipt of this Addendum No. 4 and all prior issued Addenda in the appropriate space provided on the Bid Proposal Form. Proposals submitted without acknowledgement of this Addendum and prior issued Addenda shall be deemed non-responsive.

PART A-
Administrative Items:

1. The due date for submission of bids is ~~June 28, 2023~~ **has been changed to July 6, 2023 at 2:00PM.** All other information pertaining to bid preparation and submission of Bids remains unchanged.

END ADDENDUM NO. 4

SECTION 00850
LIST OF DRAWINGS & SPECIFICATIONS

The following list of drawings and specifications, all prepared as noted, shall form a part of the Project Manual:

Project Manual

Entitled: LTHW Distribution System Renewal-Phase I- Supplemental Header Installation

Dated: May 4, 2023

Prepared by:

- Bidding Documents, Division 0 and Division 1 Specifications and all Contract Documents, excluding Drawings were prepared by Reedy Creek Energy Services.
- Drawings prepared by Salas O'Brien.

DRAWINGS: Ninety-two (92) Sheets

The following list of drawings is applicable to the foregoing.

<u>Drawing No.</u>	<u>Title</u>	<u>Date Issue</u>
ID-100	Cover Sheet	March 28, 2023
ID-101	Drawing Index	March 28, 2023
ID-102	Scope of Work and General Requirements	March 28, 2023
ID-103	Sequence of Work	March 28, 2023
ID-104	General Requirements	March 28, 2023
ID-105	Specifications and Schedule	March 28, 2023
ID-106	Specifications and Schedule	March 28, 2023
ID-107	Specifications and Schedule	March 28, 2023
ID-108	Specifications and Schedule	March 28, 2023
ID-109	Specifications and Schedule	March 28, 2023
ID-110	Specifications and Schedule	March 28, 2023
ID-111	Specifications and Schedule	March 28, 2023
ID-112	Schedules	March 28, 2023
ID-113	Abbreviations and Symbology	March 28, 2023
ID-114	Proposed Site LTHW P&ID Diagram	March 28, 2023

**Reedy Creek Improvement District
Invitation to Bid No. C006384
Project: LTHW Distribution System Renewal-Phase I**

**Section 00850
List of Drawings & Specifications
Issue Date: May 4, 2023**

ID-115	Proposed Site LTHW P&ID Diagram	March 28, 2023
ID-116	Bolster Plan – LTHWS/R	March 28, 2023
ID-117	EEP LTHW Demo Pipe Schematic	March 28, 2023
ID-118	EEP LTHW Proposed Pipe Schematic	March 28, 2023
ID-119	Electrical General Requirements	March 28, 2023
C-001	Civil Notes	March 28, 2023
C-002	Existing Conditions	March 28, 2023
C-10	Overall MOT, Demolition and Erosion Control Plan	March 28, 2023
C-10A	MOT, Demolition & Erosion Control Notes	March 28, 2023
C-11	MOT, Demolition & Erosion Control Plan	March 28, 2023
C-12	MOT, Demolition & Erosion Control Plan	March 28, 2023
C-13	MOT, Demolition & Erosion Control Plan	March 28, 2023
C-14	MOT, Demolition & Erosion Control Plan	March 28, 2023
C-15	MOT, Demolition & Erosion Control Plan	March 28, 2023
C-16	MOT, Demolition & Erosion Control Plan	March 28, 2023
C-17	MOT, Demolition & Erosion Control Plan	March 28, 2023
C-100	Overall Site Plan	March 28, 2023
C-101	Site Plan	March 28, 2023
C-102	Site Plan	March 28, 2023
C-103	Site Plan	March 28, 2023
C-104	Site Plan	March 28, 2023
C-105	Site Plan	March 28, 2023
C-106	Site Plan	March 28, 2023
C-107	Site Plan	March 28, 2023
C-300	Overall Utility Plan	March 28, 2023
C-301	Utility Plan and Profile	March 28, 2023
C-302	Utility Plan and Profile	March 28, 2023

**Reedy Creek Improvement District
Invitation to Bid No. C006384
Project: LTHW Distribution System Renewal-Phase I**

**Section 00850
List of Drawings & Specifications
Issue Date: May 4, 2023**

C-303	Utility Plan and Profile	March 28, 2023
C-304	Utility Plan and Profile	March 28, 2023
C-400	Civil Details	March 28, 2023
C-401	Civil Details	March 28, 2023
C-402	Civil Details	March 28, 2023
E-101	Overall Electric Plan	March 28, 2023
E-401	Schedules & Details	March 28, 2023
M-101	Overall Mechanical Plan	March 28, 2023
M-201	Mechanical Enlarged Plan	March 28, 2023
M-202	Mechanical Enlarged Plan	March 28, 2023
M-203	Mechanical Enlarged Plan	March 28, 2023
M-204	Mechanical Enlarged Plan	March 28, 2023
M-205	Mechanical Enlarged Plan	March 28, 2023
M-206	Mechanical Enlarged Plan - Demo	March 28, 2023
M-207	Mechanical Enlarged Plan	March 28, 2023
M-208	Mechanical Enlarged Plan	March 28, 2023
M-209	Mechanical Enlarged Plan - Demo	March 28, 2023
M-210	Mechanical Enlarged Plan	March 28, 2023
M-211	Enlarged Boiler Plant - Demo	March 28, 2023
M-212	Enlarged Boiler Plant - New	March 28, 2023
M-213	Boiler Plant – Enlarged Plans	March 28, 2023
M-214	Boiler Plant – Control Diagram	March 28, 2023
M-400	Miscellaneous Details	March 28, 2023
M-401	Miscellaneous Details	March 28, 2023
M-402	Miscellaneous Details	March 28, 2023
M-403	Miscellaneous Details	March 28, 2023
M-404	Miscellaneous Details	March 28, 2023

**Reedy Creek Improvement District
Invitation to Bid No. C006384
Project: LTHW Distribution System Renewal-Phase I**

**Section 00850
List of Drawings & Specifications
Issue Date: May 4, 2023**

M-405	Miscellaneous Details	March 28, 2023
M-406	Miscellaneous Details	March 28, 2023
M-407	Miscellaneous Details	March 28, 2023
M-408	Miscellaneous Details	March 28, 2023
M-409	Miscellaneous Details	March 28, 2023
M-410	Miscellaneous Details	March 28, 2023
S-1.10	Structural Information	March 28, 2023
S-1.11	Structural Information	March 28, 2023
S-2.10	Foundation Information	March 28, 2023
S-2.20	Low Roof Framing Plan	March 28, 2023
S-2.30	Roof Framing Plan	March 28, 2023
S-3.10	Details	March 28, 2023
S-3.11	Details	March 28, 2023
S-1	Topographic Survey	March 28, 2023
S-2	Topographic Survey	March 28, 2023
S-3	Topographic Survey	March 28, 2023
S-4	Topographic Survey	March 28, 2023
S-5	Topographic Survey	March 28, 2023
S-6	Topographic Survey	March 28, 2023
S-7	Topographic Survey	March 28, 2023
S-8	Topographic Survey	March 28, 2023
P-201	Boiler Plant – Enlarged Plans	March 28, 2023

SPECIFICATIONS:

The following list of specifications is applicable to the foregoing.

<u>Section No.</u>	<u>Specification Title</u>	<u>Date</u>
DIVISION 0 – CONTRACT & BIDDING DOCUMENTS:		
00850	List of Drawings & Specifications	05/04/2023

DIVISION 1 – GENERAL REQUIREMENTS

RCID PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS

01009	RCID Project Specific Safety Plan Requirements	07/12/2021
01019	Owner Purchased Products	08/03/2015
01110	Summary of Work	05/04/2023
01111	General Instructions to Contractor	08/03/2015
01230	Alternates	08/03/2015
01295	Schedule of Values	08/03/2015
01310	Project Coordination	08/03/2015
01314	Project Meetings	08/03/2015
01325	Scheduling of Work	08/03/2015
01330	Submittal Procedures	08/03/2015
01350	Permitting Procedures	08/03/2015
01410	Regulatory Requirements	08/03/2015
01420	References	08/03/2015
01455	Testing and Inspection Services	08/03/2015
01500	Temporary Facilities and Controls	08/03/2015
01575	Erosion and Sedimentation Control	08/03/2015
01630	Substitutions and Products Options	08/03/2015
01640	Owner-Furnished Products	08/03/2015
01660	Product Storage & Handling Procedures	08/03/2015
01710	Soils Investigations	08/03/2015
01721	Surveying – Third Party	04/12/2019
01730	Execution	08/03/2015
01732	Cutting and Patching	08/03/2015
01740	Cleaning	08/03/2015
01750	Starting and Adjusting	08/03/2015
01770	Closeout Procedures	08/03/2015
01789	Project Record Documents	01/21/2019

END OF SECTION

SECTION 01009
RCID PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS

PART 1 – GENERAL

1.1 INTRODUCTION

A Project Specific Safety Plan (PSSP) is a communication tool between contractors and the Owner's Representative. Used correctly, the PSSP ensures that relevant project/site-specific safety information is identified, monitored and communicated to all involved with the project.

1.2 PURPOSE

The PSSP will allow all those involved with the project to easily identify the existing and potential hazards associated with the scope of work and what methods the contractor shall utilize to mitigate the hazards to an acceptable level.

This should not be an overly complex document. It should be easily referenced by all those working on the project. The document should be able to be used as part of the daily pre task planning and for onsite safety meetings (toolbox talks).

The PSSP should not be a version of the company safety plan. It is Project / Site / Task specific. The PSSP shall include the applicable information commensurate with the size, complexity and risk level of the project.

The PSSP shall make it clear that everyone on the project has the right to report hazards and unsafe practices without fear of reprisal.

Contractor shall submit a PSSP to the Owner's Representative for review prior to project commencement with appropriate time for review. The Owner's Representative reserves the right to ask the Contractor to resubmit the PSSP if safety critical items related to the project are missing or incomplete.

The submittal of the PSSP does not relieve the Contractor from any other submittals required by the Contract Documents, including but not limited to:

- Construction & Demolition Safety Plan
- Crane Critical Lift Plan
- Hazardous Materials Disposal Plan
- Maintenance of Traffic Plan
- Hurricane / Weather Contingency Plan

1.3 FORMAT

The Owner's Representative will not dictate the exact format of the PSSP. However, there are four critical components of the PSSP:

- Responsibilities / Contacts
- Scope of work
- Job Safety Analysis (JSA)
- Pre-Task / Daily Safety Planning

1.3.1 RESPONSIBILITIES / CONTACTS

This section shall simply and clearly define the duties and responsibilities of the Contractor's personnel regarding the work to be completed and safety and health program implementation. It should also include means to contact those listed (i.e. phone, email, etc.)

- Contractor's President/Owner (of company)
- Contractor's Project Manager
- Contractor's Safety Manager (if applicable)
- Contractor's Field Supervision/ Superintendent
- All of Contractor's Subcontractors and Sub-Subcontractors (if any)

1.3.2 SCOPE OF WORK

The Scope of Work shall include translating the contract scope of work into a specific detailed work plan. It shall identify location(s), means and methods of accomplishing the plan, anticipated sequence of events, equipment to be used, etc. Please note that this includes all work to be performed by the Contractor and Subcontractors of every tier.

The scope shall also identify the following:

- Maximum height and depth of work activities
- Industrial hygiene issues
- Exposure to high hazard areas including but not limited to:
 - water ways
 - diving
 - crane lifts
 - energized electrical systems
 - confined spaces
 - maintenance of traffic ("MOT")
 - guest areas

1.3.3 JOB SAFETY ANALYSIS (JSA)

The JSA is a task/operation-driven document to ensure that the job task or operation receives proper safety planning prior to beginning work. In actuality, the JSA is a written work plan that incorporates safety procedures into the work practices. The JSA should be prepared far enough in advance of the task or activity to ensure that changes or revisions will not affect the scheduled execution of the task or activity. A JSA is to be developed by the Contractor or Subcontractors for any high-hazard or high-risk activity as identified by the Owner's Representative in its sole and absolute discretion, the Contractor or all Subcontractors of every tier.

The specific format of the JSA is to be determined by the Contractor, however, it must include the following information:

- A breakdown of the job into successive steps involved with the work activity.
- Identification of the hazards and the potential incidents associated with each work activity.
- Identification of methods to reduce or eliminate the hazards and potential incidents.

1.3.4 PRE-TASK PLANNING

Pre-task Planning is an activity that occurs at the start of each day, prior to beginning any work shift during which work is to be performed by the Contractor or any Sub-contractor of any tier, as well as any time the daily cope of the work changes. It helps everyone involved in performing, supervising and overseeing the work to align the objectives to be accomplished before the day of work begins. A Pre-task Planning form is required to be completed and a meeting is required to be held with the crew by the supervisor prior to the start of each work shift. At a minimum, the supervisor will include the following in the Pre-task Planning:

- Identify the specific actions and work methods required to perform the work.
- Identify the specific hazards associated with the performance of the work and the measures necessary to eliminate or minimize the workers' exposure to the hazard.
- Provide the necessary training needed to safely perform the work.
- Identify and provide the necessary tools, equipment, and PPE required to protect the workers from the hazards.
- Review any items that may be applicable to their work activity previously identified on the JSA.

The Pre-Task Plan will be documented and kept in the work location for the duration of the shift or activity. As acknowledgment of its contents, the Pre-Task Plan must be signed by all members of the work crew and its supervisor, and others identified by, and in the sole and absolute discretion of, the Owner's Representative. .

Pre-Task Planning is not something that is to be submitted with the PSSP however it must be maintained on the jobsite throughout the project duration for review by the Owner's Representative and, at the request of the Owner's Representative, must be provided to the Owner's Representative as part of the Contract Close-out documentation

END OF SECTION 01009

**SECTION 01019
OWNER PURCHASED PRODUCTS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Certain products throughout the Work may be purchased by the Owner.

PART 2 - EXECUTION

2.1 SALES TAX EXEMPTION FOR OWNER PURCHASED MATERIAL

- 2.1.1 Reedy Creek Improvement District, as Owner, is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented or services purchased. Accordingly, the Owner reserves the right to make direct purchases of selected construction materials that are included in the Scope of Work. The Contractor shall assist the Owner in the preparation of orders for such material purchases. Material purchases shall be accomplished by the issuance of Contractor prepared purchase orders on the Owner's forms for execution by the Owner. For this purpose, the Contractor shall utilize the form of Purchase Order including its attached Terms and Conditions, which are attached hereto and identified as Attachment "A".
- 2.1.2 The Contractor shall be responsible for the preparation of all Purchase Orders utilized to make direct purchases on behalf of the Owner and shall process such in strict accordance with the instructions contained herein. The Contractor shall procure and expedite the delivery of all such materials ordered under the Owner's Purchase Orders on the Owner's behalf. Accordingly, the Contractor may desire to supplement the Owner's standard Purchase Order Terms in order to incorporate specifics, such as product or material specifications, the FOB point of delivery for materials purchased thereunder, inclusion in or exclusion from unit pricing of any applicable delivery and freight charges, or to provide other clarifications regarding submittal drawing requirements, special expediting, delivery and/or handling instructions, etc. Any such supplement shall be titled as a separate Attachment to the Purchase Order, which shall be designated by the Contractor on the face of the Purchase Order itself.
- 2.1.3 Prior to commencement of construction on site, the Contractor shall submit to the Owner's Representative, an itemized list of any materials to be permanently incorporated into the Work per the Contract Documents and for which the sum total (extended) cost of each item or system exceeds ten thousand dollars (\$10,000). Examples of such items may include but are not necessarily limited to those identified in paragraph 2.19, below. Following the Owner's review and approval of the proposed list of these materials, the Contractor shall prepare a material procurement schedule identifying the date such materials are required on site, and the date such materials must be ordered, taking into account the estimated lead time required for obtaining such materials.
- 2.1.4 Following the Owner's Representative's review and approval of the material procurement schedule, the Contractor shall prepare Purchase Orders corresponding to each item within the timeframe required to support the construction schedule and shall submit each Purchase Order to the Owner's Representative for review and approval. Following the Owner's Representative's review of the Purchase Order, the Contractor shall incorporate any modifications deemed necessary by the Owner's Representative and subsequently submit to the Owner's Representative, three (3) original Purchase Orders for execution by the Owner's authorized signatory.
- 2.1.5 Upon execution of each Purchase Order by the Owner's authorized signatory, three (3) original

Owner Purchased Products

Purchase Orders shall be returned to the Contractor by the Owner's Representative and the Contractor shall forward each original to the corresponding vendor, who shall then execute the Purchase Order on the space provided thereon for vendor's acknowledgement, retain one original and return two originals to the Design/Builder. The Contractor shall retain a photocopy of each original purchase order for its own use and records and shall then forward two (2) fully executed originals to the Owner's Representative for further distribution to the Owner.

- 2.1.6 The Owner shall pay vendors directly for any materials purchased under the Owner's Purchase Orders. Invoices for goods purchased utilizing the Owner's Purchase Orders shall be sent directly by the Vendor to the address indicated on the face thereof. Prior to authorizing payment of such invoices, the Owner's Representative will obtain written confirmation from the Contractor that all materials for which vendor seeks payment have actually been received and are stored at the project site, that such materials comply to applicable specifications and that such are free from damage or defects in material or workmanship.
- 2.1.7 Following the completion of the issuance of Owner's Purchase Order, the Owner shall issue to the Contractor a Change Order decreasing the Contract Sum by the total amount of the materials purchased directly by the Owner, including the value of all applicable sales or use tax.
- 2.1.8 The direct purchase of selected construction materials by the Owner through the issuance of the Design/Builder-prepared Owner Purchase Orders and the subsequent reduction of the Contract Lump Sum Amount shall not be construed as modifying or relieving the Contractor from any of its obligations under the provisions of the Contract, including but not limited to, coordination, performance, material handling, protection, storage, scheduling, guarantees and warranties for the materials purchased. The Contractor shall be responsible for expediting all materials purchased via the Owner's Purchase Orders.
- 2.1.9 The following is a preliminary listing of materials which the Owner MAY elect to purchase via Owner purchase orders (however, other materials may be purchased):

OFM ITEMS INCLUDED

END OF SECTION

**SECTION 01110
SUMMARY OF WORK**

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work covered under these specifications shall include, but is not limited to, furnishing all equipment and materials, except those materials furnished by the Owner; providing all labor, supervision, administration and management; and supplying all construction equipment, tools, machinery, construction facilities and temporary controls, transportation and other facilities and services necessary to produce the construction required by the Contract Documents, complete and ready for use.
- B. Location: The Work is within the limits of the Reedy Creek Improvement District, Florida, as indicated on the Project Drawings.
- C. Summary of the Work:

The purpose of the work is to install new LTHW supply and return piping to bypass an existing LTHW return pipe that has reached the point of failure. The new piping shall be routed between the Epcot Energy Plant and a point of connection on the main LTHW supply and return lines south of MVP-2. The installation will require all indicated excavation, backfill, surface restoration, jack and bore, piping, tie-ins, line labeling, and painting/coating as depicted in the Contract Documents. The improvements will consist principally of the following:

The improvements will consist principally of the following:

SCOPE OF WORK:

- 1. Provide all supervision, labor, materials and equipment required to install approximately 150 linear feet of above ground piping (S/R), 170 ft pipe sleeves (S/R) for the trenchless pipe installation, and 1,250 linear feet of low temperature hot water (LTHW) piping as depicted on the Contract Drawings. These listed quantities are approximations or estimates only and are not to be considered a plan quantity for bidding purposes. Contractor is required to provide adequate material quantities needed to construct the systems as shown within the plans.
- 2. Contractor shall obtain all required right of way permits from RCID.
- 3. In addition to other permits that may be required, provide all mechanical and/or plumbing permits (fee waived) as required by section 301.1 of the Epcot Building Code.
- 4. Contractor shall submit a crane plan describing the Crane Lift Plan and Crane Daily Safety Review to RCES Project Management for review and approval prior to crane mobilization. All plans shall include scaled site and elevation plans showing the crane location, adjacent buildings/structures, Disney's Monorail System and other significant obstructions within load swing radius. Indicate direction and span of swing. The Contractor is responsible to verify that the ground is capable of supporting the equipment and provide any support materials; blocking, mats, cribbing, marsh buggies (in marshes/wetlands) or similar (as defined within OSHA Title 29-Labor, Section 1926.1402-Ground Conditions) necessary for the crane lift.
- 5. Provide all surveying services through a third-party surveyor as specified in Specification Section 01721. The Contractor shall employ the services of AIM engineering & Surveying, Inc., Grant Fichter (239-284-1914). Contractor's work schedule may be constrained by availability of Disney Survey Department personnel.

6. Contractor shall employ the services of a third party entity that specializes in the flushing and cleaning of piping systems. Contractor shall be Astropak or approved equal. Flushing Contractor shall submit a plan for review and approval. Flushing activities will continue until all of the following conditions have been met:
 - a. All steps of the approved flush plan have been met
 - b. Iron content is less than 0.5 ppm
 - c. pH is between 7.2 and 7.8
 - d. Conductivity is between 260-280 mmhos (matches the ICW)
 - e. Acceptance by RCES Operations
 - f. Acceptance by RCES Mechanical Engineer
7. Contractor shall be aware of the presence of irrigation systems in their work area and report any damage or need for relocation to WDW Irrigation Department and RCES Project Management.
8. Contractor shall furnish an MOT plan that has been signed and sealed by a Professional Engineer licensed in the State of Florida. Plans will be reviewed and approved by RCID, RCES Project Management and by WDW Operations. Provide a copy to RCES Engineering for the record. The Contractor is responsible for providing all MOT plan provisions required for the safe execution of this scope of work.
9. Provide unit cost for demucking, including disposal and replacement with select fill.
10. The work area will be in a back-stage area. It may or may not be behind a construction fence provided by others. The work area and tasks shall be managed with sufficient controls to protect WDW Cast Members, as well as the general public who may transit the area. Areas and features not directly impacted by the scope of project shall be protected.
11. Coordinate with RCES Project management for scheduled access to existing systems and facilities.
12. Contractor shall verify all dimensions and elevations prior to the fabrication and installation of any work.
13. Contractor shall provide all silt fencing, temporary barriers, jersey barriers, as specified and/or as required or requested that are needed to properly secure the work areas. The basic requirements are referenced in the Contract Documents; however, provision for additional items as needed shall be provided by the Contractor as part of this scope of work. All items specified in these documents represent the minimum requirements and the Contractor shall provide additional requirements within their sole discretion to facilitate a safe work environment for the protection of their workers, Disney Cast Members and the general public.
14. Remove and temporarily relocate all signage that is within the work area and coordinate with RCES Project Management prior to excavation.
15. Demolition of existing paving and its replacement is included in this scope of work. Demolition shall be back to an existing expansion joint, if one is within 20ft of the trenching.
16. Contractor shall provide and handle all plate covers needed to accommodate the traffic flow(s) until work in the area affected has been completed.
17. Provide excavation, shoring, de-watering (as required), silt/runoff containment for all earthwork required by this scope of work. Spoils shall be managed on site and temporarily removed from the project site as conditions demand.
18. Contractor shall excavate an area as designated on the Contract Documents and in coordination with RCES Project Management for jack and bore equipment. Contractor shall provide provisions to protect equipment from water intrusion. This includes, but is not limited to, coordination with the irrigation system that covers the project site and ground water.
19. Provide temporary supports and/or blocking for excavations under existing piping and duct banks.
20. Comply with confined space entry and lock out/tag out safety requirements.
21. Comply with welding/fire watch and notification requirements.
22. Comply with breathing air requirements of OSHA for welding/soldering and duct controls.

23. Comply with open space requirements for the barricading of trenches and pits.
24. Temporary bell holes and trenches shall be barricaded at all times except for times and in areas where active work is being performed. Unprotected and open holes and trenches shall not be left unattended at any time.
25. Each pipe that is installed via jack and bore shall utilize both an entrance and exit pit with a depth that is in accordance with the civil profile sheets and manufacturer requirements for more information. Depths may be increased based on equipment used for the execution of this project.
26. Piping that is installed utilizing jack and bore or other similar methods shall be installed in such a way to prevent damage to the protection of the insulation and vapor seal using pipe rollers. Care shall also be exercised to support the pipe as it enters the carrier pipe/sleeve hole to prevent over stressing and/or pipe kinks.
27. Contractor shall have sole responsibility for all trenching, shoring, silt fencing and other erosion control measures, backfill and compaction.
28. The Mechanical Contractor for the overall site shall partially prepare the site to a condition sufficient to perform their scope of work. All work required for the pipe installation that occurs outside the project job site boundaries is the sole responsibility of the mechanical contractor.
29. Remove existing insulation to the extent necessary to allow the replacement of the piping and equipment.
30. Contractor shall provide high point vents and low point drains as indicated in the Contract Documents or as required for the draining, cleaning, and flushing plans.
31. Valves in field-routed lines shall be located to allow accessibility without ladders or other personnel elevators to the greatest extent possible. Where high access is required, location shall be chosen with regard to access means.
32. Existing pipes that are 2" and smaller shall be field modified by the Contractor as necessary to resolve interferences with new installation.
33. Provide hot taps and bag stops on low temperature hot water supply and return mains in locations shown throughout the contract documents. Provide all hot tap fittings, valves, vents and drains as shown or as required.
34. Provide all controls/interlink communication cabling between all pieces of equipment and associated PLCs.
35. Coordinate all patch panel locations for terminations with RCES Project Management, RCES Engineering and RCES Network Services.
36. Provide and install flow meters, transducers, impulse tubing electrical and instrument control wiring as indicated. Test and calibrate all instruments prior to chiller startup.
37. Provide bollards as shown on the Contract Documents.
38. Provide all pressure-testing, cleaning, pigging, excavation, backfilling, and surface restoration required to provide a complete project.
39. Pressure Test: Low temperature hot water carrier piping and hot tap nozzles shall be tested at 150 psig for 8 hours with no loss of pressure. The casing shall be tested with compressed air at 5 psig supplied by the existing pressurization system. All casing joints and field joints on the carrier piping that are not able to be otherwise tested shall be soap tested prior to closure and/or having the external coatings applied. Chart recorders furnished by RCES Project Management shall be used to verify compliance with these requirements. Piping must be tested prior to being tied into the existing system or connected to any equipment. Contractor shall provide all temporary air compressors, hoses, valves, and any other equipment required for testing.
40. Upon completion of the piping system, an electrical isolation test will be made by the Owner to determine if the piping system is shorted to any other system or structure. All shorts shall be located and corrected by Contractor and retested by the Owner.

41. Piping has been routed to allow for the installation of future utilities. Any deviation from the provided routing must be requested and approved by RCES in writing. Coordinate elevations with other utilities in the area.
42. Coordinate with the hardscape that will be installed in the same area as the LTHW piping.
43. Provide portable A-frame(s) or other means to support all of the hot tap and line stop equipment. Using the piping and adjacent building structures to support this equipment is strictly prohibited.
44. Piping shall not be supported by the equipment it is serving. All supports shall be installed such that pipe connections at equipment can be removed without the use of temporary supports.
45. Contractor is responsible to re-bed and backfill the existing pipe that is being reused and is exposed and disturbed to a depth of 12".
46. Restore all site conditions:
 - a. Remove temporary piping and other provisions implemented for the performance of this work
 - b. Provide a thorough cleaning of the area aboveground that was impacted by the performance of this work.
 - c. Provide all backfilling and surface restoration. This includes the replacement of all pavement and other hardscape impacted by the execution of this work. All Pavement and asphalt replacements shall match existing. Details are provided as part of these Contract documents for reference only. All painting including warning signs, stripping and/or any other feature shall be re-painted to match existing. Coordinate paint type, colors, styles, etc. with RCES Project Management prior to commencement of work. If the existing pavement and asphalt is painted beyond the areas that are scheduled for removal, the Contractor shall paint these areas so that all paint type, colors, styles, etc. match.
 - d. All spoils shall be removed from the site and properly disposed of. Replace all vegetation including turf that is located outside of the work boundaries, matching the existing, that was impacted by the execution of this work.
 - e. This project requires the temporary disruption of the boiler drain quench tank. The boilers are to remain operational throughout the project. Provide a mobile quench tank system to capture the drain water before discharging it to the sanitary system.

D. ADD ALTERNATE No.1

1. All work is identified as "Add Alternate No. 1" throughout the Contract Documents.
2. Provide an add to utilize the existing line stop fittings south and west of MVP-2, as well as to provide a new line stop fitting on the LTHWR pipe heading west out of MVP-2. This option shall be utilized if the existing valves in MVP-2 are unable to isolate the system in order for the piping near MVP-2 to be modified.
3. Demolish the existing sidewalk in the bus loop area and perform an excavation to expose the existing line stop fittings. Extend the MOT as needed.
4. Coordinate the installation of line stops with TEAM, Inc.
5. Backfill and restore the hardscape once all work within MVP-2 has been completed and the line stops have been removed.

1.02 WORK BY OTHERS

A. N/A

1.03 WORK SEQUENCE

General

1. Perform field verification of all dimensional data provided and field coordinate the installation of all the elements and systems that are associated with this project.
2. Report any dimension and/or elevation deviations from the plans to the Engineer of Record (EOR).
3. Coordinate with RCES Operations, RCES Project Management, and Epcot Operations the sequence

- and phasing of the installation of this work.
4. Schedule/coordinate any mechanical shutdowns and demolition work with RCES Operations and Epcot Park Operations.
 5. Demolish and remove all components scheduled for demolition from the project site. Refer to Contract Documents for limits of removal.
 6. Prefabricate piping and supports and install in the agreed sequence.
 7. Form and pour concrete foundations for pipe supports in advance of piping installation.
 8. Install the piping in the agreed to sequence until all new piping has been installed, cleaned, and tested. Each time a new pipe segment is connected to a previously installed new pipe segment, the entire length will be tested so that every new pipe joint is tested to the full test pressure (150 psig), except for the final tie-in.
 9. The work shall be conducted in multiple phases. The scope of each phase shall be completed and approved prior to the initiation of the subsequent phase. Where possible, work activities within a phase may be conducted concurrently or out of the listed sequence.
 10. Flush all new piping prior to placing it into service. Coordinate the flushing plan with RCES Project Management and the RCES chemical treatment vendor. No low temperature hot water shall enter the new piping until after flushing.
 11. No outage for low temperature hot water service is anticipated as part of this project. Low temperature hot water service to the park shall not be interrupted at any time due to construction activities.
 12. Disruption to employee use of the Epcot Energy Plant (EEP) parking lot, cast parking lot, and executive parking lot shall be minimized. Work areas and phasing have been defined so that parking lot access is always maintained.

Phase 1:

1. Establish work area boundaries in the EEP parking lot, north of Bore Pit #1 in the contract documents. Use of the EEP parking lot in the area of Bore Pit #1 shall be maintained during this phase.
2. Field-verify the location of all existing utilities within the work area. Report any conflicts with the locations of the existing utilities and proposed pipe routing to RCES Project Management and the EOR.
3. Demolish existing hardscape and dig trenches along the routing established in the contract documents. Provide shoring and supports as needed. Remove spoils from excavation off site, coordinate disposal with RCES Project Management.
4. Install horizontal sections of the new pre-insulated piping in the established work area per the contract documents and weld each section to each adjacent section.
5. Install pre-insulated riser sections near exterior of the eastern wall of the EEP according to the contract documents. Weld riser sections and pipe elbows to the horizontal piping and install a blind flange at the top of the pipe riser section.
6. Once the riser section and horizontal piping sections have been installed, install the anchor plate and pour the anchor block at the location established in the contract documents.
7. Have all welds inspected by a third-party reviewer and perform a pressure test. Provide the results of the pressure test to RCES Project Management the EOR for approval.
8. Once the pressure test has been approved, protect all pipe openings, backfill the trench, and restore hardscape to prescribed condition.
9. Clean the work area and bring the affected area of the EEP parking lot back into service.

Phase 2:

1. Establish work area boundaries around proposed Bore Pit #1, Bore Pit #2, and along the pipe routing in the cast parking lot according to the contract documents. Maintain as much use of the EEP parking lot and cast member parking lot as possible.
2. Field-verify the locations and elevations of all buried utilities within the established work areas. Perform an exploratory dig to confirm the bottom of the existing 12 KV duct bank which intersects the proposed pipe routing. Report any conflicts with the locations of the existing utilities and proposed pipe routing to

- RCES Project Management and the EOR.
3. Demolish hardscape and excavate each bore pit and trench. Provide shoring and supports as needed. Remove spoils from excavation off site, coordinate disposal with RCID.
 4. Place bore machine in Bore Pit #2, and perform jack and bore to install 36"Ø pipe casings across Overpass Rd.
 5. Once the pipe casings have been installed, install each section of new 24"Ø piping within the new pipe casings. Weld each section of pipe prior to entry into the pipe casing. Have each weld inspected by a third-party reviewer.
 6. Once the piping has been installed in the pipe casing, fabricate new pipe risers, and install in each bore pit. Weld each pipe riser to the new 24"Ø piping at the bottom of each bore pit. Have each weld inspected by a third-party reviewer.
 7. Install new 24"Ø piping and route it south through the cast parking lot based on the routing and elevations specified in the contract documents.
 8. At the location specified in the contract documents, install two 90-degree elbows and route the piping west up to the existing fence line. Wrap the elbows with 3" thick and 20' long foam expansion bolsters on each side of each pipe and secure the pads to the pipes with duct tape. Bolsters shall be positioned on the pipes such that they compensate for thermal expansion and contraction. Review all locations with RCES project management prior to backfill.
 9. Once all piping has been installed, pressure test the piping and submit the results of the test to RCES Project Management and the EOR for approval. Protect all pipe openings until connections have been made in future phases.
 10. Upon approval of the pressure test, backfill the excavation pit and trench, then restore hardscapes to the prescribed condition.
 11. Clean up the work areas, bring the EEP and cast parking lot back into service.

Phase 3:

1. Establish work boundaries in the southeast portion of the executive parking lot and the storage area along the pipe routing in the contract documents. Maintain use of the executive parking lot as much as possible.
2. Coordinate the removal of all equipment in the storage area with the Epcot park and all necessary parties.
3. Field-verify the locations of all buried utilities within the established work area. Report any conflicts with the locations of the existing utilities and proposed pipe routing to RCES Project Management and the EOR.
4. Remove existing fence along the proposed pipe routing. Demolish hardscape and excavate trench within the work area. Remove the spoils from the excavation off site and coordinate disposal with RCES Project Management.
5. Install horizontal sections of the new pre-insulated piping in the established work area per the contract documents and weld each section to each adjacent section.
6. Have all welds inspected by a third-party reviewer and perform a pressure test. Provide the results of the pressure test to RCES Project Management and the EOR for approval.
7. Once the pressure test has been approved, protect all pipe openings, backfill the trench, and restore hardscape to prescribed condition.
8. Replace all fencing that was removed prior to excavation.
9. Clean the work area and bring the affected area of the executive parking lot back into service.

Phase 4:

1. Establish work boundaries in the southwest portion of the executive parking lot and the storage area along the pipe routing in the contract documents. Maintain use of the executive parking lot as much as possible.
2. Field-verify the locations of all buried utilities within the established work area. Report any conflicts with the locations of the existing utilities and proposed pipe routing to RCES Project Management and the EOR.
3. Remove fencing along the proposed pipe routing specified in the contract documents.
4. Demolish hardscape and excavate trench along the pipe routing that is specified to be below grade as

- established in the contract documents. Remove spoils from excavation and transport off site. Coordinate disposal with RCID.
5. Install horizontal sections of the new pre-insulated piping along the established routing in the contract documents and weld each section to each adjacent section.
 6. Install new 90-degree elbows and route the piping up to the elevation specified in the contract documents.
 7. Install new manual air vents in the piping at the higher elevation as specified in the contract documents.
 8. Install isolation valves, flushing taps, and an anchor point at the lower elevation as specified in the contract documents.
 9. Install new concrete boxes for manual air vents and isolation valves with removable covers for future access.
 10. Have all welds inspected by a third-party reviewer and perform a pressure test. Provide the results of the pressure test to RCES Project Management and the EOR for approval.
 11. Once the pressure test has been approved, protect all pipe openings, backfill the trench, and restore hardscape to prescribed condition in all areas except over the new 12"Ø flushing taps. Restore fencing that was removed.
 12. Clean the work area and bring the affected area of the executive parking lot back into service.

Phase 5:

1. Establish work boundaries within the bus loop area along the pipe routing specified in the contract documents.
2. Field-verify the locations of all underground utilities and report any conflicts with the proposed pipe routing and the existing utilities to RCES Project Management and the EOR.
3. Demolish hardscape and excavate pit at the proposed tie-in locations south of MVP-2 as specified in the contract documents.
4. Install new sections of pre-insulated piping below grade. Route the piping towards the proposed tie-in location. Weld each section to adjacent pipe sections and support the piping as needed on grade.
5. Coordinate with RCES Project Management to close the existing LTHW valves at MVP-2 prior to connecting the new piping to the existing pipeline.
6. Utilize the existing line stop fittings on the existing LTHW supply and LTHW return piping which are south of the proposed tie-in location. After the lines are isolated, route the new piping to the new connections on the existing LTHW piping.
7. Coordinate any shutdowns with RCES Project Management.
8. Once all the piping has been installed, have all welds inspected by a third-party reviewer and perform a pressure test. Provide the results of the pressure test to RCES Project Management and the EOR for approval.
9. Once the pressure test has been approved, utilize the new 12"Ø flushing taps near the cast services building to flush the newly installed piping. Coordinate flushing and drainage plan with RCES project management and the RCES chemical treatment vendor.
10. Once flushing operations have been completed, open the LTHW valves at MVP-2 and remove the line stops south of the tie-in location. Backfill all remaining areas and restore hardscape to prescribed condition.
11. Clean up the work area and bring any remaining areas of the bus loop back into service.

Phase 6 (Plant Work):

1. This work can occur concurrently with all work after Phase 1.
2. Provide temporary quench tank and temporary piping to serve one of the existing boilers which shall remain in service during the modification of the potable water piping for the existing quench tank. Place the temporary quench tank into service and shut down the boilers that are not connected to the quench tank. Coordinate the LTHW service outage with Epcot and RCES.
3. Isolate the existing quench tank with the existing isolation valves and remove existing potable water piping that will conflict with the routing of the new LTHW supply piping.
4. Disconnect the existing industrial cold water quick fill pipe and prepare existing pipe for connection of

- new flanged 24" LTHWS pipe.
5. Install new industrial cold water piping for the existing quench tank and route the piping so that it does not conflict with the new LTHW supply piping. Once all new piping has been installed, have all welds inspected by a third-party reviewer and perform pressure test. Submit the results of the pressure test to RCES Project Management and the EOR for approval.
 6. Once the pressure test has been approved, place the existing quench tank back into service. Disconnect and remove the temporary quench tank and temporary piping, place all boilers back into service.
 7. Install new 24"Ø line stop and isolation valve in existing LTHW supply piping in the EEP MVP at the location specified in the contract documents.
 8. Remove insulation, jacket, and blind flange from the existing LTHW supply piping underneath the EEP as shown in the contract documents. Connect the new LTHW supply piping to the existing piping to the existing pipe flange.
 9. Install new 90-degree elbow and new pipe riser section for the new 24"Ø LTHW supply piping up to the elevation specified in the contract documents.
 10. Install new 90-degree elbow at the top of the pipe riser to route piping horizontally along the north interior wall of the EEP, then towards the eastern wall as shown in the contract documents. Support piping from the existing structure as needed.
 11. Remove jacket, insulation, and blind flange from the existing isolation valve on the 24"Ø LTHW return header at the south end of the EEP.
 12. Connect new LTHW return piping to the existing LTHW return isolation valve and route the piping toward the eastern wall as shown in the contract documents.
 13. Install new butterfly valves in the supply and return piping at the eastern wall as shown in the contract documents. Provide pull chain and coordinate chain keeper location with RCES Project Management.
 16. Install two (2) new 24"x24"x12" tees in the new LTHWR piping with a 12"Ø isolation valve in each tee to allow for the installation of a new combination air/dirt eliminator.
 17. Penetrate the eastern wall of the EEP at the location shown in the contract documents and install new pipe risers on the exterior of the EEP. Connect the new pipe risers between the piping inside of the EEP.
 18. Install a new 24"x16" tee in each new pipe riser with 16"Ø butterfly valves at the elevation specified in the contract documents.
 19. Install a new line stop fitting in the existing 3"Ø piping for the existing expansion tank.
 20. Isolate the expansion tank and demolish the existing piping up to the point of isolation. Once the existing piping has been removed, install new 3"Ø piping to connect to the new 24"Ø LTHWR piping, upstream of the new combination air/dirt eliminator.
 21. Once the new connection between the existing expansion tank and the new LTHWR piping has been made, remove the 3"Ø line stop for the expansion tank.
 22. Remove the blind flanges installed on the above grade piping in Phase 1 and install transition to pre-insulated pipe as specified in the contract documents. Connect the new pipe risers to the piping installed in phase 1.
 23. Have all welds inspected by a third-party reviewer and conduct pressure test for the new LTHW piping. Send the results of the pressure test to RCES Project Management and the EOR for approval.
 24. Once the pressure test has been approved, externally insulate all uninsulated above ground piping inside and outside of the EEP with jacketing as specified in the contract documents.
 25. Install new flow meter in the new LTHW supply piping. Install a new BTU meter within the EEP at the location specified in the contract documents.
 25. Coordinate the flushing & drainage plan with RCES Project Management and the RCES chemical treatment vendor, and flush the new piping.
 26. Open new valves within the EEP and at the tie-in location south of MVP-2 and place the new LTHW loop into service.
 27. Clean up the work area within the EEP.

Phase 7 (Termination of Existing Piping and Grouting):

1. Establish work boundaries within the Test Track area north of MVP-2 and south of MVP-1, along the

- routing of the existing underground utilities.
2. Field verify the locations of all underground utilities and report any conflicts with the proposed excavation depth and location to RCES Project management and the Engineer of Record.
 3. Demolish hardscape and excavate pits to expose existing LTHW supply and return piping.
 4. Close the existing valves for the existing LTHW return piping at MVP-1 and MVP-2.
 5. Install new anchor block on the LTHW supply and return piping south of the branch connections to the Space 220 restaurant as indicated on the contract documents.
 6. Cut the existing LTHW return piping in the pit south of MVP-1 and move temporary drainage pump on site. Connect drainage pump to new pipe opening on the section of piping that is to be abandoned and cap the existing piping that is to remain as specified in the contract documents.
 7. Remove a portion of the existing LTHW return piping in the pit north of MVP-2 and install new 90-degree elbow for the existing LTHW return piping to remain. Connect the new elbow between the existing LTHW return piping routed west out of MVP-2, and the piping routed south out of MVP-2. Cap the open end of the existing LTHW return piping to be abandoned and install new grout injection piping.
 8. Once the piping that is existing to remain has been capped, open the existing valves at MVP-1 and MVP-2 to place the LTHW return piping loop back into service.
 9. Route drainage hose to the existing drains in MVP-2 and use the existing sump pump to drain the LTHW piping to be abandoned to sanitary.
 10. Once the pipe has been fully drained, disconnect the drainage pump and cap the open ends of the existing piping. Install new grout vent piping on new cap for the piping being routed south towards MVP-2.
 11. Move grout mixing truck on site and locate it near MVP-11.
 12. Begin mixing the specified grout solution in the contract documents.
 13. Close the existing isolation valve and install new grout injection piping and cap on the existing LTHW return piping in MVP-11 west of the isolation valve.
 14. Once mixing is complete, connect hose from grout mixing truck to new injection point piping. Install pressure gauge in-line with the hose and piping.
 15. Begin grout filling the existing LTHW return piping, allow air to be removed through the existing vent at the pit south of MVP-1 for the LTHW return piping.
 16. Once the pipe has been half-way filled, disconnect the grout filling hose and permanently cap the new injection piping.
 17. Connect the hose from the grout mixing truck to the grout injection point north of MVP-2 and resume grout filling the LTHW return piping between the point indicated on the grout plans south of Project 220, to be abandoned.
 18. Once the LTHW return pipe is completely filled, allow the grout mixture to fully cure and disconnect the hose from the injection piping. Permanently cap the remaining vents and injection points for the abandoned piping.
 19. Repeat steps 4-17 of Phase 7 for the LTHW supply piping to be abandoned as specified in the contract documents.
 20. Backfill the pit and restore the hardscape to the prescribed condition.
 21. Clean up work area.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 ALLOWABLE WORK HOURS

- A. Subject to the following restrictions, there are no limits on allowable work hours.
 - 1. Notify Owner's Representative a minimum of 48 hours in advance when Contractor desires to work outside of the hours of 7:00 a.m. to 5:00 p.m. on Monday through Friday, or any time on Saturdays, Sundays, or holidays.
 - a. Procedures for such notification will be developed jointly by Contractor and Owner's Representative with consideration of efficient field practice. If, in the sole judgment of Owner's Representative, such joint development is not satisfactory, Owner's Representative may elect to institute such formal or informal notification procedures, as it may deem required.
 - b. Upon receipt of proper notification from Contractor, Owner's Representative will make a determination as to whether Contractor's proposed after-hours/weekend activities are permissible.
- B. Owner's Representative reserves the right to place further restrictions on any activities which might, in Owner's Representative's sole determination, interfere with the Walt Disney World Resort operations or Reedy Creek Improvement District requirements, including requiring close coordination with Walt Disney World Resorts operations staff.
 - 1. Where such imposed restrictions preclude certain activities of Contractor within the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, Contractor shall only be entitled to its remedies under Article 8 of the General Conditions of the Contract for Construction in those cases wherein the restriction was not identified by Owner's Representative a minimum of 14 calendar days in advance of the scheduled date of commencement of that activity (where scheduled date shall be defined from the most recently-submitted approved Schedule Update as defined in Section 01325).
 - 2. In its preparation of the Contract Schedule, Contractor shall clearly identify any of its proposed activities or operations which may affect the operations of the Walt Disney World Resort or the Reedy Creek Improvement District, so that Owner's Representative may have the opportunity to advise Contractor of any restrictions on those activities or operations which it may be required to enforce in a timely enough manner to allow Contractor to implement efficient response to such restrictions.
 - 3. In addition, Contractor shall limit the hours of certain of its activities as may be required to avoid interruption of or interference with the work of Separate Contractors, pursuant to its coordination obligations under the Contract.

1.02 JOB SITE ACCESS LIMITATIONS; PARKING

- A. Instruct office personnel, workers and those making deliveries that the only allowable access and egress to the Job Site will be that established by the Owner's Representative. Be responsible for enforcing compliance with this requirement by Contractor's own forces, its suppliers, its subcontractors and their suppliers.
 - 1. Contractor represents that it has examined the job site and all Contract Documents appertaining to the aforementioned restrictions and conditions thereof, and all costs associated with compliance with same are included in the Contract Sum.
- B. Worker parking: All worker parking shall be restricted to designated off-site parking facility(s). Do not allow any parking of private (worker) or other non-working vehicles within the job site at any time without prior approval from Owner's Representative.

1. Contractor shall be responsible for enforcing proper discipline and good order from its workers while using the designated off-site parking facility(s);
 2. Owner's Representative reserves the right to back-charge Contractor for any clean-up or other maintenance efforts on its part, which, in its sole determination, exceed reasonable standards for such a facility. This shall include any costs for vandalism or other damage to the existing facilities attributable to Contractor's workers.
 3. Do not allow worker or other vehicles to park on any streets within the Reedy Creek Improvement District.
- C. Worker Transportation: Provide and pay for any required provisions for all transportation of workers between the job site and designated off-site parking facility(s).
1. Contractor shall provide evidence of its having made such provisions prior to the start of on-site operations. Additionally, Contractor is advised that Reedy Creek Improvement District will not issue a building permit without evidence of proper provision having been made for worker transportation.
 2. Owner's Representative will not make any provision for transportation of workers to the job site.
- D. Vehicular traffic into the work areas of the job site shall be limited to those vehicles required to deliver labor or materials or to actively support job site operations. Vehicles not actively supporting job site operations will not be permitted to remain within the work areas of the job site.
1. Contractor shall submit a plan specifically delineating on-site working vehicle parking for Owner's Representative's approval prior to commencement of on-site operations.
 - a. Owner's Representative will determine, after review of Contractor's submittal and conference with Contractor, which vehicles will be permitted access to the work areas of the job site.
 - b. Any oversize vehicle activity shall be coordinated with the Owner's Representative and Reedy Creek Improvement District.
 2. On-site parking of bona fide working vehicles is a privilege and not a condition of this Contract. Contractor's inability to park such vehicles on-site for any reason, including but not limited to lack of sufficient space due to Contractor's operations or revocation of privilege for cause by Owner's Representative, shall not constitute a violation of the terms of the Contract nor shall it be cause for additional cost to Owner.
 - a. Owner's Representative reserves the right to revoke the privilege for cause if Contractor fails, in the sole determination of Owner's Representative, to properly manage or control the on-site working vehicle parking operation to the extent that safety, access by Separate Contractors or compliance with Attachment C are in any way jeopardized.
 - b. Damage of any kind to Contractor's vehicles shall not be the responsibility of Owner's Representative nor cause for claim (excepting only those cases where such damage is indisputably and demonstrably the result of Owner's Representative's direct actions). All responsibilities associated with the privilege of on-site parking shall be entirely Contractor's to bear.
 3. Vehicles shall not be used within designated wetland areas.
- E. The Contractor is responsible for the routing of all construction personnel and traffic required in the performance of the Work and shall ensure compliance with any special instructions pertaining to such routing as established by the Owner's Representative.
- F. All existing streets/roads shall remain open to traffic at all times. All roadway accesses shall be kept free and clear of construction debris and dirt.

1.03 MATERIAL AND EQUIPMENT STORAGE LIMITATIONS; DELIVERIES

- A. Available space for storage by Contractor within the job site will be limited, and any on-site storage by Contractor will be subject to the approval of Owner's Representative.
 - 1. Contractor shall submit a plan for more specific delineation of or any requested additional storage or lay-down area for Owner's Representative's approval. Approval for storage or lay-down areas may be withheld at Owner's Representative's sole discretion.
 - 2. If the privilege of use of the job site for storage or lay-down is revoked by Owner's Representative for cause of Contractor's abuse of that privilege or violation of any applicable requirements of the Contract, other arrangements shall be made by Contractor at no additional cost to Owner.
 - 3. On-site storage of materials or equipment shall be limited to:
 - a. Those items which will be incorporated into the Work within the next 24 hours, which may be staged immediately adjacent to the applicable work area.
 - b. Those items which will not be incorporated into the Work within the next 24 hours shall be staged within the lay-down/staging areas. The lay-down/staging area shall be maintained in a neat and clean manner in accordance with the site cleanliness requirements of the Contract Documents.
 - 3. Contractor shall obtain and pay for any additional storage or work areas needed for its operations in the performance of the Work.
 - 4. Contractor represents that it has reviewed Drawings, and examined the job site and the designated areas for parking, storage and delivery made available for its use, and confirms that same are satisfactory and sufficient for its needs, or that such off-site accommodations have been made by Contractor as it may have determined to be required to perform the Work.
- B. Deliveries:
 - 1. All deliveries to the job site must be scheduled a minimum of 48 hours in advance with Owner's Representative.
 - 2. Contractor shall assign personnel to meet all deliveries at the job site and to assist or direct deliveries to their appropriate destination within the job site.
 - 3. Noncompliance with these requirements shall be cause for Owner's Representative to reject a delivery at the job site, and such rejection shall cause no additional cost to Owner.
 - 4. Supply materials to the job site on an as-needed basis during installation.
 - a. Unless explicitly otherwise approved by Owner's Representative, only those materials scheduled for installation within 48 hours of delivery shall be delivered to the job site. Deliveries not so scheduled or approved may be rejected at the job site. Any delays or additional costs resulting from a rejected delivery shall be the responsibility of Contractor.
 - b. Contractor shall make any required arrangements for appropriate labor and equipment to receive and unload deliveries as promptly as possible.
 - c. Should job site conditions require installation of materials directly from the delivery vehicle, same shall be included in the Contract Sum.
- C. Perform all deliveries and storage operations in such a manner that they in no way hinder the operations of Separate Contractors or Contractor's own operations. The special efforts required from Contractor to accomplish same may include frequent small-scale deliveries of materials to the job site, detached on-site stockpiling and/or staging areas and restricted equipment access.

1. Contractor shall cooperate and coordinate with Owner's Representative and all Separate Contractors regarding the delivery, placement and storage of materials and equipment in order not to obstruct work or passage areas.
 2. Contractor shall not block any roadways, including temporary roads within the job site, with trucks, equipment or materials without prior approval from Owner's Representative.
 3. Contractor shall identify, in coordination with Owner's Representative, sufficient short-term lay-down space for expeditious off-loading and management of deliveries.
 4. Contractor shall move stored materials or equipment which interferes with operations of Owner's Representative and/or Separate Contractors, as directed by Owner's Representative, at no additional cost to Owner.
- D. Perform all on-site inventorying, inspection, storage, transportation as required, and safekeeping of all materials and equipment utilized in the performance of the Work.
1. Cranes shall be boomed down at the end of each workday and during periods of inactivity during the workday.
 2. Labels, nameplates and company logos on equipment which are visible from outside the construction fence are not permitted.
 3. All equipment shall be properly grounded at all times.
 4. Contractor shall not load any part of an existing structure or a structure under construction with loads that may damage or endanger the stability or soundness of that structure or adjacent structures.

1.04 MAINTENANCE AND PROTECTION OF EXISTING IMPROVEMENTS

- A. Except as otherwise explicitly indicated on Drawings or called for in the Specifications, do not cut, alter, remove or otherwise disturb any existing improvement or construction or disturb any existing utilities without the approval of Owner's Representative.
- B. Upon completion of the Work, deliver all existing improvements or construction complete and undamaged. Existing improvements or construction disturbed or removed as a result of performing the Work shall be patched, repaired, reinstalled, or replaced with new work, refinished and left in a condition equivalent to that which existed prior to commencement of the Work.
- C. Where existing construction scheduled to be modified, extended or otherwise reused is found to be defective in any way, it shall be so reported to Owner's Representative before it is disturbed.
- D. Materials and workmanship used in restoring existing work shall conform in type and quality to that of the original existing construction, except as otherwise indicated on Drawings or identified in the Specifications.
- E. Verify the location of all existing utilities or obscured existing improvements or construction indicated on Drawings to be proximate to or affected by the Work prior to commencement of excavation or demolition in any given area.
- F. Whenever possible, schedule operations so that there will be no service interruptions of any existing systems.
 1. Whenever service interruptions are determined, in coordination with Owner's Representative, to be necessary, Contractor shall secure the written approval of Owner's Representative and jurisdictional agencies in a minimum of 5 days in advance as to the time and date such interruptions will be permitted.
 2. Contractor shall return all interrupted services back to operation as soon as possible, including the employment of any overtime or other extended operations, at no additional cost to Owner.

3. Where Work includes connection to or requires interruptions of any existing Reedy Creek Improvement District utilities, only the Owner's Representative's personnel are permitted to de-energize any power service or close any valves to temporarily shut down affected Reedy Creek Improvement District utilities. Contractor shall notify Owner's Representative in writing a minimum of 48 hours in advance when its operations require such a shutdown, and immediately notify Owner's Representative when connection work is completed. Only the Owner's Representative's personnel are permitted to re-energize shut-down power services or re-open any closed valves within Reedy Creek Improvement District service areas.
 - G. Immediately restore to service and repair any damage caused by it to any existing utilities which are not scheduled for removal, discontinuance or abandonment, or which have not been released by Owner's Representative and jurisdictional agencies for removal, discontinuance or abandonment, even if so scheduled.
 - H. Remove, re-route, reinstall, modify as required and immediately restore to service any existing utilities as may be necessary to perform the Work.
 - I. Create no open cuts or other obstacles on public roadways or the construction access roads (once established and in use) without explicit approval of Owner's Representative. Authorized cuts must be bridged to permit traffic to continue without delay or hindrances. Any work that must be performed which may result in delays to public traffic or the rerouting of traffic must be coordinated with and approved in writing by Owner's Representative.
- 1.05 CONDITIONS OF CONTRACTOR USE OF JOB SITE AND ADJACENT PREMISES
- A. Confine operations at job site and adjacent premises to those areas permissible by:
 1. Applicable laws and ordinances.
 2. Applicable permits.
 3. The Contract Documents.
 - B. Comply with Owner's Representative's requirements relating to:
 1. Access and egress restrictions and procedures as defined herein.
 2. Prohibition against possession of any and all firearms or other weapons.
 3. Prohibition against possession of alcohol or illegal drugs.
 4. Restrictions regarding proper transportation of workers.
 5. Owner's Representative's right to conduct security inspections of:
 - a. Storage facilities.
 - b. Vehicles.
 - c. Tool boxes and lunch pails.
 6. Fire safety.
 7. Weather emergency preparedness and response.
 8. Construction safety. The strictest interpretation of the safety rules shall apply. OSHA shall be incorporated into Contractor's project-specific safety policy.
 9. Such other rules and procedures as Owner's Representative may deem necessary to establish from time to time for its entire property, the job site or the Project.

- C. Worker food service and accommodations:
 - 1. Contractor shall establish lunch and break areas for its workers within the job site in the immediate work area(s), subject to approval by Owner's Representative.
 - 2. No construction personnel will be allowed to enter the areas used by guests or employees of the Walt Disney World Resort. Any worker found outside the designated job site area will be subject to immediate discharge or prohibited from further employment on the job site.
 - 3. No permanent or fixed lunch/break areas or kitchen/dispensing facilities will be permitted within the job site.
 - 4. It shall be the Contractor's responsibility to arrange for any mobile commercial food service vendors it may require, and to ensure that all applicable regulatory requirements and non-OCIP insurance coverage are complied with by same. Contractor shall enter into a written contract with whatever such vendors it elects to make use of, and shall provide evidence of same to Owner's Representative upon request. Contractor shall make arrangements on behalf of all of its Subcontractors, and shall not permit its Subcontractors to directly contract with or otherwise arrange for such vendors independently. To the extent possible, a single such vendor shall be contracted with to accommodate all of Contractor's and its Subcontractors' operations.
 - 5. Access to the job site by mobile commercial food service vendors may be regulated or prohibited by the Owner, at its sole discretion.
- D. Enforce strict discipline and good order among employees and other workers related to the performance of the Work. Under no circumstances will behavior offensive to Walt Disney World Resort guests, local residents or the general public be tolerated, and Contractor shall immediately remove and further ban from the job site any persons failing to comply with this standard.
- E. Ensure that personnel are always properly dressed with OSHA-approved clothing and safety gear. All personnel shall wear hard hats, proper work shoes, shirts with sleeves and long pants at all times while on the job site, with the exception that within office trailers hard hats will not be required to the extent permissible by OSHA regulations.
 - 1. Owner's Representative reserves the right to refuse access to the job site any person not properly equipped as defined above.
 - 2. Contractor shall maintain in a convenient location in its job site office trailers a sufficient stock of hard hats to equip its authorized visitors and up to five additional of Owner's Representative's personnel at all times.
- F. Do not employ in the performance of the Work:
 - 1. Unfit persons.
 - 2. Persons not skilled in assigned tasks.
- G. Noise control:
 - 1. Use "whisperized" construction equipment. Selection of equipment shall be based on minimizing noise; gasoline or diesel powered equipment shall be provided with proper mufflers for noise abatement, including all trucks.
 - 2. Contractor shall schedule work of extreme noise levels as directed by Owner's Representative.
 - 3. Noise levels shall be within those levels acceptable to authorities having jurisdiction.
 - a. The requirements as stated on Drawings shall be complied with at all times.
 - b. All transient and/or delivery equipment or vehicle shall be made to comply.

- c. To the extent that applicable regulations permit the use of visible warnings in lieu of audible warnings on vehicle or equipment, Contractor shall utilize only visible warnings.
 - H. Protection and emergency response: Pursuant to the provisions of Article 10 of the General Conditions, take all appropriate actions and implement such procedures as may be required to protect the public (including the employees of the Walt Disney World Resort and adjacent businesses) and construction workers (whether its own or those of Separate Contractors) from danger of damage or injury resulting from the performance of the Work.
 - 1. Whenever, in the sole judgment of Owner's Representative, an emergency situation exists as a result of Contractor's operations against which Contractor has not taken adequate and timely precautions to avoid such a danger, Owner's Representative reserves the right to take immediate remedial action to mitigate such a danger to the extent that Owner's Representative may have the ability and opportunity to identify such a danger.
 - 2. The costs of any such remedial action by Owner's Representative and any resultant delays (or costs associated therewith) shall be for Contractor's account, even if Owner's Representative has not made such notices as may be required for work on Contractor's account elsewhere in the Contract Documents.
 - I. Environmental regulations:
 - 1. Identify and comply with all current state and federal rules applicable to hazardous materials used in the performance of the Work.
 - 2. Identify and comply with all current state and federal rules applicable to hazardous waste generated in the performance of the Work.
 - 3. Identify and comply with all current rules applicable to materials, methods and equipment used in the performance of the Work.
 - 4. Identify and comply with all current federal EPA Clean Water Act and Florida Department of Environmental Protection regulations applicable to materials, methods and equipment used in the performance of the Work.
 - J. Do not allow photography on or about the Job Site of the Project without first obtaining Owner's Representative's approval and a photo identification badge.
- 1.06 TEMPORARY FENCING
- A. When required by the Contract Documents, temporary orange polyethylene barrier fencing shall be provided and maintained along the boundaries of all designated tree preservation areas. The Contractor shall not disturb the trees or vegetation within designated tree preservation areas unless directed otherwise by the Owner's Representative.
 - B. Said fencing shall be provided and maintained along jurisdictional wetland buffers excluding those wetlands (if any) to be removed under this Contract.
 - C. The Contractor shall inspect all such temporary fences daily and shall immediately make necessary repairs to any damaged or improperly functioning fences.
- 1.07 PERMITS AND PERMIT FEES
- A. All Permits required for any part of the Contractor's Work (except those permits obtained directly by the Owner, as further enumerated below) shall be procured and paid for by the Contractor. This shall apply also to those permits required to be obtained by the Contractor in the name of the Owner or its Owner's Representative for the Owner's or Owner's Representative's own temporary construction office facilities, if

any. The costs for the required permits (except those permits obtained directly by the Owner or the Owner's Representative) are included in the Contract Sum.

- B. The following permits will be obtained directly by the Owner or its Owner's Representative (if necessary):
1. ACOE – Dredge and Fill Permit.
 2. SFWMD – Surface Water Management Permit.
 3. FDEP – Waste Water Transmission Systems Permit.
 4. FDEP – Public Drinking Water Systems Permit.
 5. NPDES – EPA Environmental Permit.
- C. A RCID "Right of Way Utilization Permit", if required, shall be obtained by the Contractor, at its sole expense, prior to commencement of any excavation.

1.08 SURFACE WATER MANAGEMENT AND ENVIRONMENTAL CONTROLS

- A. The Contractor shall provide and maintain all necessary erosion control in accordance with the drawings and Specification Section 01575.
- B. The Contractor shall be responsible for all stormwater runoff control efforts, inclusive of providing protection of areas receiving stormwater runoff, in accordance with any applicable regulations and codes.
- C. The Contractor shall furnish, install and maintain, at no additional cost to the Owner, all necessary surface protection, such as temporary retention basins, silt screens, diapers, jute mesh, filter fabric, sandbags, etc., for turbidity control and to prevent erosion and surface degradation. The Contractor shall be responsible for repairing and/or replacing any and all damage of the erosion protection devices caused by its Work.
- D. The Contractor shall be responsible for removal of erosion control devices as directed by the Owner's Representative. Erosion control devices shall not be removed until all relevant parties representing the Owner and all other authorities having jurisdiction have agreed that such removal is permitted.
- E. The water quality within the various bodies of water located on the Owner's property is regularly monitored and compliance with environmental standards is rigidly enforced. The Contractor is advised that should any of the Owner's ponds, lakes or canals, (or those of adjacent landowner's) become contaminated due to the Contractor's actions or inaction, the cost to flocculate, or clean by any means as may be required, shall be paid for by the Contractor.
- F. Stormwater Pollution Prevention Plan shall be prepared by the Contractor, if required.

1.09 UTILITY LOCATE TICKETS

- A. In accordance with Florida "Underground Damage Prevention and Safety Act" (Chapter 556, Florida Statutes) as administered by Sunshine 811 of Florida, no any entity or individual responsible for any project involving excavating, grading, penetration, or disturbance of the earth's surface, inclusive of jack and boring, pile-driving, directional drilling, trenching and pipe bursting, within the District shall commence such work within the District until that entity/individual has submitted a Locate Ticket request to Sunshine 811 and received clearance from the affected utilities. Refer to <http://www.sunshine811.com/>.
- B. There are two types of utility locate requests:
1. Standard Locate requests
 - Used when no portion of the excavation will be underwater
 - Must be submitted between 7:00 AM and 4:00 PM, Monday through Friday, excluding

weekends and holidays

- Request must be submitted a minimum of two (2) full business days before excavation. If the excavation site is in an area that is underwater, the request must be submitted 10 full business days before excavation.
 - a. Submit request to Sunshine 811. notification system
 - i. Call **811** or enter the request via the internet at:
<http://www.online811.com>
 - ii. Write down the Sunshine 811 locate ticket number
 - b. Call the Reedy Creek Energy Services (RCES) Utility Locate Office at **(407) 560-6539**.
 - i. Provide the Sunshine 811 locate ticket number
 - ii. Mark up the RCES supplied map to show the limits of excavation
2. Emergency Locate requests
- An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in a member's underground facility; or any impairment of public roads or utilities that requires immediate repair, as determined by FDOT or another affected political subdivision.
 - Requests that are submitted where the required response is after 4:00 PM and before 7:00 AM or on a holiday.
 - **Work-scheduling problems are not considered an emergency.**
- a. Call the RCES Control Room Emergency Number at **407-824-4185**. Provide the nature of the emergency and exact location.
 - b. Call Sunshine **811**
 - c. Provide the Sunshine 811 locate ticket number to the RCES Control Room.
 - d. Approved excavators can request emergency tickets using Internet Ticket Entry. Excavators not approved for ITE emergency ticket entry must request emergency tickets by calling 811.
- C. DO NOT BEGIN EXCAVATION until you have:
- 1. Received and reviewed the RCES Utility Locate Office ticket and notes for utility presence, conflicts or special conditions (including notes from WDW Irrigation, WDW Telecom and WDW Video Technology).
 - 2. Been notified by Sunshine 811 that all public utility locators (RCES/RCID, Smart City, TECO/Peoples Gas, Duke Energy, Orange County Utilities, Summit Broadband, Orlando Telephone Commission, Toho Water Authority, etc.) have responded to the locate request. This is automatically sent to you if you provide an e-mail address during the locate ticket request process. Or you can access them manually by calling **(800) 850-8257** or using the internet at the web address noted above.

NOTE: RCES is ONLY RESPONSIBLE for locating the utilities owned by Reedy Creek Improvement District and for notifying specific WDW organizations that have underground facilities within RCID (WDW Irrigation, WDW Telecom and WDW Video Technology). RCES is not responsible for location of "secondary" facilities – those lines (electric, water, sewer, etc.) that are on the customer side of the meter or any other similar

lines on the customer's property. The Locate Ticket you will get from RCES will specifically indicate that the excavator must also contact the property owner / customer to obtain information on those secondary lines. The customer may require that the excavator locate such lines.

D. During Excavation

- Protect exposed underground facilities
- STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and contact the facility owner directly.
- Understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks. If you're using any mechanized equipment within the tolerance zone, supervision is necessary.

E. Issuance of a utility locate ticket does not relieve the excavator of the responsibility of exercising due caution for unknown or mislocated underground utilities.

1. The Utility Locate Ticket shall not be construed as a building permit.
2. When a utility requests an area to be "HAND-DUG" it means HAND DIG ONLY.

F. The Owner reserves the right to stop excavation at any time for the following reasons:

1. The Utility Locate Ticket is not present at the work site within the first working day.
2. The excavation is not in compliance with WDW, RCES or RCID rules and regulations.
3. The excavation is endangering personnel, equipment or existing utilities.
4. No restitution will be made for work stoppage for violations of the above-mentioned causes.

1.08 ELECTRICAL OUTAGE / ENTRY TO ENERGIZED EQUIPMENT REQUESTS

A. An Outage Request form and/or Entry to Energized Equipment request form, as appropriate, shall be filled out and submitted to the Owner seventy two (72) hours, excluding weekends and holidays, prior to equipment de-energization and/or entry.

1. The outage request form shall include, in the Equipment Requested section, the equipment identification number.
2. Forms may be obtained from RCES Utility Locate Office at (407) 560-6539.

1.09 MAINTENANCE OF TRAFFIC (MOT)

A. Provide and maintain all maintenance of traffic (MOT) items as required for the performance of the Work. All barricades and signage provided on this Project shall be new and shall be in accordance with Manual for Uniform Traffic Control Devices and other pertinent codes and standards. The Contractor shall provide the required advance notifications and scheduling related to MOT. The Contractor will submit a complete MOT plan for the Owner's Representative's review a minimum of 72 hours prior to implementing the MOT plan subject to Owner's Representative's review, comment and acceptance. Routine MOT plan updates or revisions will be provided by the Contractor as required during the Contractor's weekly progress meeting or as required by the Owner's Representative.

B. When the Contractor performs Work in an existing road right-of-way it must exercise care in performing Work within said areas so that access for the public is not interrupted. Traffic control devices and layouts

required for the performance of the Work shall be the responsibility of the Contractor. Advance notice shall be provided to the Owner's Representative prior to the implementation of lane closures or crossovers.

- C. Contractor shall provide flagmen for traffic control, whenever traffic conditions warrant such control or by order of the Owner's Representative. The cost of flagmen shall be included in the Contract Sum.

1.10 OWNER'S REPRESENTATIVE'S RIGHT TO ACCESS FOR OBSERVATION OR OTHER WORK

- A. Owner's Representative reserves the right of access to any part of the job site, at any time, for the purpose of observation, or to install other work, either with its own forces or with other contractors.
 - 1. Exercising the right of such access shall not to be construed to mean partial acceptance by Owner's Representative, and any claim for additional compensation by Contractor based on Owner's Representative's exercise of its right to such access or work will not be considered.
- B. Cooperate with Owner's Representative during Owner's Representative's exercising of such right of access, and coordinate work with Owner's Representative's requirements in that regard.

1.11 SAFETY/FIRE PREVENTION

- A. Comply with rules and regulations of OSHA and other official agencies having jurisdiction, including the Florida Trench Safety Act.
- B. Lockout/tagout of electrical devices, panels and equipment shall be in accordance with the procedures of the Owner's Representative.
- C. Before utilizing open flame or spark/heat generating equipment, review the operation with Owner's Representative. Designate a competent individual to act as a fire watch during these operations. The individual shall not perform other work while acting as a fire watch. Inspect the surrounding area for combustible materials. Investigate hidden attachments that could burn and take precautions to reduce or eliminate heat transfer. Provide adequate fire extinguishing equipment. Reference Reedy Creek Improvement District Emergency Services Standby Procedures for Contractors - Welding And Cutting.
- D. Fire and safety access: Do not block access and egress of emergency exits. All emergency exit areas shall remain free of materials and debris. Do not block employee access or traffic to existing facilities. All disruptions required of these items will be coordinated and directed by Owner's Representative.
- E. Safety and demolition plans: Prior to commencement of the Work, based on Owner's Representative's requirements and actual field conditions, submit a comprehensive Safety and Demolition Plan that describes in narrative and is depicted on Drawings steps that Contractor shall follow to ensure a minimum disruption to Owner's activities and a maximum level of safety to all guests and workers in and around each of the buildings and throughout portions of the site that are affected by construction activities of the Work. The Safety and Demolition Plan shall include, but not be limited to, the following:
 - 1. Name of Contractor's competent person(s) who will oversee the work delineated in the plan.
 - 2. Methods of protection of occupants, workers and property.
 - 3. Proposed building access points for demolition and loading of new materials.
 - 4. Construction of temporary barriers both around the building and throughout the site.
 - 5. Methods to ensure safety of occupants and property when trucks or other vehicles are moving throughout the site.
 - 6. Methods that will be used to reduce disruptive effects of the construction, including dust, debris, and noise.
 - 7. Material and vehicle storage areas.

8. Proposed sequence of the work with a schedule of all activities.
9. Narrative/Drawings of specific means and methods for demolition required in execution of the work.
10. Traffic circulation and potential blockages.
11. Required HVAC or electrical systems shutdowns.

F. Temporary protection:

1. Maintain all temporary protection and protect work in place. Responsibility to repair/replace work due to subsequent damage to finished work shall be that of Contractor. Remove and dispose of at no additional cost to Owner.
2. All trenches / openings in the ground regardless of size or depth, that are left open overnight shall be enclosed with temporary orange polyethylene barrier fencing similar to PolyBarrier™ BF03 or equal. Location and details of the installation shall be approved by the Owner's Representative.
2. Provide temporary insulated weather-tight closures for openings in exterior surfaces to facilitate and provide acceptable working conditions, for protection of materials, to allow for temporary HVAC and control of mildew, and to prevent entry of unauthorized persons. Provide temporary doors as required with self-closing hardware and locks.
3. Construction markings on wall surfaces are prohibited. If walls are marked and the markings subsequently bleed through the scheduled finish (i.e., GWB, paint, etc.), repair and/or replace as required for a period of 12 months from Date of Substantial Completion.
4. Protect carpeting as follows:
 - a. High traffic areas: Provide a continuous layer of masonite, fully taped at all seams.
 - b. Low traffic areas: Provide a continuous layer of 6 mil. Visqueen, fully taped at all seams.

G. Confined spaces: Reference – Special Contract Conditions.

1.12 SPECIAL OPERATING REQUIREMENTS

- A. All demolition work, concrete placement, debris removal, deliveries, worker access shall be during working hours unless approved otherwise or as follows:
1. When placing concrete, protect vertical and horizontal surfaces (walks, roadways, landscaping, etc.) from accidental discharge, droppings, or splashes.
 2. Do not wash concrete, paint or other debris into the storm drains. Do not clean construction tools at storm drains.
 3. Use of bobcats, trucks, loaders, etc., for loading and transporting shall be reviewed and approved by Owner's Representative. Consult the Specifications for further details.
 4. Note the location of air intakes and ventilation equipment and take precautions so as not to allow fumes, gases, smoke, vapors, etc., to be drawn into these.
- B. Make own arrangements with Reedy Creek Energy Services Solid Waste Department for solid waste disposal and pay for its utilization as necessary.
- C. Work around the WALT DISNEY WORLD® Resort's Monorail transportation system shall not commence until a written construction work plan is submitted by Contractor and approved by Owner's Representative.

1.13 RESTORATION/DEMOLITION

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

1.14 UTILITY INTERRUPTIONS

- A. Wherever possible, the Contractor shall arrange work so there will be no service interruptions of any existing systems. Whenever service interruptions are necessary, the Contractor shall secure the advance approval of the Owner's Representative and jurisdictional agencies as to the time and date such interruptions will be permitted.
- B. When authorized by Owner's Representative, prior to interrupting any utility service, ascertain that it has the proper materials, together with adequate workmen and equipment, to complete the Work in a minimum amount of time. Where possible, interruption in service shall be scheduled during the hours when the facilities are not in use. Return all services back into operation as soon as possible, including working all the overtime necessary at no additional cost to Owner.
- B. Notify Owner's Representative 48 hr. in advance of interruptions of existing utilities.
- C. Requests for utility service interruptions shall be in writing to Owner's Representative indicating date, time, utilities involved, location, and downtime required. Owner's Representative will either approve the request as submitted and direct Contractor to proceed accordingly, or modify the request and direct Contractor to proceed.
- D. Restart equipment that was temporarily shut down and/or affected by the utility interruption.

1.15 SECURITY

- A. On-site security is the responsibility of Contractor. Observe security requirements established by the Walt Disney World Resort, and Reedy Creek Improvement District. Coordination and all questions with regard to security shall be directed to Owner's Representative.
- B. Provide security locks for site security and provide Owner's Representative with 4 sets of keys for all security lock installed.
- C. Contractor shall obtain Walt Disney World Security Badges from Owner's Representative

1.16 HURRICANE PLAN

- A. Owner may require the Contractor to provide a detailed Hurricane Plan delineating the person(s) responsible and actions to be taken in the event of a hurricane. The plan shall include, but not be limited to:
 - 1. Names and emergency telephone numbers for critical Contractor and subcontractor employees.
 - 2. Actions to be taken when a storm strike is likely (within 24 hr. to 36 hr.).
 - 3. Actions to be taken when a storm is probable (within 12 hr. to 24 hr.).
 - 4. Actions to be taken when a storm is impending (within 12 hr.).
- B. As soon as practical following a storm event, contact Owner's Representative to assess damages.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 -- GENERAL

1.01 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for all Alternates as shown on drawings and as specified, in accordance with the provisions of the Contract Documents, and completely coordinated with Work of all other trades.
- B. Although such Work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, and complete installation.
- C. Use of Alternates:
 - 1. The Owner wishes to learn the construction costs involved for various alternative methods or materials other than specified or detailed for the Base Bid. These items are defined as Alternates and are specifically described in the Instructions to Bidders and the Bid Proposal Form.
 - 2. The amounts for Alternates shall be listed in the Proposal Form in such a manner that the Owner will be able to clearly determine what sums are to be added to or deducted from the Base Bid for the Alternate involved.
 - 3. The amount stated by the Bidder shall include all changes in its work made necessary by the acceptance of the Alternates, including profit, insurance, overhead, cost of Bonds, contingencies and any other cost incidental to the performance of the Alternate.
 - 4. Warranties and bonds to be furnished in connection with Alternates shall conform in every way to those required for the Base Bid.

1.02 REQUIREMENTS

- A. Bidder, in submitting its bid, shall include in addition to its base bid, the Alternate(s) indicated in the Instructions to Bidders. The numerical order of listing these Alternates does not necessarily imply their priority. The Owner may decide to use any one or more of all the items.
- C. Related Requirements
 - 1. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each Alternate, and to provide the complete construction required by the Contract Documents.

1.03 ALTERNATES

- A. State in proposal the amount to be added to or deducted from the Base Bid for each of the Alternates. Upon execution of the Agreement or subsequent written Amendment thereto, implement work and modify work as established under various Alternates as accepted or rejected by the Owner.

(Note: Except as noted, compute each Alternate in turn as a separate change from the Base Bid condition. If any Alternate is taken in combination with other Alternates, any costing overlaps will be adjusted in the contract sum.)

B. DESCRIPTION OF ALTERNATES

- 1. Alternates will be listed in the Instructions to Bidders.

PART 2 -- PRODUCTS

Not Used

PART 3 -- EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submit to the Owner's Representative a schedule of values for each major and/or minor element of work, or cost center, wherein the sum total of all schedule of value components shall be equal to the Contract Price.
 - 1. Owner's Representative will review and approve format for schedule of values.
- B. Payment requests will not be approved until the schedule of values is acceptable to Owner.
- C. Upon request by Owner, support values in schedule with data that will substantiate their correctness.
- D. Schedule of values is intended to be used only as basis for Contractor's application for payment.
- E. Include with schedule of values a listing of quantities of designated materials.
- F. Payment for stored materials shall be as described in Article 1.04.
- G. The Schedule of Values shall incorporate the cost center codes and funding sources provided by the Owner's Representative. Pay applications must reflect these cost codes and funding source splits.

1.02 FORM OF SUBMITTAL

- A. Submit typewritten trade payment breakdown and schedule of values on 8-1/2 in. x 11 in. white paper.
- B. Except as directed otherwise by Owner, use Table of Contents of Specifications as basis for format for listing cost for work under Divisions 1 through 16.
- C. Identify each line with number and title as listed in Table of Contents of Specifications.

1.03 PREPARING SCHEDULE OF VALUES

- A. Itemize separate line item cost for each of following general cost items:
 - 1. Permits and fees.
 - 2. Performance and payment bonds.
 - 3. Field coordination: Supervision and layout, including engineering.
 - 4. Temporary construction facilities.
 - 5. Schedule.
 - 6. Mobilization and demobilization.
 - 7. Project Management
 - 8. Record Drawings.
 - a. The Contractor shall divide the total value for Record Drawings by the number of months within the contract term. Payment shall be made against this item following the monthly submittal to and review by the Owner's Representative and in accordance with the provisions of Specification Section 01788 – Project Record Documents.
 - 9. Monthly schedule updates.
 - 10. Submittals and Shop Drawings.
 - 11. Daily Reporting

- B. Itemize separate line cost for work required by each Section of Specifications.
- C. Break-down costs to indicate:
 - 1. Delivered cost of product, with taxes paid.
 - 2. Total installed cost, with overhead and profit.
 - 3. Make sum of total costs of all items listed in schedule equal to total Contract Sum.
 - a. Round off figures to nearest dollar.
 - 4. Submit separate schedule of values for:
 - a. Costs involved with Owner-furnished products.
 - 5. Labor costs

1.04 STORED MATERIALS

- A. To assure that certain critical materials will be available for incorporation into the Work when needed, Contractor may request approval for payment of those certain materials suitably stored at Job Site before they are installed. Proof of Ownership and certificates of insurance will also be required for stored material prior to payment being considered.
- B. Owner may approve, and after approval, Owner will pay invoice sum, less Contract retention percentage in accord with provisions of Contract.
- C. Unless otherwise approved by the Owner, no off-site stored materials will be considered for payment prior to installation.

1.05 REVIEW AND RESUBMITTAL

- A. After review by Owner, revise and resubmit schedule (and stored materials) as required.
- B. Resubmit schedule in same manner until approval is obtained from Owner.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Responsibility for all project coordination.

1.02 DUTIES OF CONTRACTOR

- A. The following mandatory requirements are not to be construed as setting limits on Contractor's responsibilities, but are intended to guide Contractor in the administration of its responsibilities.
- B. Coordinate work of all subcontractors.
- C. Establish on-site lines of authority and communication. Schedule and conduct progress meetings among Owner's representative and subcontractors.
- D. Construction schedules:
 - 1. Prepare detailed schedule of Contractor operations including scheduling for all subcontractors on project.
 - 2. Monitor schedules as Work progresses.
 - a. Identify potential variances between schedule and probable completion dates for trades work.
 - b. Recommend to Owner's Representative any adjustments which need to be made in schedule to meet required completion date.
 - c. Provide summary reports of each monitoring.
 - d. Document all changes in schedule.
 - 3. Observe Work to monitor compliance with schedule.
 - a. Verify that labor and equipment are adequate to meet and maintain the schedule for the Work.
 - b. Verify that product deliveries are adequate to meet and maintain the schedule for the Work.
 - c. Report any noncompliance to Owner's Representative, with recommendations for remedy.
 - d. Verify that adequate services are provided to comply with requirements for Work and climatic conditions.
 - e. Verify proper maintenance and operation of temporary facilities.
 - f. Administer traffic and parking controls for construction workers.
 - 4. Changes:
 - a. Recommend necessary or desirable changes to Owner's Representative.
 - b. Review subcontractors' individual written requests for changes and substitutions. Submit recommendations to Owner's Representative.
 - c. Process Revision Orders.
 - 5. Permits and fees: Verify that subcontractors have obtained permits for inspections.
 - 6. Inspections and testing:
 - a. Inspect Work to ensure that it is performed in accord with requirements of Contract Documents.
 - b. Arrange with Owner's Representative for special inspections or testing when required.

- c. Reject work which does not conform to requirements of Contract Documents.
- 7. Coordinate testing laboratory services:
 - a. Notify laboratory of test schedule.
 - b. Verify that required personnel are present.
 - c. Verify that specified tests are made as scheduled.
 - d. Verify compliance of test results with specified criteria. Determine need for retesting and submit recommendations to Owner's Representative. Administer required retesting.
- 8. Coordinate with Owner's other contractors:
 - a. Permit Owner's Contractors access to the entire site and building for the purpose of pursuing the Owner's interests and where applicable, and installing select items of Owner-furnished and installed work.
 - b. Provide Owner's other contractors with an adjacent area for set up of operations. Provide area for staging delivery of prefabricated work items.
 - c. Coordinate progression of work with delivery and installation of Owner-furnished oversized sets, showpieces, and equipment. Schedule progression of work so as to permit movement of large pieces to their designed location.
- E. Interpretations of Contract Documents:
 - 1. Consult with Owner's Representative to obtain interpretation or clarifications for any portions of Contract Documents which may be unclear or ambiguous.
 - 2. Assist in answering of questions which may arise.
 - 3. Transmit written interpretations to interested parties.
- F. Administer processing of shop drawings, product data, and samples.
- G. Owner-furnished products: Accept delivery, arrange storage, protection, and security.
- H. Maintain reports and records at Job Site:
 - 1. Daily log of progress of Work and other pertinent data. Maintain log accessible to Owner's Representative. . Owner may require Contractor to submit duplicate copies to Owner's Representative on a weekly basis containing the following information concerning events on the Job Site.
 - a. List of subcontractors scheduled on site.
 - b. List of subcontractors at the site.
 - c. List of work activities started by trade.
 - d. List of work activities in progress by trade.
 - e. List of work activities completed by trade.
 - f. Daily start / finish times.
 - g. Count of personnel by trade on site.
 - h. High and low temperatures, general weather conditions, a log of rain events.
 - i. Accidents and unusual events.
 - j. Meetings and significant decisions.

- k. Stoppages, delays, shortages, and losses.
 - l. Emergency procedures.
 - m. Orders, inspections, and requests of governing authorities.
 - n. Changes requested by Contractor.
 - o. Changes requested by Owner's Representative.
 - p. Owner-furnished items received by Contractor.
 - q. Directives received and implemented.
 - r. An account by directive of all labor and materials (time and material tickets) used in the execution of directives.
 - s. Services connected and disconnected.
 - t. Equipment or system tests and startups.
 - u. Partial completion and occupancies.
 - v. Substantial completions authorized.
 - w. Visitors to the site.
- 2. Records:
 - a. Contracts.
 - b. Purchases.
 - c. Materials and equipment records, including all records for Owner-furnished products.
 - d. Applicable handbooks, codes, and standards.
 - e. Labor man-hours expended for each trade on Work site.
- 3. Obtain information from subcontractors and maintain record documents.
- 4. At completion of project, deliver all records to Owner's Representative.
- 5. Assemble documentation for handling of all claims or disputes which may arise.
- I. Ensure that specified cleaning is done during progress of Work and at completion of Contract.
- J. Start-Up:
 - 1. Direct the check-out of utilities, operational systems, and equipment.
 - 2. Assist in initial start-up and testing.
 - 3. Record dates of start of operation of systems and equipment.
 - 4. Submit to Owner's Representative written notice of beginning of warranty period for equipment put into service.
- K. Substantial Completion:
 - 1. Upon determination of substantial completion of Work or portion thereof, prepare for Owner's Representative a list of incomplete or unsatisfactory items.
 - 2. Upon Owner's Representative's certification of date of substantial completion, supervise correction and completion of Work.
- L. Final completion:

1. Upon determination that Work is finally complete:
 - a. Submit written notice to Owner's Representative that Work is ready for final inspection.
 - b. Secure and transmit to Owner's Representative required closeout submittals.
2. Deliver to Owner's Representative:
 - a. Operations and maintenance data.
 - b. Spare parts and maintenance materials.

1.03 COMMUNICATIONS AND CORRESPONDENCE

- A. Send communications and correspondence to Owner's Representative. For the purpose of this Contract, Owner's Representative is Reedy Creek Energy Services.
- .B. Emergency telephone numbers: Provide emergency telephone numbers so as to provide contact on a 24-hr. per day, 7-day per week basis. Submit a written list containing the person's name, pager, cellular phone, radio, etc., numbers to Owner's Representative prior to Contract being issued and start of Work. Persons on the list shall have the authority and ability to react to direction given by Owner's Representative.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 OWNER'S REPRESENTATIVE'S DUTIES

- A. Schedule project meetings.
 - 1. Make physical arrangements for meetings.

1.02 CONTRACTOR'S DUTIES

- A. Attend all progress, safety, scheduling, technical and coordination meetings which may be scheduled by Owner's Representative, including progress meetings (separate from Contractor's meeting with subcontractors), and such daily or other regular field-level coordination meetings as may be required.
 - 1. Provide appropriate representation at all meetings scheduled by Owner's Representative including representation required of subcontractors or suppliers.
 - 2. Contractor's representatives shall be such persons empowered by Contractor to make binding commitments on behalf of the Contractor and who can knowledgeably address pertinent subjects, including status of procurement and material or equipment deliveries and schedules.
- B. Contractor agrees that supplemental to serialized "clarification requests", "requests for information", or other such correspondence, routine requests for clarification or interpretation shall be delivered at coordination meetings with Owner's Representative. Such coordination meetings shall be occasional or regular as the extent of pertinent requests require. Owner's Representative will chair such meetings, provide responses or response plans at such meetings, and record all proceedings and responses in written minutes, which will be distributed promptly following such meeting.
- C. Project Meetings
 - 1. Prepare agenda and preside at meetings.
 - 2. Notify participants at least 48 hours in advance of meeting date.
 - 3. Invite Owner to attend meetings.
 - 4. Record minutes:
 - a. Designate/assign a specific identification (numeric) or similar sequential system to each meeting.
 - b. Include significant proceedings and decisions.
 - c. Include an action item listing, statused and cross-referenced to previous meetings.
 - 5. Distribute copies of minutes to participants within 2 days after meetings.

1.03 MEETINGS REQUIRED

- A. Meetings required will include as a minimum:
 - 1. Pre-Construction Meeting to review its proposed sequence of operations, schedule, and coordination with Separate Contractors working in the vicinity of the project area.
 - a. The Contractor shall bring the following items to the Pre-Construction Meeting:
 - i. Construction Safety Site Plan
 - ii. Construction Schedule
 - iii. A blank copy of the Contractor's proposed daily Safety Meeting / Inspection Sheet
 - 2. Weekly Progress Meetings

3. Weekly Safety Meetings.

1.04 MEETING AGENDAS

A. Agenda items may include:

1. Review of work progress.
2. Status of progress schedule and required adjustments.
3. Schedules for deliveries.
4. Status of submittals.
5. Adherence to quality standards.
6. Pending changes and substitutions.
7. All other items affecting Work progress.
8. Review of Contractor's Record Drawings.
9. Safety concerns.

PART 2 -- PRODUCTS

Not Used

PART 3 -- EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The Contractor shall perform the Scheduling of the Work requirements as further defined herein and summarized as follows:
 - 1. Overall Requirements.
 - 2. Incorporation of Contract Milestones and associated Definitions into planning and scheduling of the Work.
 - 3. Provide and update a Contract Schedule.
 - 4. Provide and update a Submittal Schedule.
 - 5. Provide and update a Material Procurement Schedule.
 - 6. Provide and update Completion Lists & Punchlists.
 - 7. Attend regular Schedule Reviews and provide updates and reports as required.
- B. Other references:
 - 1. Specification 01295 – Schedule of Values.
 - 2. Specification 01330 - Submittals.

1.02 OVERALL REQUIREMENTS

- A. All costs associated with compliance with this Section shall be included in the Contract Sum. All Schedules to be provided by Contractor shall fully integrate the work of all Subcontractors, Sub-subcontractors, adjacent separate contractors, and major suppliers and must comply fully with the Contract Milestones identified herein.
- B. Failure to comply with requirements:
 - 1. If Contractor fails to comply with the requirements specified herein, Owner reserves the right, but will not be required, to engage an independent scheduling consultant or provide its own expertise to fulfill those requirements, and back-charge Contractor an amount equal to the payment Contractor would have been due had it self-performed the delinquent or non-complying work.
 - 2. In such event, Owner will require the participation of Contractor to ensure that the information produced accurately reflects Contractor's plan to execute the Work and the progress of the Work, in compliance with the Contract.
 - 3. If Contractor fails to promptly cooperate by participating with Owner or its Consultant in developing or in implementing the jointly-developed Schedule, Owner will complete the effort to the best of its ability with the information provided by Contractor and issue that Schedule for the mandatory and immediate utilization by Contractor in a unilateral Change Order to the Contract.

1.03 CONTRACT MILESTONES

- A. Contract Milestones are date specific “events” which may or may not be on the critical path of the Work at which certain portions of the Work must be complete in order for Contractor to be in compliance with the Contract. Contract Milestone Definitions more specifically describe what is expected of the Contractor at these dates. Contractor shall comply with these definitions and Owner will monitor Contractor’s performance against these milestone dates and definitions.

1. Where “complete” is used in the description of a Contract Milestone, it shall be construed to mean that all portions of the Work which occur in the indicated area or zone are complete, are accepted by Owner and are suitable for recognition by Owner of Substantial (or Partial Substantial) Completion as defined in Article 9 of the General Conditions (notwithstanding that such recognition by Owner may be reserved until all Work of the Contract is Substantially Complete, at Owner’s sole discretion), and that no further duties or obligations of Contractor remain unfulfilled in that area or zone.
- B. Contractor shall identify all Contract Milestones in its schedule submittals, whether or not Owner has identified those dates in the Bidding or Contract Documents. Contract Milestones, whether specified by Owner or Contractor's schedule submissions, shall be conspicuous in all Contractor-submitted schedules, and shall serve as an essential instrument of measurement by Owner of Contractor's compliance with the terms of the Contract.
- C. Failure by Contractor to achieve Contract Milestone(s) may result in Owner availing itself of contractual remedies, as required, in order to regain the Contract Schedule.

1.04 CONTRACT SCHEDULE

- A. The initial Contract Schedule shall be submitted for Owner's review within 28 days after Notice to Proceed as specified in Section 01330.
- B. Contractor shall as defined herein, provide a Contract Schedule and updating of same.
 1. Contract Schedule shall incorporate the Schedule of Submittals and updating of same.
 2. Contract Schedule shall incorporate the Material Procurement Schedule and updating of same.
- C. The accepted Contract Schedule will supersede all “interim” Contract Schedules.
- D. Contractor shall utilize Primavera Project Planner™ for Windows® (“P3”), Sure Track software (latest version) by Primavera Systems, Inc., Microsoft Project, or other scheduling system approved by the Owner, and employ the Critical Path Method (“CPM”) in development and maintenance of the Contract Schedule network in Precedence Diagram Mode (“PDM”).
 1. The schedule shall incorporate activity descriptions, sequence, logic relationships, duration estimates, resource-loading and other information as defined herein.
 2. The schedule shall include all Contract Milestones defined herein and/or by Contractor's Proposal Schedule, as well as all engineering, fabrication and delivery dates required to support Contract Milestones.
 3. Activities to be integrated and shown in the schedule shall include, in addition to all construction activities: milestones representing Contractor’s submittal dates of all critical submittals, and activities representing Owner’s review period of each submittal (which review period shall in no case be scheduled for less than 21 calendar days); Contractor's procurement of materials and equipment; manufacture and/or fabrication, testing and delivery to the Job Site of special material and major equipment; equipment installation and preliminary, final and performance testing of equipment or systems installed under the Contract.
 4. The Contract Schedule shall also show start and finish dates for all temporary works; all construction of mock-ups, prototypes and/or samples, punch-listing; Owner interfaces and Owner-furnished-item requirement dates; interfaces with Separate Contractors; regulatory agency approvals; and permits required for the performance of the Work.

5. The Contract Schedule shall take into account all foreseeable factors or risks affecting, or which may affect, the performance of the Work, including historical and predicted weather conditions, applicable laws, regulations or collective bargaining agreements pertaining to labor, transportation, traffic, air quality, noise and any other applicable regulatory requirements.
 6. Contractor shall not use any "float suppression" techniques such as preferential sequencing or logic, special lead/lag constraints, or unjustifiably over-estimated activity durations in preparing its Contract Schedule (constraints for Contract Milestones only will be permissible), unless approved by Owner. All activities/milestones that are constrained, or contain start-to-start, finish-to-finish, or start-to-finish, or negative lag relationships, shall have an explanation in the activity log and the log shall be printed below the activity bar on all reports.
- E. When submitting initial Contract Schedule, Contractor shall attach a narrative report which explains Contractor's chosen method of determination and/or assumptions used for activity durations, its assumptions regarding crew sizes, equipment requirements and production rates, any potential areas of concern or specific areas requiring coordination it may have identified and any long-lead time materials or equipment in the Work. The submittal shall also include an electronic copy of the file.
- F. Time units for all Schedules shall be in work days, and no construction activity scheduled to commence within 60 days of the "Data Date" (date of Schedule calculation) shall have a duration greater than 5 work days. Construction activities scheduled to start more than 60 days of the Data Date shall have durations no greater than 20 work days.
1. Each activity shall be assigned an appropriate calendar, which signifies a 5, 6, or 7 day work week and acknowledges multiple daily workshifts where applicable.
- G. When completed, the Contract Schedule shall represent Contractor's plan for the Work, compliant with the Contract Milestones and other Contract Documents.
- H. Owner will notify Contractor of acceptance or of any changes necessary to the Contract Schedule within 10 days from the formal presentation by Contractor. Contractor shall effect any required changes to the Contract Schedule and resubmit it for acceptance within 3 days, certifying in writing that all information contained therein complies with the Contract requirements.
- I. Upon notification by Owner of acceptance of the Contract Schedule, Contractor shall prepare computer plots and printouts, and complete its submission of the Contract Schedule, which shall include the following:
1. Bar Charts for:
 - a. Contract Milestones only;
 - b. Summary Level (sorted by craft/trade and area);
 - c. Detail (sorted by Dates);
 - d. Detail (sorted by Responsibility), and;
 2. Reports for:
 - a. Float (sorted low to high), and;
 - b. Resource Histogram.
 3. Provide all data files electronically by diskette.
- J. Upon acceptance by Owner, the Contract Schedule shall become the baseline schedule against which all subsequent Schedule Updates shall be made, and against which Contractor shall report progress and variances and by which Owner shall measure Contractor's performance.

1. All schedule updates shall be made to a separate electronic file that starts as a copy of the current Contract Schedule.
 2. The Contract Schedule shall only be modified to include settled change adjustments to schedule.
 3. Progress shall be tracked on the schedule update file.
- K. Contractor shall provide a time impact analysis, based on the Contract Schedule, for any applicable Contract Directives. This time impact analysis shall be provided within 10 days of receipt of the Contract Directive, and shall be accompanied by Contractor's proposal to effect recovery of any purported schedule impact.

1.05 SUBMITTAL SCHEDULE

- A. Contractor shall submit its Schedule of Critical Submittal Notification, as defined in Section 01330, to Owner within 48 hr. after Notice to Proceed for Owner's approval.
- B. Within 10 days after Notice to Proceed as specified in Section 01330, Contractor shall develop and submit its initial Schedule of Submittals for Owner's review. The Schedule of Submittals shall derive from and incorporate a complete listing of all submittals required by the Contract Documents for the duration of the Contract Time. Each submittal activity shall separately depict the duration Contractor has allocated for Owner's review. The allocated review duration's are subject to adjustment by Owner.
 1. Contractor shall prepare its Submittal Schedule in coordination with development of the Contract Schedule logic, and shall ensure that Submittal Schedule activities are logically tied to the successor Material Procurement Schedule and Contract Schedule (work) activities.
- C. Owner's review of Contractor's Schedule of Submittals shall not confirm it as a complete listing of all submittals required by the Contract.
- D. The final Schedule of Submittals shall be submitted within 7 days of Owner's return of reviewed preliminary Schedule of Submittals to Contractor.
- E. Contractor shall identify in writing any submittals that it has determined must be initiated prior to the approval of the Schedule of Submittals to avoid any unrecoverable schedule impact or unwarranted relinquishing of float.
- F. After review by Owner, the Schedule of Submittals shall be updated on a weekly basis and a variance report generated including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report.
- G. The Schedule of Submittals shall also be updated and submitted with the monthly Contract Schedule Update submission. Changes from the last report shall be indicated with an asterisk.

1.06 MATERIAL PROCUREMENT SCHEDULE

- A. Within 14 days after Notice to Proceed as specified in Section 01330, Contractor shall develop and submit its Material Procurement Schedule for Owner's review. The Material Procurement Schedule shall incorporate all material or equipment required by the Contract having a lead time of 4 weeks or greater.
- B. Contractor shall prepare its Material Procurement Schedule in coordination with development of the Contract Schedule logic, and shall ensure that Material Procurement Schedule activities are logically tied to the precedent Submittal Schedule and successor Contract Schedule (work) activities.

- C. The Material Procurement Schedule shall be in tabular format, including the following at a minimum: Line No., Part Name/Description, Manufacturer's Part No., Drawing/Specification Reference, Quantity, Responsible Subcontractor, Purchase Order No., Purchase Order Date, Supplier Name, Supplier Contact, Supplier Phone No., Purchase Order Delivery Date, Field Need Date, Date of Last Contact, and Delivery Location.
- D. After review by Owner, the Material Procurement Schedule shall be updated on a weekly basis and a variance report generated including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report.
- E. The Material Procurement Schedule shall also be updated and submitted with the monthly Contract Schedule Update submission.
- F. Owner's review of Contractor's Material Procurement Schedule shall not confirm it as a complete listing of all materials required by the Contract.

1.08 COMPLETION LISTS AND PUNCHLISTS

A. Completion lists:

- 1. 30 days prior to Substantial Completion of an area, project component, construction package, and/or as defined by Owner, the Contractor shall walk the jobsite with Owner and develop a detailed Completion List .
- 2. The Contractor shall submit the Completion List to the Owner for approval within 48 hr. after the job walk.
- 3. The Completion List shall include a line item for each incomplete activity of each component to be ready for punch-listing.
 - a. Each line item shall include the line item number, project element, activity description, responsible company, responsible person and their cell phone number, start date, finish date, and comments.
- 4. The responsible company/person listed shall be the actual party performing the work and not the Contractor's personnel, unless the Contractor is self-performing the Work.
- 5. Once approved by Owner, the Contractor shall status the list at the beginning of each day and report to the Owner by noon each day, the total number of items, number complete, number remaining, and number of items that the approved list indicates should be done by the end of the shift.

B. Punchlists:

- 1. An area, zone, or component of the Scope of Work shall be deemed "Ready for Owner Punch-listing" once all Completion List activities are complete. The Contractor shall give Owner one week's advance notice of its forecast of completion so that a Punchlist walk can be coordinated.
- 2. Owner will conduct a Punchlist walk and provide a formal list to Contractor within 3 days after completion of walk. The Contractor shall start Punchlist work immediately based upon results and notes from the walk.
- 3. Using the same format as the Completion List, Contractor shall fill in all information and submit the Punchlist Schedule to Owner within 2 days of receipt. The comments column will be used for Owner sign-off of acceptance of the Punchlist items.
- 4. The Contractor shall status the list at the beginning of each day and report to the Owner by noon, the total number of items, number complete, number ready for Owner buy-off, and number to go.

1.09 SCHEDULE REVIEWS, UPDATES, AND REPORTING

A. Weekly reviews:

1. Owner and Contractor agree to conduct weekly reviews of the progress of all work activities using a four-week rolling schedule and compare that progress to the Contract Schedule, the Schedule of Submittals, and Material Procurement Schedule. The weekly schedule review shall include, at a minimum:
 - a. Four-Week Rolling Schedule:
 - (1) Contractor shall prepare its Four-Week Rolling Schedule immediately following database update/status and ensure that it accurately reflects progress of the Work. The Four-Week Rolling Schedule looks at the preceding week and the three weeks ahead.
 - (2) Contractor shall update/status electronic Contract Schedule database weekly prior to review. Contractor shall include Submittal Schedule and Material Procurement Schedule information linked to the Contract Schedule activity information in each update/status.
 - (3) When expanding activities to reduce maximum durations from 20 days to 5 days pursuant to Subparagraph 1.04.F, identify expanded activities so that the Contract Schedule activity they originate from is readily apparent. Do not allow the aggregate duration of the expanded activities to exceed the duration assigned to their parent activity in the Contract Schedule unless specifically allowed to do so by Owner during review.
 - (4) Review of all submissions, submittal reviews, fabrication/delivery status, work completed in the preceding week, all work in progress, and work schedule for the next 3 weeks.
 - (5) Review of all revisions, added or deleted work, and how those are being integrated into Contractor's work plan.
 - (6) Review of Contractor's interface and coordination with other work on the Project.
 - (7) Variance reports including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report. Variance reports shall be attached to Contractor's superintendent's Daily Report, with brief descriptions of remedial action taken against the variances noted thereon.
 - (8) Contractor shall attend review meetings prepared to discuss actual activity start and/or completion dates and any applicable variances, forecast activity start and/or completion dates and any applicable variances and progress of all activities underway at the time of the review.
 - (9) During reviews, Contractor shall alert Owner to activities that are behind schedule, and identify all activities and Contract Milestones that are impacted by such variances. Contractor shall present to Owner, for review, proposed recovery plans to regain time lost due to variances from the Contract Schedule. All proposed recovery plans, whether verbal or written, will be included in the minutes of the review.

2. Following review of the above and all other information relevant to the progress of the Work, Contractor shall adjust its work plan as required to assure compliance with the Contract Schedule. If the latest calculated Completion Date for any critical activity (total float less than or equal to 2 work days) does not fall within the time allowed by the Contract Schedule (irrespective of the cause of such variance), the sequence of work and/or performance of that work shall be revised by Contractor by means of utilizing concurrent operations, additional work force allocations, additional shifts, overtime, etc., until the schedule information produced indicates compliance with all Contract Milestones. The requirement for such additional work force allocations, additional shifts, overtime, etc., will not entitle Contractor to additional compensation except to the extent expressly provided for by the Contract or Change Order.
 3. At the subsequent Project Meeting called by Owner following the weekly schedule review, Contractor shall submit an updated Four-Week Rolling Schedule indicating any remedial measures necessary to maintain compliance with the Contract Schedule.
- B. Monthly reviews:
1. Prior to submission of the Contractor's monthly payment application, Owner and Contractor agree to conduct monthly schedule reviews to determine: "planned" versus "actual" progress to date; compliance with Contract submittal requirements, Contract Milestones and accepted Contract Schedule; and determination of any changes to the work plan or implementation which must be made by Contractor to comply with the Contract Schedule. The monthly schedule review shall include, at a minimum:
 - a. All requirements listed above of Weekly Reviews. Monthly update/status of electronic database shall include recording of all Actual Start Dates and Actual Finish Dates and status of activities in progress.
 - b. Review of "planned" versus "actual" work force allocations and progress for the preceding month.
 - c. Review of revisions, added or deleted Work, and how those elements are being integrated into the Contractor's work plan.
 - d. Review of all impacts to the work during the preceding month and to date, Contractor's evaluation of those impacts and any recovery plans or remedial actions required to comply with the Contract Schedule.
 - e. Verify that schedule progress ties to progress stated on the Schedule of Values for Contractor payment.
 - f. Review of Contractor's interface and coordination with work by Others on the Project.
 2. Following review of the above and all other information relevant to the progress of the Work, Contractor shall adjust its work plan as required to assure compliance with the Contract Schedule.
 - a. Incorporate respective changes into the update schedule, Submittal Schedule, Material Procurement Schedule, and Schedule of Values. Submit them with the Contract Schedule and monthly payment application.
 - b. The requirement for additional work force allocations, additional shifts, overtime, etc., will not entitle Contractor to additional compensation except to the extent expressly provided for by the Contract or Change Order.
 - c. Owner reserves the right to withhold the monthly payment due Contractor until an acceptable, corresponding monthly schedule submittal is received.

3. Upon completion of the monthly schedule review, the Contractor shall incorporate comments to the Contract Schedule, Update Schedule, and Schedule of Values and submit them with its monthly payment application. The update shall incorporate actual status to date and include the following:
 - a. Computer plotted time-scaled Contract Schedule
 - b. Bar Charts for:
 - (1) Contract Milestones only (Baseline vs. forecast);
 - (2) Summary Level (sorted by craft/trade and area);
 - (3) Detail (sorted by Dates);
 - (4) Detail (sorted by Responsibility), and;
 - c. Reports for:
 - (1) Variance (Baseline vs. forecast);
 - (2) Float (sorted low to high), and;
 - (3) Resource Histogram.
 - d. Provide all data files electronically by diskette.
- C. Schedule revisions:
 1. Implementation of revised schedule logic and/or activity duration estimates for updating the Contract Schedule or other interim schedule whether furnished by Contractor or Owner do not constitute an extension of the Contract Time, relaxation of Contract Milestones or basis for a change to the Contract Sum. Such revisions are for the purpose of maintaining the accuracy of the Contract Schedule's representation of the work to be accomplished and to present best duration estimates for work yet to be performed.
 2. If it becomes necessary for Owner to furnish the suggested logic and/or duration revisions as a result of Contractor's failure to furnish acceptable data, and if Contractor has objections to those revisions furnished, it shall so advise Owner in writing within 3 days, providing also an acceptable alternate plan. If Contractor fails to so note any objections and provide an acceptable alternate plan, or if Contractor implements the revisions provided by Owner without so noting any objections, Contractor will be deemed to have waived all objections and concurred with the suggested logic/duration revisions provided by Owner.
 3. In updating/statusing of Contract Schedule, Contractor shall make no modifications to Activity ID numbers in the accepted Contract Schedule, schedule calculation rules/criteria or the Activity Coding Structure provided by Owner without the explicit written permission of Owner, which permission Owner may withhold at its sole discretion.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Prepare, submit and maintain schedule of submittals that designates anticipated or actual date(s) for submittal, and date(s) reviewed and returned.
- B. Prepare and submit shop drawings, product data, and office and field samples required by Specifications.
- E. Compile and submit operating and maintenance data.
- F. Prepare, submit and maintain all submittals pertaining to scheduling of the Work.
- G. Prepare, submit and maintain such other plans, programs or other submittals as are required by Contract Documents.
- H. Procedure for making submittals, including number and types of copies for shop drawings, catalog cuts, certifications, and samples.

1.02 MANUFACTURER'S CERTIFICATIONS

- A. Where required by the Specifications, submit manufacturer's certifications, in duplicate, certifying that products meet or exceed specified requirements, executed by a responsible officer of the actual manufacturer (not a distributor or other sales representative).
- B. Written reports of all testing and check-outs are required to be submitted to the Owner's Representative.
- C. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Owner's Representative.
- D. Certificates shall state that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

1.03 SCHEDULE OF SUBMITTALS

- A. See Section 01325 for description of and requirements for preparation and maintenance of the Schedule of Submittals.
- B. All references herein to "days" shall be construed to mean calendar days.

1.04 SHOP DRAWINGS

- A. Description: Original drawings prepared by Contractor, subcontractor, supplier, or distributor, which illustrates some portion of the work, including, but not necessarily limited to, fabrication, layout, setting, or erection details.
- B. Cross-reference shop drawings to Drawings and Specifications and detail all work included. Indicate dimensions, materials, fastenings, anchorages, joinings, sealing, backing, utility requirements, rough-in, and adjacent related conditions.
- C. Coordinated drawings:
 - 1. Contractor shall prepare separate (from Contract Drawings) composite, detailed coordination drawings consisting of plans, elevations, and sections as required to clearly delineate and show the relationship between all utilities, mechanical and electrical work. These drawings shall include and show due consideration for utilities, architectural elements and structural elements (including excavations and shoring, utility vaults, manholes, and foundations for permanent and temporary construction) and identify potential interface trouble spots.

2. Individual drawings for any single element will not be accepted or reviewed unless and until the coordinated drawings have been previously reviewed and accepted.
3. The purpose for the coordinated drawings is to determine, for the mutual benefit of all concerned, the precedence of trades' work and the allocation of available physical space for installation of trades' work.
4. Generation and submission of coordination drawings shall be made in a timely manner and in support of the Contract Schedule.

1.05 PRODUCT OR CATALOG DATA

- A. Manufacturer's standard drawings modified to delete non-applicable data or include applicable data.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations, and other standard descriptive data.
 1. Mark up each copy to identify pertinent materials, products, or models applicable to the project using a distinct, bold "cloud" outline. Clearly indicate which items shown are not for review.
 2. Clearly mark up each copy of the submittal data to identify the Section, page number, and Article of the Specifications to which it is referenced.
 3. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams, and controls.
 4. Submittals for each manufactured item shall be current manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves and catalog cuts.
 5. Handwritten and typed modifications and other notations not part of the manufacturer's preprinted data will result in the rejection of the submittal.
 6. Should the manufacturer's data require supplemental information for clarification, the supplemental information shall be submitted as specified for certificates of compliance.
 7. Photographs of existing installations are unacceptable and will be returned without approval.
- C. Manufacturer and catalog data shall include the manufacturer's name, trade name, place of manufacture, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and technical paragraph reference.
 1. Submittals shall also include applicable federal, military, industry, and technical society publication references, years of satisfactory service and other information necessary to establish contract compliance of each item to be provided.
- D. Manufacturer's instructions
 1. Where installation procedures or part of the installation procedures are required to be in accordance with manufacturer's instructions, submit printed copies of those instructions prior to installation.
 2. Installation of the item shall not proceed until manufacturer's instructions are received.
 3. Failure to submit manufacturer's instructions shall be cause for rejection of the equipment or material.
- E. Manufacturer's certificates
 1. Submit manufacturer's certifications as required for products, materials, finishes and equipment as specified in each technical section of these Specifications.
 2. Certificates from material suppliers are not acceptable.

3. Preprinted certifications and copies of previously submitted documents will not be acceptable.
4. The manufacturer's certifications shall name the appropriate products, equipment or materials and the publication specified as controlling the quality of that item.
5. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as," "achieve the same end use and results as materials formulated in accordance with the referenced publications," or "equal or exceed the service and performance of the specified material."
6. Certifications shall simply state that the item conforms to the requirements specified.
7. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance.

F. Reference Standard Compliance

1. Where equipment or materials are specified to conform to industry and technical society reference standards, submit proof of such compliance.
2. The label or listing by the specified organization shall be acceptable evidence of compliance.

1.06 SAMPLES

- A. Physical samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work will be judged.
1. Office samples of sufficient size and quantity to clearly illustrate:
 - a. Functional characteristics of product or material, with integrally-related parts and attachment devices.
 - b. Full range of color samples.
 2. The samples will be kept by the Owner's Representative's Representative, at the Owner's Representative's option.

1.07 OPERATING AND MAINTENANCE DATA

- A. Prior to closeout of the Contract, the Contractor shall furnish to the Owner's Representative not less than three (3) bound copies of Operation and Maintenance (O&M) Manuals describing the proper operation and maintenance of all equipment and systems provided or installed by the Contractor as part of the Work. Information contained in the manuals shall include, but shall not be limited to, the following information as it pertains to each piece of equipment or system furnished:
1. Manufacturer's specification
 2. Manufacturer's installation instructions
 3. Manufacturer's operating instructions
 4. Manufacturer's maintenance instructions
 5. Equipment programming manuals and software
 6. Any serial numbers unique to individual machines, equipment or devices.
 7. Complete listing of equipment/system replacement parts, including part numbers.
 8. Name and telephone number of source for equipment/system replacement parts.
 9. Complete wiring and/or piping diagrams (as applicable).

10. Manufacturer's written warranty
11. Manufacturer's recommended spare parts list including lead tie information
12. Certification of final inspection from Reedy Creek Improvement District
13. Certificate of occupancy.
14. Name and telephone number(s) of local qualified service representative.

B. General:

1. O&M Manuals shall include three (3) up-to-date copies of all shop drawings, product data, and other information described in this Section.
 - a. Make required submittals prior to scheduled completion of project.
 - b. Submittals made by permanent reproduction copy equipment from typewritten or typeset originals.
 - c. Pre-punch 8-1/2 in. x 11 in. sheets for standard three ring binders, and provide high-quality, black plastic, hardback, loose-leaf binders with clear pocket for inserts on the covers and spines.
 - d. Submit larger sheets in rolled and protected packages.
 - e. Submittals on sepias will not be accepted.

C. Compilation:

1. Receive shop drawings, brochures, materials lists, technical data of all types, warranties, guarantees, and other pertinent information from subcontractors and vendors, and assemble, catalog, and file information in loose-leaf, hardback, three-ring binders.
2. Copy pertinent sheets of Drawings such as electrical and control diagrams, panelboard schedules, mechanical and electrical floor plans, and fold and insert them into the loose-leaf binders along with the other information.

D. Submittal format: (Provide each of the following items, as applicable, for each required item or system. Requirements will vary, depending on the equipment. Refer to specific Specification Section requirements.)

1. Item: (Use appropriate Section title and submittal number)
2. System description: (Provide a detailed narrative description of each system, describing function, components, capacities, controls and other data specified, and including the following):
 - a. Number of.
 - b. Sizes.
 - c. Type of operation.
 - d. Detailed operating instructions, including start-up and shut-down of each system, with indications for position of all controls, as applicable.
3. Wiring diagrams: (Complete wiring diagrams for internally wired components including controls).
4. Operating sequence: (Describe in detail).
5. Manufacturer's data: (Provide catalog data sheets, specifications, nameplate data, and parts list).
6. Preventative maintenance: (Provide manufacturer's detailed maintenance recommendations).

7. Troubleshooting: (Provide manufacturer's sequence for troubleshooting procedures for operational problems).
8. Extra parts: (Provide a listing of extra stock parts furnished as part of the Contract).
9. Warranties: (Provide specific manufacturer's warranty). List each component and control covered, with day and date warranty begins, date of expiration, and name, address and telephone number of person to contact regarding problems during warranty period.
10. Directory: (Provide names, addresses, and telephone numbers of General Contractor, its subcontractors, suppliers, installers, and authorized service and parts suppliers). Format shall be as provided in Attachment C to the Project Manual:

1.08 SUBMITTALS RELATED TO SCHEDULING OF THE WORK

- A. Refer to Section 01325 for description of and requirements for preparation and submittal of submittals pertaining to scheduling of the Work.
- B. Construction Start-Up Schedule: Submit within 7 days after Notice to Proceed (hereinafter referred to as NTP, which shall have the same meaning as Date of Commencement as used in Article 8 of the General Conditions of the Contract for Construction).
- C. Initial Schedule of Submittals: Submit within 14 days after NTP.
- D. Initial Material Procurement Schedule: Submit within 21 days after NTP.
- E. Initial Contract Schedule: Submit within 28 days after NTP.

1.09 SUBMITTALS OF PLANS, PROGRAMS AND RELATED SUBMITTALS

- A. Payment and Performance Bonds: Submit immediately upon Contract execution.
- B. Initial (major) Subcontractor List: Submit within 5 days after NTP.
- C. Subcontractor List: Submit within 28 days after NTP, and update as required.

NOTE: In no case will a subcontractor be permitted to begin on-site operations if that subcontractor's name has not been submitted on the current Subcontractor List at least 5 days prior.
- D. Contractor's Storm Water Management Plan: Submit within 14 days of NTP.
- E. Construction safety program: Submit a copy of Contractor's "site specific program" in conformance with Article 10 of the General Conditions of the Contract for Construction within 21 days after NTP.
- F. Fire safety program: Submit within 21 days after NTP.
- G. Weather preparedness program: Submit within 28 days after NTP.
- H. Traffic control and logistics plan: Submit within 28 days of NTP.
- I. Hazardous waste management plan: Submit within 21 days of NTP.
- J. Quality control plan: Submit within 28 days of NTP.
- K. Sequence of operations plan. Submit within 28 days of NTP.

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data, and samples for compliance prior to submittal to Owner's Representative.
 1. Verify field measurements, field construction criteria, catalog numbers, and similar data.

2. Coordinate each submittal with the requirements of the Work and Contract Documents.
 3. Contractor must have reviewed and stamped submittals that are furnished to them by their subcontractors or materials suppliers **PRIOR TO** submitting them to the Owner's Representative.
- B. Make all submittals at least 21 days prior to the date when the returned, reviewed and approved submittal will be needed to maintain the Contract Schedule.
1. Within 5 days after the Notice to Proceed, Contractor shall identify to Owner's Representative those specific submittals which are critical to the anticipated sequence/flow of work and require an expedited Owner's Representative review/approval as part of its Initial Material Procurement Schedule submittal. Contractor shall identify any other critical submittals within 7 days of making its Initial Material Procurement Schedule submittal. Owner's Representative will coordinate with Contractor to expedite those submittals reviews so identified (subject to verification by Owner's Representative) in less than 10 days. However, if Contractor requests an expedited submittal turnaround after this aggregate 12-day period of "Critical Submittal Notification" Owner's Representative reserves the right to reject such request if its resource commitments do not allow (since it will be allocating such resources based on the extent of submittals so identified by contractor in that 12-day period).
- C. Contractor's responsibility for errors and omissions in submittals or deviations from Contract Documents shall not be relieved by Owner's Representative's review of submittals.
- D. Contractor's responsibility for any unauthorized deviations from requirements of Contract Documents made in submittals is not relieved by Owner's Representative's review of submittals.
- E. Do not begin work that requires submittals until submittals have been returned with Owner's Representative's (or consultant's) stamp and initials or signature indicating review and disposition.
- F. After Owner's Representative's review and return, promptly distribute copies to all affected parties.
- G. Notify Owner's Representative in writing of proposed deviations from requirements of Contract Documents at time submittals are made.
1. A "deviation" shall be construed to mean a minor change to the sequence indicated on Drawings or specified.
 - a. Deviation shall not be construed to mean substitutions or product options.
 2. In addition to notifying Owner's Representative in writing of deviations, circle deviations on shop drawings.
 3. The failure of the Contractor to clearly denote deviations within a submittal in writing on company stationary (not a transmittal), and subsequently not addressed in the Engineer/Architect's review of the submittal, and thereby installed by the Contractor, may constitute the removal of the applicable work item(s) and replacement in accordance with the Contract Documents at no additional cost to the Owner.
- H. The Owner's Representative may require submittals for other shop drawings or procedures.
- 1.11 SUBMITTAL REQUIREMENTS
- A. Accompany submittals with transmittal letter containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.

4. Description of data contained in submittals.
5. Listing of all letters containing description of deviations from Contract Documents.
6. Other pertinent data.
7. Appropriate identification (“flagging”) for the following occurrences:
 - a. Deviations, with separate, accompanying detailed description of proposed deviation including corresponding changes in Contract Sum, Contract Time, or Construction Schedule Milestones.
 - b. Submittals requiring expedited or urgent review and return, or not in conformance with specified submittal requirements.
 - c. Substitutions, where same have been approved in accordance with Section 01630.
- B. Each submittal shall be packaged separately and covered by a separately, single-subject transmittal letter. Do not combine multiple submittals in a single package or transmittal letter.
- C. Submittals shall include:
 1. Date and revision dates.
 2. Project title and number.
 3. Number identification (i.e., submittal number) on every sheet, page or item, as applicable.
 4. The names of: Owner’s Representative, Owner’s consultants, Contractor, subcontractor, supplier, manufacturer, and separate detailer when appropriate or pertinent.
 5. Identification of product or materials on every sheet, page or item, as applicable.
 6. Relationship of product to adjacent structure, utilities, services or materials.
 7. Clearly identified field dimensions, when known.
 8. Specification Section number and paragraph(s), and/or drawing references to which it pertains.
 9. Applicable standards, such as ASTM and others.
 10. A blank space, 4 in. x 3 in., for Owner’s Representative's stamp.
 11. Identification and description of deviations from Contract Documents.
 12. Request for selection of colors, patterns, and textures for materials contained in submittals.

NOTE: Provide each and every item of finish, including color, pattern and texture as selected or approved by Owner’s Representative.

 13. Contractor's stamp, initialed or signed, certifying review of submittal, compliance with Contract Documents, and verification of field measurements when applicable. Additionally, material certifications, as required by Specifications, shall be notarized. Contractor’s stamp shall read “This submittal has been reviewed for conformance to Drawings and Specifications.”
- D. Contractor shall make submittals as indicated in the flow chart provided at the end of this section.

1.12 RESUBMITTAL REQUIREMENTS

- A. Shop drawings and coordination drawings:
 1. Review drawings and indicate revision date as required, and resubmit as specified for initial submittal. Indicate clearly on transmittal letter that item is a re-submittal.

2. Indicate on drawings all changes that have been made since the initial submittal using a “cloud” and a “delta” revision symbol. Make notation of revision in title block.
 3. Further indicate on drawings, distinct from the changes requested by Owner’s Representative, all changes which have been made which are different than those requested by Owner’s Representative.
 - B. Product data, samples and other submittals: Submit new data and samples in accord with same criteria required for initial submittals.
 1. Review submittals and indicate revision date as required, and resubmit as specified for initial submittal. Indicate clearly on transmittal letter that item is a re-submittal.
 2. Indicate on submittals all changes, which have been made since the initial submittal using a “cloud” and a “delta” revision symbol.
 3. Further indicate on submittals, distinct from the changes requested by Owner’s Representative, all changes which have been made which are different than those requested by Owner’s Representative.
- 1.13 DISTRIBUTION OF SUBMITTALS AFTER REVIEW
- A. Distribute copies of shop drawings and product data, which carry Owner’s Representative's stamp to:
 1. Contractor's file, job site file, and product record documents file.
 2. Subcontractor's, suppliers, and fabricators as appropriate.
 - B. Distribute samples as directed.
- 1.14 OWNER’S REPRESENTATIVE'S RESPONSIBILITIES
- A. Review submittals with reasonable promptness on basis of design concept of project and information contained in Contract Documents.
 1. Attention is directed to the fact that Owner’s Representative's and Architect/Engineer’s review is only to check for general conformance with the design concept of the project and general compliance with Contract Documents. No responsibility is assumed by Owner’s Representative for correctness of dimensions, details, quantities, procedures shown on shop drawings, or submittals.
 2. Omission in shop drawings of materials indicated in Contract Drawings, mentioned in Specifications, or required for proper execution and completion of Work, does not relieve Contractor from responsibility for providing such materials. Contractor is responsible for accuracy, dimensions, quantities, strength of connections, coordination with various trades, and conformance to project requirements.
 3. Review of a separate or specified item does not necessarily constitute acceptance of an assembly in which item functions.
 - B. Furnish materials selections, and selection or approval of each and every item of color, pattern, and texture of materials contained in the project.
 - C. Affix stamp and initials or signature acknowledging review of submittal as follows:
 1. NO EXCEPTIONS TAKEN. If the review indicates that the material, equipment or work method complies with the project manual, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.

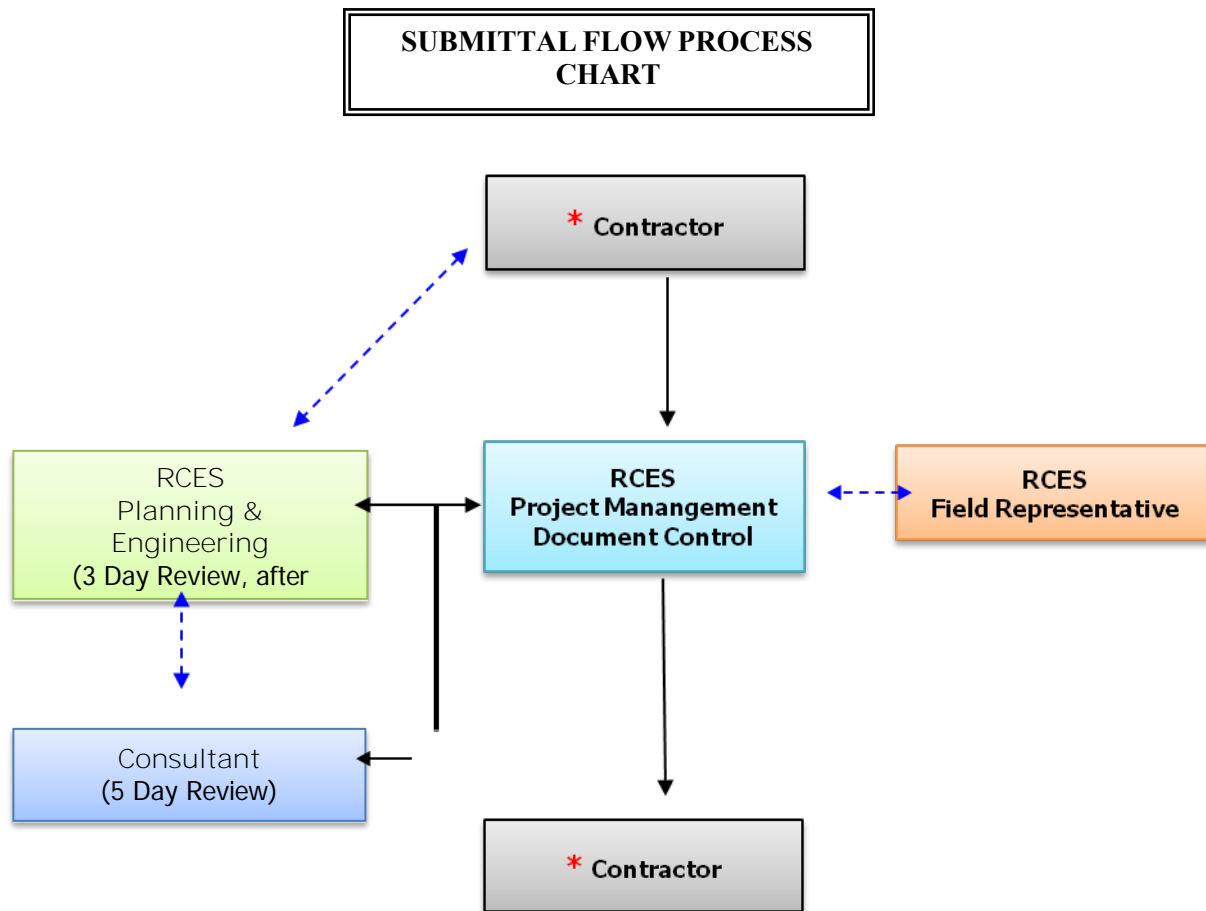
2. MAKE CORRECTIONS NOTED. DO NOT RESUBMIT. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
 3. MAKE CORRECTIONS NOTED AND RESUBMIT. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "MAKE CORRECTIONS NOTED AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT. "
 4. REJECTED - RESUBMIT IN ACCORDANCE WITH CONTRACT DOCUMENTS. (Re-submittal of submittals shall be made within 14 days.) If the review indicates that the material, equipment, or work method does not comply with the project manual, copies of the submittal will be marked "REJECTED - RESUBMIT IN ACCORDANCE WITH CONTRACT DOCUMENTS." Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT."
 5. Void.
 6. Not reviewed (record only).
- D. Return submittals to Contractor for distribution.

PART 2 - PRODUCTS

[NOT USED]

PART 3 - EXECUTION

[NOT USED]



← - - - - - → = Courtesy Copy

Preferred Delivery Method: Electronic

Alternate Delivery Method: Two (2) hard copies

E-Mail Requirements:

To: Project Manager;

WDW.RCES.DC@disney.com

CC: RCES Project Engineer

Subject: Contract Number (C00xxxx) / Project Name / Submittal Number / Specification Section

Notes: (1) Include Revision No., if applicable

(2) Submittals shall not cover more than one (1) Specification Section

END OF SECTION

PART 1 -- GENERAL

1.1 EXCAVATION PERMITS

- A. It is mandatory that all digging, trenching or excavating shall be authorized only by permit. Uncontrolled digging, trenching or excavation shall not be allowed.
- B. The Planning and Engineering Division of Reedy Creek Energy Services shall be responsible for the administration of the Excavation Permit Policy in accordance with the *Underground Facility Damage Prevention and Safety Act* (Chapter 556, Florida Statutes), the Federal DOT minimum pipeline safety standard (CFR 49, Parts 191, 192 and 199) and the RCID Natural Gas Distribution, Operation & Maintenance Manual.
- C. Any entity responsible for any project involving digging, trenching, excavation, directional drilling, boring and jacking, pile driving, blasting or planting occurring within Reedy Creek Improvement District shall first obtain an Excavation (Dig) Permit from Reedy Creek Energy Services.
- D. The requester must call (407) 560-6539 not less than 72 hours prior to planned excavation, excluding holidays and weekends, in order to insure that the permit will be cleared within the scheduled time.
- E. The Owner will receive and record all phone calls requesting excavation permits between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays.
- F. Requests made during hours other than those stated will be handled by dialing (407) 824-4990. In case of an emergency, dial (407) 824-4185. Emergency excavation requests will be handled immediately and processed as quickly as possible.
- G. Requests made after 12 noon will be dated for the next work day.
- H. The requester shall furnish the following information:
 - 1. Location of excavation. (A drawing or print is required.)
 - 2. Length and depth of excavation.
 - 3. Extent of work.
 - 4. Start date and time.
 - 5. Requester's name, firm and telephone number.
 - 6. Owner or department requiring the work.
- I. Work is not authorized prior to the issuance of the Excavation Permit. Permits will be issued only after appropriate clearance is obtained.
- J. The Owner will notify the following organizations of the planned excavation:
 - 1. Electrical Systems.
 - 2. Natural Gas Department.
 - 3. Irrigation Department.
 - 4. Mechanical Systems.
 - 5. Wastewater Systems.
 - 6. Potable, Raw Water Systems and Reuse Water Systems.
 - 7. WDW Telecom

8. Smart City Telephone
9. As-Built.
10. Radio/TV.
11. Safety.
- K. The Owner and the above listed participating utilities will, in accordance with the Reedy Creek Energy Services utility location policies, provide information concerning the utility or locate, stake or flag the utilities at the site.
- L. The above listed utility organizations are required to complete the surveying and flagging or staking of the utilities at the site within the 48 hour period following the notification of the Owner by the requester.
- M. The requester shall be notified when Excavation Permits have been completed.
- N. Permits must be signed and picked up by the requester at the Excavation Permit Office, not later than 20 days after the permit has been cleared. Should the requester fail to pick up the permit in the allotted time, the permit will be void and the requester will be required to reapply for another permit.
- O. Excavation permits are required to be posted on the work site in plain view at all times.
- P. The issuance of an excavation permit does not relieve the excavator of the responsibility of exercising due caution for unknown or mislocated underground utilities.
- Q. The issuance of an excavation permit for a specified area does not constitute the excavation of surrounding areas. Excavation shall only be performed in those areas specified on the dig permit.
- R. The excavation permit shall not be construed as a building permit.
- S. When a utility request an area to be "HAND-DUG" it means HAND DIG ONLY.
- T. The Owner reserves the right to stop excavation at any time for the following reasons:
 1. The Excavation Permit is not present at the work site on the first working day.
 2. The excavating is not in compliance with Reedy Creek Improvement District and Reedy Creek Energy Services rules and regulations.
 3. The excavating is endangering personnel, equipment or existing utilities.
- U. No restitution will be made for work stoppage for violations of the above-mentioned causes.

1.2 ENTRY PERMITS

- A. An Entry Request Form must be filled out and submitted to the Owner 24 hours prior to energized equipment entry.

1.3 OUTAGE PERMITS

- A. An Outage Request Form shall be filled out and submitted to the Owner 72 hours, excluding weekends and holidays, prior to equipment de-energization and entry.
- B. The outage permit form shall include, in the Equipment Requested section, the equipment identification number.
- C. Each of the Scheduled Electrical Outage Request Forms included at the end of this Section are for the following areas, as indicated:
 1. Epcot.

2. Lake Buena Vista.
3. Magic Kingdom.
4. MGM-Studios.
5. Disney's Animal Kingdom
6. Alternate Form (for all other areas not included above).

1.4 ENVIRONMENTAL PERMITS

- A. Contractor shall obtain an Environmental Permit from WDW Environmental Affairs office prior to connecting to any potable water, reclaimed water or wastewater system within Reedy Creek Improvement District.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 APPLICABLE REGULATIONS

- A. Comply with the latest edition of the EPCOT Codes, (www.rcid.org).
 - a. EPCOT Building Code
 - b. EPCOT Mechanical Code
 - c. EPCOT Gas Code
 - d. EPCOT Plumbing Code
 - e. EPCOT Electrical Code
 - f. EPCOT Fire Prevention Code
 - g. EPCOT Energy Efficiency Code
 - h. EPCOT Accessibility Code
- B. Comply with the provisions of the following statutes, codes, rules & regulations:
 - 1. Florida Thermal Efficiency Code (Florida Statute 553.900).
 - 2. Florida Lighting Efficiency Code (Florida Statute 553.89).
 - 3. Florida Americans With Disabilities Accessibility Implementation Act (Florida Statute Sections 553.501-553.513), as enacted Oct. 1, 1997.
 - 4. Orange County Health Department: Chapter 10 - Florida Rules and Regulations.
 - 5. Florida Administrative Code Chapter 10
 - 6. South Florida Water Management District Regulations.
 - 7. Florida Department of Environmental Protection, Florida Administrative Code, Chapter 62-1 through 62-814.
 - 8. Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) water quality parameters.
 - 9. RCID Policies and Procedures for Metering, Cross Connections, Backflow Prevention, and Reclaimed Water
 - 10. RCID Utility Specifications and Construction Standards
 - 11. RCES Electrical Construction Specifications
 - 12. RCID HPG/MPGNatural Gas New Construction Standards
 - 13. Underground Facility Damage Prevention And Safety (Florida Statute 556)

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 ABBREVIATIONS AND SYMBOLS

- A. The abbreviations and symbols used on Drawings will be identified and defined in the abbreviations and symbols lists found in the 100 Series Drawings.
- B. The abbreviations and symbols used in the Specifications will be the standard abbreviations and symbols used in commerce, or the standard abbreviations and symbols of the engineering discipline in which found.

1.02 REFERENCE STANDARDS AND SPECIFICATIONS

- A. All work shall be performed in accordance with all Articles of the Reedy Creek Improvement District General Conditions of the Contract for Construction.
- B. For compliance with laws, see the Reedy Creek Improvement District General Conditions of the Contract for Construction, Section 5.6.
- C. Perform work in accordance with latest installation and manufacturing practices. Conform to the "Manual of Accident Prevention in Construction" by The Associated General Contractors of America, Inc.
- D. Unless specifically noted to the contrary, conform with and test in accordance the Reedy Creek Improvement District General Conditions of the Contract for Construction, Section 5.7.
- E. For standards conflicts, see the Reedy Creek Improvement District General Conditions of the Contract for Construction, Section 2.1.3.
- F. In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should," "could" or "may," wherever they appear. Interpret references in these publications to the "authority having jurisdiction," the "Building Official," the "Structural Engineer," the "Architect/Engineer" or words of similar meaning, to mean the Owner.
- G. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.
- H. Unless directed otherwise, comply with referenced standards and specifications' latest revision in effect at the time Contract is executed, unless otherwise identified by date.
 - 1. Exception: Comply with issues in effect as listed in governing legal requirements.
- J. Refer to Construction Specifications Institute, "Sources of Construction Information", TD-2-5, for the various organizations or references which may appear in the Specifications, along with their respective acronyms.
- K. Specifications may contain references in addition to those listed therein. Please notify Owner's Representative if references are encountered which are not listed.

1.03 USE OF REFERENCE STANDARDS AND SPECIFICATIONS

- A. Any work specified by reference to the published standard or specification of a government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall conform to or surpass the minimum standards of quality for the materials and workmanship established by the designated standard or specification.
- B. Where such reference standards are so specified, all products and workmanship shall also conform to the additional prescriptive or performance requirements included within the contract documents to establish a higher or more stringent standard of quality than that required by the reference standard.

- C. Where the specific date of issue of the reference standard is not included in the specifications with the reference to the standard, the latest edition, including all amendments published and available at the time of publication of the invitation to bid, shall apply.
- D. Where two or more standards are specified to establish product, material or workmanship quality, the product, material and workmanship shall conform to or surpass the most stringent of the standards.
- E. Where there is conflict between referenced standards, the more stringent of the standards shall apply.
- F. Where the contract documents specifies both a standard and a brand name for a product, the proprietary product named shall conform to or surpass the requirements of the specified reference standard. The listing of a brand or trade name in the specifications shall not be construed as a warranty, guaranteeing that the named product, material or workmanship is in conformance with the reference standard.
- G. Copies of reference standards:
 - 1. Copies of applicable referenced standards are not included in this contract document.
 - 2. Where copies of the referenced standards are required by the contractor for superintending and quality control of the work, it shall be the responsibility of the contractor to obtain a copy or copies of the standard directly from the publication source and to maintain the standards in an orderly manner at the job site. The standards shall be available to the contractor's personnel, subcontractors, owner, engineer and representatives of the serving utility at all times.

1.04 APPLICABLE CODES & STANDARDS

- A. The codes and standards listed in this section shall apply for all labor and material furnished under this specification.
- B. The list includes, but shall not be limited to, the following:
 - 1. American Concrete Institute (ACI)
 - 2. American Institute of Steel Construction (AISC)
 - 3. American Iron and Steel Institute (AISI)
 - 4. American National Standards Institute (ANSI)
 - 5. American Society of Testing and Materials (ASTM)
 - 6. American Water Works Association (AWWA)
 - 7. American Welding Society (AWS)
 - 8. Architectural Barriers
 - 9. Association of Edison Illuminating Companies (AEIC)
 - 10. Certified Ballast Manufacturers (CBM)
 - 11. Chain Link Fence Manufacturers' Institute
 - 12. Edison Electrical Institute (EEI)
 - 13. Electrical Testing Laboratory (ETL)
 - 14. Federal Department of Transportation (Federal DOT)
 - 15. Federal Specifications (FS)
 - 16. Florida Department of Transportation (Florida DOT)

17. Florida Lightning Efficiency Code
18. Florida Thermal Efficiency Code
19. Florida Trenching and Safety Act
20. Institute of Electrical and Electronics Engineers (IEEE)
21. Instrument Society of America (ISA)
22. Insulated Cable Engineers Association (ICEA)
23. National Bureau of Testing Standards
24. National Fire Protection Association (NFPA)
25. National Electrical Code (NEC)
26. National Electrical Manufacturers' Association (NEMA)
27. National Electrical Safety Code (NESC)
28. National Electrical Testing Association (NETA)
29. Occupational Safety and Health Act (OSHA)
30. Steel Door Institute (SDI)
31. Steel Structures Painting Council (SSPC)
32. Underwriter's Laboratories (UL)
33. Uniform Building Code (UBC)

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 TESTING AND INSPECTING SERVICES

A. General:

1. In reference to Subparagraph 5.7.2. of the General Conditions of the Contract for Construction, Owner will employ, and pay for services of an independent testing laboratory to perform specified services.
2. Employment of testing laboratory by Owner shall not, in any way, relieve Contractor of its obligation to perform work in accord with Contract requirements.
3. Contractor shall pay all costs for tests failed and retesting required because of failures due to defective work or materials, as well as charges related to standby and/or remobilization.
4. Costs for testing of materials or procedures that are deviations or substitutions from Contract provisions shall be borne by Contractor if the tests are conducted to determine the acceptability of the proposed deviations or substitutions.
5. Review or inspection (or failure to do so) by Owner's Representative or Owner's authorized testing agency of Contractor's materials and/or Work constitutes neither acceptance on Owner's part nor waiver of Owner's right to future review or inspection.

B. Purpose: Independent testing laboratory services are required to provide unbiased quality control information necessary to protect the interests of Owner and to furnish such technical abilities as may be of benefit to the project.

C. Extent of laboratory services:

1. Cooperate with Owner's Representative and Contractor. Provide qualified personnel promptly on notice.
2. Perform specified tests, and additional tests which may be necessary. Refer to individual Specifications Sections for required tests and inspections.
 - a. Comply with specified standards insofar as they apply to the Work.
 - b. Ascertain compliance with requirements of Contract Documents.
3. Promptly notify Owner's Representative and Contractor of noncompliance, irregularities, or deficiencies in the Work which are observed during performance of services.
4. Conduct inspections and tests and provide reports as soon as possible so as not to delay the Work.
 - a. Make an accurate written report of all tests and inspections, and deliver same to Owner's Representative. As a minimum, unless directed otherwise, a written report shall be prepared for all tests and inspections, or in some instances, series of tests and inspections.
 - b. In addition to submitting copies to Owner's Representative, submit copies to Contractor, Structural Engineer, to local building authorities as required by Codes and Ordinances, and to other parties as directed by Owner's Representative in the instructions to the laboratory.
 - c. Reports shall include: Date issued and date of test, project title and number, testing laboratory's name and address, name and signature of laboratory supervising engineer, inspector, date of inspection or test, record of temperature and weather, identification of product and project Specifications Section number, location in project, type of inspection or test, and comments regarding compliance with Contract Documents.
 - d. Perform additional services as may be required or ordered by Owner's Representative.

- D. Testing laboratory is not authorized to:
 - 1. Release, revoke, alter, or enlarge upon requirements of Contract Documents.
 - 2. Approve or accept any portion of the work.
 - 3. Perform any duties of Contractor.
- E. Tests and inspections: Sampling, inspection, and testing shall include, but not necessarily be limited to, the following:
 - 1. Soils for use in fills and backfills: Determine suitability.
 - 2. Foundation bearings: Inspect and test.
 - 3. In-place fills and backfills: Inspect and test.
 - 4. Reinforcing steel: Inspect and test.
 - 5. Concrete ingredients: Inspect and test.
 - 6. Concrete quality control: Inspect and test.
 - 7. Structural steel: Inspect and test.
 - 8. Welding and structural bolting: Inspect and test.
 - 9. Concrete unit masonry including veneer ties.
 - 10. Fireproofing: Inspect and test.
 - 11. Asphalt concrete; asphalt concrete base: Inspect and test.
 - 12. Refer to individual Specifications Sections for additional specific testing requirements.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel. Provide access to Work site, and to manufacturer's shops as may be required by laboratory personnel to perform inspecting, sampling, and testing services.
- B. Notify laboratory sufficiently in advance of project need to allow for scheduling, assignment of personnel, inspecting, and testing (at least 48 hours).
- C. Provide for laboratory sampling in required quantities, all representative samples of materials to be tested.
- D. Furnish copies of all test reports and certifications which may be required by testing laboratory.
- E. Furnish casual labor and facilities:
 - 1. To provide access to work to be inspected and tested, facilitate inspections and tests, and to obtain and handle samples at the Job Site.
 - 2. For laboratory's exclusive use for storage and curing of test samples.
- F. Arrange with laboratory and pay for:
 - 1. Additional inspections, samples, and tests required for Contractor's convenience.
 - 2. Additional tests when initial tests indicate work does not comply with Contract requirements.
- G. Provide storage and protection of materials. Remove materials as necessary for inspections and tests, and replace same after inspections and tests have been performed by the laboratory.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes, but is not necessarily limited to, the following:
 - 1. Temporary lighting and power for all construction activities, including extension of temporary electrical service to permanent construction from utility services outside of permanent construction.
 - 2. Temporary water for construction, including all distribution systems.
 - 3. Temporary sanitary facilities for construction personnel.
 - 4. Temporary fire protection system.
 - 5. Temporary roads.
 - 6. Temporary barriers and fencing.
 - 7. Scaffolding.
 - 8. Temporary office trailers and storage sheds/trailers.
 - 9. Temporary controls for noise, dust, water and erosion
 - 10. Temporary security, protection and safety signage.
 - 11. Temporary tree and plant protection
 - 12. Temporary telephone service
 - 13. All other temporary facilities required by Contractor to perform the Work.
- B. Provide all work under this Section in full accord with all regulatory agencies having jurisdiction.
 - a. The location of any temporary facilities and the extent of the facilities and services to be provided shall be subject to the requirements of the Contractor and the approval of, and to such conditions as, the Owner's Representative may prescribe.
- C. Duties of Contractor:
 - 1. Filing of all permits with local utilities.
 - 2. Payment of all fees as well as all inspection and supervision costs as may be levied by local jurisdictional utilities and agencies.
 - 3. Payment of all usage, service and energy charges for temporary utilities for construction purposes.
 - 4. Maintenance of all temporary work and facilities.
 - 5. All barriers, fences and gates, signs, and all other personnel warning and safety measures and devices of every kind required by Code, applicable regulation, or Owner's Representative.
 - 6. Disconnecting and removing of all temporary work not part of permanent construction when and as directed by Owner's Representative.
 - 7. All concrete work, including thrust blocks, for temporary construction facilities.
 - 8. Provide and maintain proper identification (i.e., flagging) and protection of all utility locations, whether permanent or temporary, installed under the Contract. Such identification shall be maintained for the duration of the Contract and shall be sufficient to thoroughly alert others as to the presence and exact locations of any underground utilities installed by Contractor.
 - 9. Design services required to provide temporary protection, facilities and controls as specified.

1.02 TEMPORARY LIGHTING AND POWER

- A. Provide sufficient temporary power for all operations at each stage of construction.
- B. The Contractor shall provide power for construction at the project site. He shall make arrangements with Reedy Creek Energy Services (RCES) for power takeoff points, voltage and phasing requirements, transformers and metering and shall pay the costs and fees arising therefrom. The Contractor shall provide the special connections required for this work. The Contractor shall submit a temporary power plan to the Owner's Representative for approval prior to installing such systems within the facility. Shut down of source panel for the purpose of installing temporary power systems is to be scheduled and approved by the Owner's Representative prior to shutdown. All temporary power systems are subject to Reedy Creek Improvement District Building Department permitting and inspections. Contractor shall connect to the designated transformer(s) and provide all required material and equipment necessary to distribute temporary power as required for the Work.
 - 1. All temporary services connecting to existing transformers shall include a NEMA-3R fused disconnect mounted within 10 feet of the transformer point of connection, and shall be equipped with properly sized fuses to fully protect the feeder cable.
 - 2. A maximum of 600 amps (aggregate) connected load will be allowed at each substation for temporary power demand. If contractor requires additional power, or requires power prior to availability of Owner-provided power (as defined below), it shall provide trucked-in generator services as required.
 - a. Contractor shall not connect to or otherwise make any temporary use of permanent 480V switchgear and distribution boards installed at the substations, regardless of the readiness or capacity of that equipment to serve accordingly.
 - 3. Trucked-in generator usage shall be subject to Owner's noise and pollution control limitations specified in Section 01111.
 - 4. Obtain easements to bring temporary utilities to the job site where Owner's easements cannot be used for that purpose, if applicable.
 - 5. Install service in compliance with the NEC and NFPA 70 and other applicable local codes. Comply with the applicable NEMA, NECA, and UL standards and regulations for temporary electric service.
- C. Wiring for temporary lighting and power shall be provided as required. Install in accord with applicable codes.
 - 1. Provide required disconnects, grounding, and all other devices and appurtenances required by all applicable agencies and codes, and remove same upon completion of Work.
 - 2. Provide all required transformers, fused main switches, distribution boards, panels, cut-outs, wiring and grounding, sockets, lamps, fuses, and motor connections to suit all load requirements.
- D. Provide and maintain all temporary lighting and power equipment as required until permanent lighting and power equipment is installed and activated. Switch-over from temporary to permanent supply when the permanent supply is ready.
 - 1. Switch-over may be required to be done during overtime hours at no additional cost to Owner.
 - 2. When required, provide all step-up and step-down transformers for temporary and permanent equipment required to be connected to temporary power.
- E. Provide temporary site lighting and power systems as required.
 - 1. Submit for Owner's Representative's approval detailed design drawings indicating the exact location of all fixtures, disconnects, timers, photo cells, and conduits routing.

- a. All conduits shall be routed to avoid proposed structures and proposed permanent utilities.
 - b. All conduits shall be buried a minimum of 18 in. below rough grade indicated on Drawings.
 - c. All conduits shall be encased in red, 2-1/2 sack concrete slurry mix.
 - d. All drawings shall be signed and sealed by a Florida Electrical Engineer, and shall comply with all applicable codes.
 - e. All work shall comply with the Specifications for permanent electrical work, except as explicitly noted otherwise herein.
2. Temporary site lighting system shall be operational from dusk until dawn, and shall be controlled by photocells.
 - a. System shall be designed to be controlled by a master service disconnect.
 - b. All disconnects shall be clearly marked, and protected by three concrete-filled steel pipe bollards which shall extend a minimum of 1 ft. above the highest point of the disconnect be embedded in footings 1 ft. in diameter and 2 ft. deep.
 3. Provide and maintain any additional temporary lighting/power systems required to perform the Work.
 - a. Provide adequate temporary lighting beneath scaffolds and other temporary facilities.
 - b. Provide additional lighting as necessary for Owner's Representative's inspection of specific substrates and other construction.
 - c. Provide a minimum of 10 ft.-candles at floor level average within any enclosed space or other area wherein finish work (drywall, painting, flooring, ceilings, millwork, lighting installation, etc.) is scheduled to occur. Maintain until permanent lighting system is operational.
- F. Provide connections for all construction equipment requiring power.
- G. Provide and maintain temporary feeders to permanent mechanical equipment requiring power or testing until permanent feeders are connected and energized:
- H. Relocate temporary electric facilities, as required, to provide clearances for permanent installations of trades work to facilitate job progress.
- I. All equipment provided shall be sized to meet requirements for connected lighting load, and power load demand.
- J. Provide all required replacement fuses, replacement lamps, and all other appurtenances required for duration of construction period.
- K. When directed by Owner's Representative after permanent power has been switched-over, remove those portions of temporary light and power installations that are the responsibility of Contractor.
1. All materials removed shall become the property of Contractor. Contractor shall dispose of or remove such materials from the site.
- 1.03 TEMPORARY WATER
- A. Provide temporary water for construction purposes. Contact the RCES Water Department for temporary service as required by local codes. Connection to or extension from Owner's existing water service will be permitted. Where utility company provides only part of the service, provide remainder with matching, compatible materials and equipment. Comply with all RCES Water Department requirements.

1. Owner's Representative shall designate point of connection. Arrange with Owner's Representative to make connections for temporary service as applicable. Owner's Representative's written approval is required before making any connections to existing water service. No connection shall be made to any potable water main or fire hydrant or industrial water line without written approval from the RCES Water Department. .
 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services as required to support operations.
 3. Obtain easements to bring temporary utilities to job site where Owner's easements cannot be used for that purpose.
 4. Comply with applicable codes and regulations.
 5. The Reedy Creek Improvement District (RCID) may permit the use of water from a fire hydrant on the RCID water system for construction or other temporary purposes provided the Contractor shall properly apply for and attach a hydrant meter, approved backflow prevention device meeting the requirements of AWWA C506A (reduced pressure), and a hand operated valve. RCID will provide the hydrant meter, and the Contractor will be required to provide an approved backflow prevention device, hand-operated valve and any required adapter fittings.
 - a. The installation of the equipment by the Contractor shall be under the supervision, inspection and approval of a representative of RCID.
 - b. Valves on the RCID water system shall not be operated by any person other than RCES Water Department personnel.
 - c. All water used in the construction shall be at the expense of the Contractor
- C. Maintain the entire temporary water system to keep it in good working order. It is essential that water for fire protection purposes be available at all times. When required, relocate temporary water system so as not to interfere with permanent construction.
- D. Prior to activation of the temporary water system, provide an alternate means of supplying temporary water and fire protection, subject to approval of Owner's Representative.
- E. At completion of the Work, or as directed by Owner's Representative, remove all temporary water and drainage systems. Salvageable materials remain the property of Contractor.
- 1.04 TEMPORARY SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL
- A. Existing sanitary facilities are not available for the Contractor's use. The Contractor shall provide toilet and wash-up facilities for his work force at the site of work. They shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation.
 - C. Provide quantity and location of temporary toilets as required by authorities having jurisdiction, including, but not limited to, OSHA, and subject to approval by Owner's Representative.
 - D. Maintain temporary toilets in a sanitary condition at all times, subject to approval by Owner's Representative. Temporary toilets are to be emptied at a minimum twice weekly, and properly maintained on a daily basis.
 - E. Provide a suitable drainage system, subject to approval of Owner's Representative and compliance with applicable laws and regulations, to carry construction wastewater from work area to an approved waste location.
- 1.05 TEMPORARY FIRE PROTECTION SYSTEM
- A. Provide temporary fire protection systems for the project in accord with Reedy Creek Improvement District Fire Prevention Regulations and all other applicable regulations.

1.06 TEMPORARY ROADS / CONTRACTOR ACCESS AND EGRESS

- A. Provide any new construction access roads and maintain same in good order and any existing construction access roads within the work areas of this Contract.
- B. Contractor has examined the job site and observed the existing conditions and has been advised as to the extent of temporary roads to be provided and maintained by Separate Contractors.
- C. Provide any other temporary roads and/or stabilized areas required for execution of the Work and approved by Owner's Representative. Maintenance of same shall be for the duration of the Contract. Remove same at the completion of Contractor's work, unless otherwise directed by Owner's Representative.
- D. Truck hauling of materials for the Work will be in accordance with the Project Manual and the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1.07 TEMPORARY FENCING

- A. Where indicated, the Contractor shall construct a 6'ft. high removable chain link fence around the job site construction area of the Project. All Contractor construction activity within the Project site shall be performed within the building interior and construction fence area at all times.
- B. Where indicated, Contractor is required to construct a full height barricade of wood frame and plywood sheeting (CDX good side out) where indicated. Install 1-in. x 4-in. trim horizontally along the top and bottom of each barricade, as well as over all vertical joints. Paint exterior side of barricades facing the guest area. Color to match adjacent surfaces and is subject to approval by Owner's Representative.
- C. Maintain all temporary and permanent fencing installed under this Contract in condition satisfactory to Owner's Representative. Immediately replace damaged portions of fence and loose or damaged visual screening, whether or not specifically directed by Owner's Representative to do so.

1.08 SCAFFOLDING

- A. Design, furnish, and erect any scaffolding required for the performance of the Work. Any scaffolding provided by Contractor shall comply, in all respects, with requirements of OSHA, and shall be placed so as to allow for access and passage of both personnel and material. Scaffold design drawings shall include shoring requirements as applicable.
- B. Owner's Representative shall be afforded access to Contractor's scaffolding for purposes of observation, inspection, or related activities.

1.09 OFFICE TRAILERS

- A. Place and relocate Contractor's on-site trailer(s), at no additional costs to Owner, when and where directed by Owner's Representative, and provide all necessary facilities for its personnel.
 - 1. Each structure Contractor maintains within Reedy Creek Improvement District must contain "ABC" fire extinguishers as required by the Reedy Creek Improvement District and be anchored (tied down) in an appropriate manner.
 - 2. Design and location of such trailers shall be subject to the approval of Owner's Representative and jurisdictional agencies.
- B. Owner's Representative reserves the right to modify trailer locations one time during the Contract Time as may be necessary to facilitate job conditions at no additional cost.
- C. Provide telephone service and trailer utility connections for Contractor's trailers, where such services exist. Obtain prior approval from Owner and jurisdictional agencies for connection to any existing service.

1.10 TEMPORARY PROTECTION

- A. Furnish, install, and maintain all temporary protection required by OSHA and any other agencies having jurisdiction.
- B. Remove and dispose of all temporary protection material and equipment at no additional cost to Owner.

1.11 DUST CONTROL

- A. Use all means necessary to prevent the spread of dust during the performance of work.
- B. Thoroughly moisten all surfaces at such frequency as will allay the dust at all times.

1.12 WATER & FLUID CONTROL

- A. See the Reedy Creek Improvement District General Conditions of the Contract for Construction.
- B. Do not allow rain, surface or subsurface water or other fluid to accumulate in excavations nor under or about the structures.
- C. Do not allow rain or surface water from construction areas to run off or contaminate existing landscaped or paved areas.
- D. Control and dispose of water and run-off as described in Sections 01575 and 02370 of these Specifications.

1.13 GENERAL ITEMS

- A. Non-routine vehicle maintenance will not be permitted on the job site.
- B. Contractor is responsible for legal and safe transportation of workers to and from off-site vehicle parking areas and the work areas.
- C. Noise Control: "Whisperize" and muffle all equipment.
- D. In general, make material deliveries during normal working hours. Where special deliveries must be made at other times, request the Owner's Representative's approval. After approval, arrange for proper labor force to receive and unload. If this procedure is not complied with, delivery will not be permitted.
- E. Staging areas for delivery of materials and equipment will be at locations designated by the Owner's Representative.
- F. Contractor understands that other contractors will be working on the site for the duration of this Contract. Sequence operations to accommodate and coincide with the operations of the other contractors, and as approved by the Owner's Representative. Areas will be made available in accord with the Owner's requirements.
- G. Utility mains and utility services to buildings or other facilities of the Owner or another contractor shall not be cut off or otherwise interrupted without permission from the Owner or the Owner's Representative.
- H. After authorization, prior to interrupting any utility service, the Contractor shall ascertain that it has the proper materials, together with adequate workmen and equipment, to complete the work in a minimum amount of time.
- I. Where possible, interruption in service shall be scheduled during the hours when the facilities are not in use.
- J. Cost of delays and inconvenience to the Owner, when normal services are not resumed as scheduled, shall be chargeable to the Contractor.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Erosion, sedimentation, and water pollution control features in place or relocated as indicated on Drawings, prior to start of any grading or construction.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Temporary facilities and controls: Section 01500.
- B. Grading: Section 02310.

1.03 DEFINITIONS

- A. Control features: Includes, but is not limited to, berms, erosion control blankets, gravel bags, sand bags, silt barriers, silt fences, swales, and other features in accord with referenced specifications and standards.

1.04 QUALITY ASSURANCE

- A. Performance criteria: Prevention, control and abatement of erosion, sedimentation and water pollution shall be in accord with:
 - 1. As indicated on Drawings.
 - 2. As established under the accepted Contractor's Stormwater Management Plan (CSMP):
 - a. Contractor shall prepare a comprehensive plan for the management of incident and transient storm water within the limits of work.
 - b. Contractor's plan shall indicate all measures required to comply with the applicable requirements of the regulatory agencies as relates to the Work and the situation within limits of work during the Contract Time.
- B. Reference specifications and standards:
 - 1. South Florida Water Management District regulations
 - 2. Florida Department of Environmental Regulation rules
 - 3. Reedy Creek Improvement District Construction Compliance and Erosion Control Specification
 - 4. Florida DOT Standard Specifications for Road and Bridge Construction, Section 104

1.05 SUBMITTALS

- A. When required by regulatory agencies, the Contractor shall prepare and submit an erosion control plan to the Reedy Creek Improvement District Planning and Engineering Department for review. This plan must include:
 - 1. Project description.
 - 2. Project location.
 - 3. Limits of construction.
 - 4. Proximity to wetlands, lakes, streams, canals and/or other environmentally sensitive areas.
 - 5. Wetland impacts (if applicable).

6. Proposed storm water drainage system.
 7. Receiving waters.
 8. Soil types.
 9. Sequence of construction.
 10. Construction entrance(s).
 11. Soil stockpile (if applicable).
 12. Fill material (if applicable).
 13. Erosion control devices.
 14. Maintenance schedule.
 15. Dewatering plan.
 16. Temporary and permanent soil stabilization plan.
- B. Drawings shall indicate plans and details, including layout and locations of erosion and sedimentation control features. Indicate dimensions, materials and anchorage to underlying substrates.
- C. A copy of the approved erosion control plan shall be submitted to the Owner's Representative for information purposes in accordance with Section 01330.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials for control features: In accord with referenced specifications, standards, and approved submittals.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General
1. Erect and maintain control features in accord with approved erosion control plan, Drawings and referenced specifications, standards, and approved submittals.
 2. All erosion prevention and control measures must be approved by Reedy Creek Improvement District prior to being placed at the construction site.
 3. All erosion prevention and control measures must be inspected and approved by Reedy Creek Improvement District compliance personnel prior to any construction activities.
 4. Written approval from the Reedy Creek Improvement District must be received before proceeding with project construction.

4. Any deviation from the procedures in this specification shall result in immediate issuance of work stoppage by the Owner.
 5. The Owner reserves the right to restrict or prohibit certain erosion controls due to poor performance or because the devices may increase environmental degradation. It is the responsibility of the Contractor to inquire about these restrictions.
 6. All erosion, sedimentation and turbidity controls must perform in a manner so as to minimize any adverse impact on the activities of fish, wildlife, natural environmental values and water quality.
 7. Permanent soil erosion control measures for all slopes, channels, ditches or any disturbed land areas shall be completed immediately after final grading. When it is not possible to permanently protect a disturbed area immediately after grading operations, temporary erosion control measures shall be installed. All temporary protection shall be maintained until permanent measures are in place and established.
- B. Materials Discharge
1. Dewatering shall be accomplished in accordance with Section 02240 of this Specification, and permit requirements.
 2. All materials from project work shall be contained and not allowed to collect in any off-perimeter areas or in waterways, including both natural and man-made open ditches, streams, storm drains, lakes, ponds and wetlands.
 3. Sediment shall not be washed or swept into any storm water inlets.
 4. Inlet protection devices shall be used to prevent sediment from entering any storm water drainage system.
 5. All mud, dirt or other materials tracked or spilled onto existing state, county, city or private roads and facilities from the project site shall be promptly removed by the Contractor.
 6. When conducting a directional drill, the Contractor shall contain and remove all excess driller's mud from the area and dispose of the material off site or as directed by the Owner.
- C. Silt Barriers
1. At all work sites where erosion and sedimentation control are required, two rows of perimeter erosion and/or turbidity containment shall be used (i.e., double row staked silt fences).
 2. Silt fences shall not be placed outside of the project limits.
 3. Double rows of silt fence shall be separated by a minimum of 3 feet.
 4. After silt barriers are in place and approved, and prior to any other site work, storm water pond(s), if applicable, shall be constructed or placed to final elevations with all slopes stabilized and sodded.
 5. Silt barriers shall be maintained until final protective vegetation has been established or other ground cover materials have been placed.
 - a. Silt barriers shall not be removed by the Contractor until final protection vegetation has been established.
- D. Sodding, Seeding, and Mulching
1. During construction the contractor shall provide temporary seeding and mulching for areas that have been cleared and not reworked within 7 calendar days during the wet season (April through September) and 14 calendar days during the dry season (October through March).

2. All side slopes shall be sodded, seeded or mulched within 7 calendar days during the wet season and 14 calendar days during the dry season.

E. Alternate Methods

1. In the event that the erosion prevention and control devices prove to be ineffective, alternate methods for maintaining state water quality standards for discharge from the construction site will be required.
2. All alternative erosion prevention and control devices must be approved by Reedy Creek Improvement District compliance personnel prior to placement.

3.02 MAINTENANCE

- A. Inspect control features immediately after each rainfall and similar event, and at least once a day during periods of prolonged rainfall and similar events. Immediately repair control features to maintain intended function and performance.
- B. Replace sandbags and other materials that exhibit damage, decomposition, or are otherwise ineffective.
- C. Prevent excessive accumulation of sediment deposits. Remove sediment deposits at a frequency of not less than after each rainfall and similar event.
- D. All sediment, erosion and turbidity control measures shall be in working condition at the end of each work day.

3.03 REMOVAL OF CONTROL FEATURES

- A. Removal of all erosion controls and prevention measures shall be done only after authorization by Reedy Creek Improvement District compliance personnel is obtained.

END OF SECTION

PART 1 - GENERAL

1.01 DEFINITIONS

- A. "Product" is defined to include Contractor obtained items for incorporation into the Work, regardless of whether specifically obtained for project or taken from Contractor's stock of previously purchased products. The term includes "materials," which are defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The term also includes "equipment," which is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). The term "product" is also extended to include, without negating their distinctive meaning, other terms used in Contract Documents such as "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms which are self-explanatory and which have recognized meanings in the construction industry.
- B. "Option" is defined as an allowable choice among acceptable products. The factors involved in making such choices are further defined in this Section of the Specifications, in Part 2.
- C. Substitutions are defined as products which are not identified on Drawings or in Specifications as acceptable and which have been proposed by bidders or by Contractor to replace specified products. If proposed by bidders prior to execution of Contract and accepted by Owner, such substitutions will be recorded in Contract Documents by means of Addenda. If proposed by Contractor after execution of Contract and accepted by Owner, such substitutions will be recorded in Contract Documents and shall become part of the Work. The term "substitutions" specifically excludes any changes made in Contract Documents as a result of requests made by Owner.

1.02 INTENT OF CONTRACT DOCUMENTS

- A. Throughout Contract Documents, products are referred to or identified by trade name or number, manufacturer's name or number, or in some like manner. When so identified, it is intended that the named product be provided. Any product other than the product identified will be classified as a substitution.
- B. It is the further intent of Contract Documents that all products be:
 - 1. New.
 - 2. The best of their respective kinds.
 - 3. Furnished in ample quantities to facilitate proper and timely execution of the Work.
 - 4. Of one manufacturer for each specific purpose, insofar as is practicable.

1.03 QUALITY ASSURANCE

- A. Source limitations: To the greatest extent possible, provide products of a singular generic kind and from a single source.
- B. Compatibility of options: Where more than one choice is available as option for Contractor's selection, select option which is compatible with other products already selected. Total compatibility among options is not assured by limitations within Contract Documents but must be provided by Contractor. Compatibility is a basic general requirement of product selections.

1.04 CONTRACTOR'S OPTIONS

- A. Where products are specified solely by reference standards or performance characteristics, select any product by any manufacturer that meets requirements. Owner's Representative reserves the right however to exercise its prerogative in determining what is acceptable and what is not acceptable.

- B. Where products are specified by reference standards or performance characteristics and listed by trade name or number, or manufacturer's name or number, select from list of named products.
- C. Where products are specified by naming one or several manufacturers, select product from list of manufacturer(s) named.
- D. Where products are specified by naming several manufacturers, but the option of selecting equivalent products is indicated by the statement "equivalent to" or words of like import before or after specified product, submit request, as required for substitution, for any product not specifically named.
- E. For products specified by naming only one product and manufacturer, there is no option, and no substitution will be allowed.

1.05 SUBMITTALS

- A. Requests for substitutions:
 - 1. Bidding phase: During bidding phase written requests will be considered for substitutions which comply with requirements of Part 2 of this Section, which are received not less than seven days prior to scheduled bid date, and which are properly executed on "Request for Substitution" form included as Attachment A of this Section.
 - a. Submittal requirements: Single fully executed copy of attached form, together with such supporting data as may be necessary to establish equivalence of proposed substitution to specified products.
 - 2. Contract phase: After execution of the Contract, written requests will only be considered for substitutions which comply with requirements of Part 2 of this Section and which are properly executed on "Request for Substitution" form included as Attachment A of this Section.
 - a. Submittal requirements: Three fully executed copies of attached form, each with such supporting data as may be necessary to establish equivalence of proposed substitution to specified products. In addition, provide three copies of separate statement detailing effect of proposed substitution on construction time, coordination with other work, and Contract Sum, and including statement that proposed substitution will result in overall Work which is equal to or better than Work originally indicated.
- B. Product listing: Within 14 days after Notice to Proceed, submit 9 copies of complete list of products proposed for installation, tabulated to correspond to Specification Sections. For products which have been specified by use of standards, performance requirements, or other non-proprietary means, list product by trade name. Include name and address of manufacturer, model or catalog designation, and attach data indicating compliance with Specifications.

PART 2 - PRODUCTS

2.01 GENERAL PRODUCT COMPLIANCES

- A. General: Compliance requirements, for individual products as indicated in Contract Documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details, and other similar forms and methods of indicating requirements, all of which must be complied with.

- B. Procedures for selecting products: Contractor's options for selecting products are limited by Contract Document requirements and governing regulations, and are not controlled by industry conditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:
1. Single product/manufacturer name: Provide product indicated. No option or substitution will be allowed, except advise Owner's Representative before proceeding, where known that named product is not a feasible or acceptable selection.
 2. Two or more product/manufacturer names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Owner's Representative before proceeding.
 3. Except as otherwise indicated, named products are defined to mean manufacturer's name for product, as recorded in published product literature of latest date prior to date of Contract Documents. Do not use products or models of an earlier or later date without prior approval of Owner's Representative.
- C. Standards, codes and regulations: Where compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.
- D. Performance requirements: Provide products which comply with specific performance indicated, and which are recommended by manufacturer in published product literature or by individual certification for application indicated. Overall performance of a product is implied where product is specified for specific performances.
- E. Prescriptive requirements: Provide products which have been produced in accord with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing, and similar operations in manufacturing process.
- F. Visual matching: Where matching of established sample is required, final judgment of whether product proposed by Contractor matches sample satisfactorily is Owner's. Where no product within specified cost category is available which matches sample satisfactorily and complies with requirements, comply with Contract Document provisions concerning "Substitutions" and "Change Orders" for selection of matching product outside established cost category or not complying with requirements.

2.03 GENERAL PRODUCT REQUIREMENTS

- A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.

2.04 SUBSTITUTIONS

- A. Conditions: Requests for substitutions will be received and considered when extensive revisions to Contract Documents are not required and changes are in keeping with general intent of Contract Documents; where timely, fully documented, and properly submitted; and only under the following circumstances:
1. Prior approval: Requests for substitutions submitted prior to bid date will be considered only for products which have been specified by brand names or manufacturers.
 2. Post-award substitutions: Requests for substitutions submitted by Contractor after award of Contract will be considered only when at least one of the following conditions is satisfied, in judgment of Owner.

- a. Where required product, material, or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the Work promptly or coordinate various activities properly.
 - b. Where required product, material or method cannot be provided in a manner compatible with other materials of the Work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed Work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which is thereby certified to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other noncompliance as claimed.
 - c. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
 - d. Where substantial advantage is offered Owner, in terms of cost, time, or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Owner for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.
- B. Requests received for substitution will not be considered, except under the following conditions:
1. Product discontinued and no longer being manufactured.
 2. Insufficient quantity, except the following shall not establish cause for substitutions.
 - a. Failure to award a subcontract in sufficient time.
 - b. Failure to place orders for products in time to ensure delivery without delay of work.
- C. Delays beyond control of Contractor, such as strikes, lockouts, fires, storms, or other acts of God, which may delay the procurement and delivery of products may constitute sufficient grounds for other Contract changes, but will not necessarily be sufficient cause for allowing substitutions.
- D. Owner reserves the right to consider substitutions at any time during the progress of the Work when it would be in its best interests to do so.
- E. Submit 9 copies of a written request (format attached) for substitution. Include in request:
1. Statement indicating why specified product cannot be provided.
 2. Complete data substantiating compliance of proposed substitution with Contract Documents.
 3. For products:
 - a. Product identification: Include manufacturer's name and address.
 - b. Manufacturer's printed literature: Product description, performance and test data, and reference standards.
 - c. Samples, where appropriate.
 - d. Name and address of similar projects on which product was used, and date of installation.
 - e. Test reports when applicable.
 - f. Complete data substantiating the compliance of the proposed substitution with the Contract Documents.
 4. For construction methods:
 - a. Detailed description of proposed methods.

- b. Drawings illustrating methods.
- 5. Itemized equality comparison of proposed substitution versus product or method specified.
- 6. Data relating to changes in construction schedule.
- 7. Accurate cost data on proposed substitution compared with product or method specified.
- 8. Relation to separate contracts.
- F. In making request for substitution, Contractor represents:
 - 1. It has personally investigated proposed product or method, and determined that product is equal or superior in all respects to that specified.
 - 2. It will provide the same warranty for substitution as for product or method specified.
 - 3. It will coordinate installation of accepted substitution into Work, and make such changes as may be required for Work to be completed in accord with Contract Documents.
 - 4. It waives all claims for additional costs related to substitutions which may subsequently become apparent.
 - 5. It will assume all additional cost of construction performed by other separate contractors to accommodate the accepted substitution.
 - 6. Cost data is complete and includes all related costs under its Contract, but excludes Owner's redesign, and costs under separate contracts.
 - 7. It accepts the responsibility for additional costs encountered by Owner for redesign or by others as a result of substitution(s) made by Contractor.
- G. Substitutions will not be considered if:
 - 1. Indicated or implied on shop drawings or product data submittals without formal request submitted in accord with Article 1.05.
 - 2. Acceptance will require substantial revision of Contract Documents as solely determined by the Owner's Representative.
- H. Consequences of non-compliance: Requests for substitution which do not comply fully with the foregoing conditions will be discarded or returned to Contractor without action by Owner's Representative.
- I. Contractor's submittal of, and Owner's Representative's approval of, shop drawings, product data, and samples which indicate work not in compliance with Contract Documents does not constitute an acceptable request for, nor approval of, a substitution.

PART 3 - EXECUTION
Not Used

END OF SECTION

REQUEST FOR SUBSTITUTION

Date of request: _____

Name of party requesting substitute: _____

Reasons for substitution request: _____

Specification Section: _____

Specified item: _____

Proposed substitute: _____

Manufacturer: _____

Deviations from the specified item: _____

Manufacturer's recommendations for use and installation:

(list recommendations)

Change in other work to permit use of proposed substitute:

(list changes - submit drawings if required for clarity)

Technical data to support request for approval:

(list ASTM designations met, submit testing laboratory reports and experience records, etc.)

Other supporting data:

(submit brochures, samples, drawings, etc.)

REQUEST FOR SUBSTITUTION (Cont'd)

Certification: In making request for substitution, party whose signature appears below certifies that all of the following statements are true:

Proposed substitution has been personally investigated and is equal or superior in all significant respects to product specified for specific applications required;

Proposed substitution will be warranted under same terms required for specified product;

All coordination with other work necessitated by proposed substitution will be accomplished in complete and proper fashion by party signing this form; and

Claims against Owner for additional costs related to proposed substitution which subsequently become apparent after approval by Owner are hereby waived.

Signed: _____

Typed Name: _____

Title: _____

Company: _____

END OF ATTACHMENT A

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Refer to Drawings for products and equipment furnished by Owner, as well as a determination of installation responsibility.
- B. Owner's Representative reserves the right to change, add, or delete items from Drawings as may be expedient for its own best interests, and to modify contractual arrangements to facilitate progress of the Work.
- C. Owner-furnished products and responsibility for installation is indicated on Drawings, and is keyed as follows:
 - 1. OF/OI = Owner-Furnished/Owner-Installed.
 - 2. OF/CI = Owner-Furnished/Contractor-Installed.

1.02 DUTIES OF PARTIES

- A. Owner's duties:
 - 1. Schedule item delivery date with supplier in accord with construction schedule.
 - 2. Obtain installation drawings and instructions for all items.
 - 3. Arrange warranties.
 - 4. Install OF/OI items.
- B. Contractor's duties:
 - 1. Receive, handle, and transport to the Job Site all OF/CI items. Assume all responsibility for this material from time of receipt until final acceptance of the installation. Pick up material at a location to be designated by Owner's Representative, within a 35-mile radius of the Project Job Site. Provide all labor, miscellaneous materials, and equipment required for a complete and proper installation, including, but not limited to, fasteners, adhesives, supports, conduit, wire, boxes and final terminations, etc.
 - a. All off-loading, rigging, protection, setting, hoisting, and installation of OF/CI items are to be by Contractor. Be responsible for coordination and assuring delivery to the Job Site.
 - b. Protect Owner- or Contractor-furnished items from damage due to weather, dust, debris, or separate contractors. Make necessary repairs, at no additional cost to Owner, if Contractor damages items as a result of insufficient protection.
 - c. Verify dimensions, weight, shapes and packaging, etc., of OF/CI items, and utilize equipment suitable for the task (e.g., trucks, hand trucks, blankets, tie-downs, etc.). Owner's Representative reserves the right to withhold release of items it deems will not be afforded proper handling or protection based on the equipment presented by Contractor at the time of pick-up.
 - d. Clean up and properly dispose of all crating, packaging, etc.
 - 2. Provide means for handling items when delivered, off-load from carrier, and provide protected storage for all items.
 - 3. Promptly inventory and inspect delivered items, and report damaged or defective items. Submit claims for transportation damages as applicable.
 - 4. Repair or replace items damaged as result of Contractor's operations.

5. Replace items which have been lost, stolen, or otherwise misplaced and are not available for installation.
6. Provide utility services as required for all items. Properly install, connect and provide any and all work necessary for completion of Owner-Furnished/Contractor-Installed items.
 - a. Provide mechanical work in accord with provisions of Division 15.
 - b. Provide electrical work in accord with provisions of Division 16.
7. When the Contractor transports Owner-furnished products from the point of origin to the job site, the Contractor assumes responsibility for the condition of all Owner-furnished material beginning at the time of initial loading onto transports at origin of shipment until the Certificate of Substantial Completion is issued by the Owner's Representative. Any mechanical damage, or decline in the condition of Owner-furnished products will be assumed to have occurred while in the care of the Contractor. WHEN THE CONTRACTOR TRANSPORTS OWNER-FURNISHED PRODUCTS FROM THE POINT OF ORIGIN TO THE JOB SITE, THE CONTRACTOR IS RESPONSIBLE FOR THE OWNER-FURNISHED PRODUCTS FROM THE POINT OF ORIGIN UNTIL TIME OF FINAL COMPLETION OF THE WORK.
8. When Owner-furnished products are transported to the job site on the Owner's behalf by an entity other than the Contractor, the Owner assumes responsibility for the condition of such goods until such time as the Contractor accepts them at the job site. The Contractor shall carefully inspect all Owner-furnished products upon delivery by others to the job site prior to accepting such goods into its care and keeping and shall accept only those goods that appear to be free from damage or defects in material or workmanship. The Contractor shall refuse delivery of any defective or damaged Owner-furnished products transported on the Owner's behalf to the job site by others and shall immediately notify the Owner's Representative of such defects or damages.
9. Except for Owner-furnished products that are directly expedited by the Owner or the Owner's Representative, the Contractor shall be responsible for contacting each supplier of Owner-furnished products and scheduling delivery of the materials. The Contractor shall confirm all quantities and the condition of Owner furnished products in advance of signing delivery tickets or Bills of Lading corresponding thereto. The Contractor shall annotate any discrepancies in quantities of material actually delivered or damaged or defective materials on the delivery ticket or Bill of Lading. The person making such deliveries on behalf of the material supplier shall initial all such annotations prior to countersigning the delivery ticket or Bill of Lading. Contractor shall submit signed delivery tickets or Bills of Lading to the Owner's Representative for all materials delivered from each supplier. Absent annotations to the contrary on corresponding Bills of Lading or delivery tickets, Owner furnished products delivered to and received by the Contractor at the job site shall be deemed to have been free from damage or defects in material or workmanship at the time of delivery and any such damage or defects discovered thereafter shall be deemed to have been caused while in the Contractor's care and keeping.
10. All Purchase Orders issued by the Owner for Owner-furnished products shall include the cost of the material, including the cost of delivery. Given the Owner's status as a public entity and its legal exemption from the payment of sales tax, no sales tax is included in any Purchase Order issued by the Owner or by the Owner's Representative on its behalf for Owner furnished products.

PART 2 - PRODUCTS

2.01 SCHEDULE OF ITEMS

- A. The Owner will furnish the Contractor with the materials as indicated on the Drawings.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install each product or item of Owner-furnished material and equipment in strict accord with manufacturer's installation instructions and written technical literature.
- B. Refer also to appropriate individual Specification Sections and Contract Drawings for other requirements which may be indicated.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Transport, deliver, handle, and store materials and equipment at Job Site in such a manner as to prevent damage, including damage which might result from the intrusions of foreign matter or moisture from any source.
 - 1. In all cases, comply with:
 - a. Material and equipment manufacturer's instructions regarding temperature limitations.
 - b. Other environmental conditions which are required to maintain the original quality of the materials and equipment.
 - c. Handle materials to prevent damage to products and finishes.
- B. Packaging:
 - 1. Maintain packaged materials in manufacturer's original containers with seals unbroken and labels intact until they are incorporated into the Work.
 - 2. Packaged material shall bear name of manufacturer, product, including brand name, color, stock number, and all other complete identifying information.
 - 3. Packages showing indications of damage that may affect conditions of contents are not acceptable.
- C. Promptly remove all damaged or otherwise unsuitable materials and equipment from Job Site.
- D. Storing:
 - 1. Locate storage piles, stacks or bins so as to avoid being disturbed. Provide barricades as required to protect storage from damage.
 - 2. Store all materials and equipment:
 - a. In accord with manufacturer's instructions.
 - b. Above grade.
 - c. Properly protected from weather and construction activities.
 - 3. Moisture-sensitive materials must be protected from rain, excessive humidity, dew, and other sources of moisture.
- E. Protection:
 - 1. Protect all finished surfaces, including jambs and soffits of all openings used as passage-ways through which materials and equipment are handled.
 - 2. Provide protection for all finished flooring and paving surfaces in traffic areas before allowing materials and equipment to be moved over those finished surfaces.
 - 3. Maintain all finished surfaces clean, unmarred and suitably protected until occupied by Owner.

4. When finished surfaces are to be used as accessways or working platforms for tradeswork, including placement, stacking, and storing of materials, suitably protect such surfaces from damage by every cause before trades workmen are allowed access to the areas. Suitable protection shall be construed to mean 1/2 in. thick exterior grade plywood or other substantial materials as may be approved by Owner's Representative.
 - a. Advise workmen before allowing them access to the areas that their activities shall be restricted to areas covered by protective materials.
 - b. Prevent displacement of protective materials by weighting them down with strategically placed sand bags or other methods as may be approved by Owner's Representative.
 - c. Continually monitor areas to assure that work activities are confined to protected surfaces. Add additional protective materials when work areas or accessways are changed or expanded.
 - d. Maintain integrity and suitability condition of protective materials until they are no longer needed, then promptly remove them.
 5. Consult individual Specification Sections for any additional specific product handling, delivery and protection requirements.
- F. Demurrage: In addition to being responsible for all demurrage accruing against railroad cars and trucks used by it, Contractor's responsibility shall extend to cover the railroad cars and trucks on which Owner's materials are shipped, in that Contractor shall be fully responsible for notifying the railroad and trucking company of release of the cars and trucks when made empty, and shall be fully responsible for any demurrage charges against all cars or trucks.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SOILS INFORMATION

- A. The geotechnical investigation report supporting site development has been generated by Owner's consultant. The geotechnical investigation report has been provided to the Contractor for reference only and is included as a separately bound attachment.
- B. All soils investigation information was obtained only for Owner's use in design, and is not included as part of the Project Manual.

1.02 ADDITIONAL INVESTIGATION

- A. Contractor shall visit the site and acquaint itself with the site conditions.
- B. Prior to bidding, Contractor may make its own subsurface investigations and make its own determination regarding subsurface conditions.
- C. Contractors are invited to conduct check surveys prior to bidding. No claim for additional compensation will be allowed due to differences in elevations depicted on the Drawings versus actual elevations encountered on the job site after Contract Award.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

1. GENERAL

A. DESCRIPTION

1. Professional Surveyor: Provide professional surveying and mapping work required for the execution of the Contract including, but not limited to, verification of existing survey data, construction layout, and production of the As-Built Drawings. All work shall be performed by a Surveyor that is licensed by the State of Florida as a Professional Surveyor and Mapper pursuant to Chapter 472, F.S.

B. REQUIREMENTS

1. The Contractor shall retain the services of a Professional Surveyor and Mapper licensed in the State of Florida, approved by RCES, to provide professional surveying and mapping services necessary for investigation and/or construction including, but not limited to, a control survey. An As-Built survey shall be created and maintained during construction. The Surveyor will identify control points (monuments and benchmarks noted on the Drawings OR as provided and/or as designated by Disney's in-house Surveyor or designee (Disney's Surveyor)). The construction layout survey shall be established from the control points shown on the Construction Drawings. The control points shall be verified by the Contractor prior to start of construction.

C. SUBMITTALS

1. Provide qualifications of the Surveyor and Mapper:
 - a. Registered Surveyor and Mapper who is proposed by the Contractor to provide services for this scope of work shall be acceptable to the Disney's Surveyor prior to field services being performed.
 - b. Submit name, address, and telephone number of the Surveyor and/or Mapper, as appropriate, to RCES Planning and Engineering and Disney's Surveyor for acceptance before starting survey or mapping work.
 - c. Submit written acknowledgement from the Surveyor and Mapper stating that they have the hardware, software, training, knowledge, and ability to provide the scope of services in their agreement with the Contractor to fully comply with the requirements of this specification and the project requirements.
 - d. Submit copies of current licenses and registrations.
2. Submit documentation verifying accuracy of survey work.

2. SURVEY DOCUMENTS

- A. The Surveyor and Mapper shall not copyright any of their work related to this project.
- B. All work, in all forms, shall become the property of the Owner.
- C. The Surveyor and Mapper shall record elevations and coordinates (locations) of all new and existing utilities, known and exposed, including, but not limited to, water, wastewater, reclaimed water, storm water, hot water, chilled water, compressed air, communication, fiber optic cable, electric, gas, and any other structures located within the limits of construction.
 1. Piping/conduit shall be measured to the centerline and to the top of the pipe (T.O.P) or conduit and at every change in direction or elevation.
 2. Slopes, where applicable, shall be recorded.
 3. Valve elevations shall be measured to the nut operator (not the extension).
 4. The top (T.O.D.B) and bottom (B.O.D.B) elevations of electrical duct bank shall be recorded.

5. Provide existing grade shots along the centerline of the utility route.

D. The Surveyor and Mapper shall record, to 2 decimal places, the elevation and location of all:

Baseline Control Locational Accuracy	Bench Marks	Changes in Direction/Elevation
Tract and Easement Corners	Existing Utilities and Appurtenant Structures	Surface Body Water Levels
Transitions From One Pipe Material to Another	Clean Outs	Manhole Rims
Manhole Inverts	Hydrants	Pump Stations (Public & Private)
Monitoring Wells	Production Wells	Horizontal Directional Drills (HDDs)
Bore & Jack Casings, Supports, Carrier Pipe	Thrust and Anchors Blocks	Centerline of Pipelines – Location Top of Pipelines - Elevations
Pipe, Restraints	Piping, at 100-feet Maximum Intervals	Pipes, Abandoned in Place or Removed
Conduit/Pipeline Termini	Duct Bank Termini	Electrical Buried Conduit or Duct Bank by no less than one Elevation Shot per 50 Linear Feet
Changes in Conduit Arrangement	Direct Buried Cable Splice Locations	Direct Buried Cable by no less than one Elevation Shot per 50 Linear Feet
Valve Box Rims	Air Release, Blow Off, and Backflow Valves	Valves (Operating Nut)
Blows Offs / Drip Legs	Cathodic Protection Test Stations	Anodes
Fittings, Sleeves, Tapping Saddle, Service Saddles, Cap or Plugs	Flex Connectors	Hot Tap Fittings
Oil/Water Separators	Grease Interceptors	Grease Traps
Meters, All Kinds	Meter Boxes	Pull/Splice Boxes
Equipment Pads (all four corners)	Slabs on Grade	Bridge Slabs
Bottom of Bridge Girders	Other Project Construction Features	Waterline and Apparent Bottom of all Bodies of Water

- E. The Surveyor and Mapper shall submit a certified survey in both hard and soft copy version. Soft copy versions shall be submitted in AutoCAD 2020 format. CAD files are to be prepared using RCES templates and layering standards. Hard copy versions are to be submitted in PDF format.

- F. **QUALITY ASSURANCE**
 - 1. Disney Grid Coordinates shall be used as the horizontal and vertical datum.
 - 2. The Surveyor and Mapper shall coordinate with Disney's Surveyor and schedule the establishment of the survey control points at the onset of any field work.
 - 3. Disney's Surveyor will provide electronic files of the drawings to be used as base files by the Surveyor and Mapper.
 - 4. Disney's Surveyor, RCES Engineering, and/or RCES Project Management intends on making random spot checks to verify accuracy of all third-party survey work. If more than 10% of the spot checks are found to be inaccurate, then Surveyor and Mapper must uncover all work performed to date and verify each point taken at their own expense. The Surveyor and Mapper is also responsible for the restoration of surfaces as part of this requirement.
 - 5. Any item that was installed, but not recorded, during construction and is listed in table 2D above must be surveyed post-construction at the Contractor's expense. This includes the restoration of any and all finishes.

- 3. **SURVEY FIELD WORK**
 - A. Locate, reference, and preserve existing horizontal and vertical control points and property corners shown on the Drawings prior to starting any construction. If the Surveyor and Mapper performing the work discovers any discrepancies that will affect the Project, the Contractor must immediately report these findings to Disney's Surveyor. All survey work shall meet the requirements as defined in Florida Administrative Code 5J-17.
 - B. Reference and preserve all survey pins/monuments during Construction. If survey pins/monuments are disturbed, it is the responsibility of the Surveyor and Mapper to reset the pins/monuments at the Contractor's expense.
 - C. All sanitary lines shall be located using invert elevations in the existing manhole structures on both sides of the desired sanitary line location. Invert elevations surveyed in the manhole structures shall be documented with 3 digits. The desired location that is estimated by interpolating the surveyed manhole invert elevations shall be documented with one digit and labeled "approx.". Mechanical means such as air lances, vacuum excavation, probing, etc. shall not be used to locate this utility.
 - D. Any time insulation is disturbed during excavation or the use of any mechanical means such as vacuum excavation, etc. to locate or expose any mechanical utility, the insulation system shall be promptly repaired according to a prescribed method issued by the RCES Mechanical Engineering Department. Air lances are strictly prohibited and shall not be used for line locating.

- E. If the monuments are disturbed, any Work that is governed by these monuments shall be held in abeyance until the monuments are reestablished by the Surveyor and Mapper and approved by Disney's Surveyor and RCES Engineering. The accuracy of all the Contractor's stakes, alignments, grades, layout, and all other work are the responsibility of the Contractor.
- F. Disney's Surveyor or their designee has the discretionary right to check the Contractor's stakes, alignments, grades, or any other work product at any time. Copies of all the Surveyor and Mapper's field notes and/or electronic files for point replacement shall be provided to Disney's Surveyor for record.
- G. Disney's Surveying will be limited to providing nearest survey benchmark only. Contractor is responsible for all traversing.
- H. The construction layout shall be established from the reference points shown listed on, or derived from, the Drawings. The accuracy of any method of layout shall be the responsibility of the Contractor or the Surveyor and Mapper or jointly. All construction layout staking shall be done such as to provide for easy verification of the Work.
- I. The Surveyor and Mapper shall coordinate with existing project control points if they exist.
- J. The Surveyor and Mapper shall locate and record all elements listed in table 2D as applicable.
- K. Horizontal Directional Drill and Jack & Bore (Trenchless) Support:
 - 1. Roles and Responsibilities shall be as follows:
 - a. The Surveyor and Mapper shall provide support to the Contractor's Trenchless Sub-Contractor.
 - b. The Trenchless Contractor will be responsible for providing the electronic tracement of the installed facility.
 - c. The electronic tracement for submittal purposes will be performed on the final reaming or pulling of the drill.
 - d. The Surveyor and Mapper in conjunction with the Trenchless Contractor shall stake each directional drill a minimum of every 15 feet (where practical) or individual lengths of bore casing; whichever is the lesser distance. Each stake shall signify the depth of the drill at that location and shall be consecutively numbered and shown as As-Built. Provide existing grade elevations at the same intervals and locations.
 - e. Field location of data collection points used by the Contractor shall be coordinated with the Surveyor and Mapper for simultaneous field location so the Surveyor and Mapper can collect the corresponding horizontal location and finished ground elevation for mapping purposes.
 - f. The submitted data must include depths/distance from Disney datum to the final installed facility/utility.
 - g. Every Trenchless Installation must be identified by a unique name or number and that referenced identifier will be on the corresponding map, profile and report.

- h. The Contractor shall provide As-Built Bore Logs and Profiles with corresponding grade elevations at each end (minimum) to be collected by a licensed Surveyor and Mapper immediately at the completion of Trenchless work. Surveyors' data points shall directly correspond to points on Bore Logs and Profiles (end of rod, etc.). All Bore Logs and Profiles shall be in Disney datum and Disney grid and shall not be provide in any other format.
- L. The Contractor shall not permanently conceal any work until required information has been recorded. All re-excavation shall be at the expense of the Contractor.

END OF SECTION

PART 1 - GENERAL

1.01 PRODUCT PREPARATION

- A. Install equipment and materials complete as specified, as required for operation and continuous service and as recommended by the manufacturer at the locations shown on the Contract Drawings.
- B. All equipment and hardware shall be inspected for visual defects and missing parts prior to installation.
- C. Missing pieces shall be replaced and all damage corrected prior to the installation by the Contractor.
- D. Install materials at times as required to meet the specified construction schedule and as necessary for movement of equipment into place without delaying the erection of structures and other equipment.
- E. Equipment shall be thoroughly cleaned of all shipping material, dust and dirt prior to installation.

1.02 EXISTING WORK

- A. Operations affecting existing work shall be conducted with care not to damage work in place.
- B. For the damage of existing work, see the Reedy Creek Improvement District General Conditions of the Contract for Construction.
- C. The disassembling, disconnecting, cutting, removal or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to all portions of existing work, whether they are to remain in place, be reused in the new work or be salvaged and stored.
- D. Where existing work is changed or removed, or where new work adjoins, connects to or abuts existing work, the existing work shall be altered as necessary and connected in a substantial and workmanlike manner.
- E. Existing work that is permitted to be abandoned by the Owner shall be abandoned in place or shall be removed as necessary so as not to interfere with the new work.
- F. All new work shall match, as nearly as practicable the existing adjoining and/or adjacent similar work.

PART 2 -- PRODUCTS

Not Used

PART 3 -- EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. "Cutting and patching" is hereby defined to mean alteration and repair of nominally completed and previously existing work for any of the following reasons, but not necessarily only for the following reasons:
 - 1. Make several parts fit together properly.
 - 2. Uncover work to provide for installation of out-of sequence work.
 - 3. Remove and replace work not conforming to requirements of Contract Documents.
 - 4. Remove and replace defective work.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Install specified work in existing construction.
- B. In addition to Contract requirements, upon written instruction of Owner's Representative:
 - 1. Uncover work to provide for Owner's Representative's observation of covered work.
 - 2. Remove samples of installed materials for testing.
 - 3. Remove work to provide for alteration of existing work.
- C. Do not endanger structure by cutting or altering any part of it without prior consent of Owner's Representative.
- D. Do not cut or alter work of another contractor without written consent of Owner's Representative.
- E. Specifically excluded from the definition are cutting and patching operations which are integral to the manufacturing, fabricating, erecting, and installing processes for individual units of work. Drilling the Work to install fasteners and similar operations are also excluded from the definition of cutting and patching.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Excavating and associated operations of dewatering, bracing, removal of underground debris, backfilling, and similar work as specified in Division 2 Sections and in other Contract Documents, is recognized as a related, but separate category of work, although cutting and patching may also be required.
- B. Restoring or removing and replacing non-complying work is specified elsewhere in the Contract Documents, and particularly in the General Conditions of the Contract for Construction, but such restoration or removing and replacing of non-complying work may require cutting and patching operations as specified herein.
- C. Refer to other Sections of these Specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

1.03 SUBMITTALS

- A. Prior to doing any cutting which could adversely affect structural safety of structure, submit written notice to Owner's Representative, requesting consent to proceed with cutting.
- B. Should conditions of Work or schedule require change of materials or methods, submit written recommendations to Owner's Representative, including:
 - 1. Conditions indicating change.

2. Recommendations for alternative materials or methods.
 3. Affect on structural elements and how they will be reinforced.
 4. Products to be used.
 5. Firms and tradesmen to perform the work.
 6. Approximate dates of work.
 7. Anticipated results in terms of variations from the originally completed work.
 8. Submittals as required to obtain approval for substitutions.
- C. Written notice to Owner's Representative designating time work will be uncovered to allow observation.
- D. Approval by Engineer to proceed with cutting and patching does not waive right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

1.04 QUALITY ASSURANCE

- A. Do not cut and patch structural work in a manner which could result in a reduction of load-carrying capacity or an increase in the deflection. Obtain Owner's Representative's approval before cutting and patching the following categories of work:
1. Structural steel.
 2. Miscellaneous structural metals, including lintels, equipment supports, stair systems, and similar type members.
 3. Structural concrete.
 4. Foundation construction.
 5. Timber and primary wood framing.
 6. Bearing and retaining walls.
 7. Structural decking.
 8. Exterior curtain wall construction.
 9. Pressurized piping, vessels, and equipment.
- B. Do not cut and patch operational elements and safety related components in a manner resulting in a reduction of capacities to perform in manner intended or resulting in a decreased operational life, increased maintenance, or decreased safety.

1.05 PAYMENT FOR COSTS

- A. Costs caused by out-of-sequence or defective work, or by work not conforming to Contract Documents, including the compensation for the additional engineering services made necessary thereby: Party responsible for out-of-sequence, rejected, or non-conforming work.
- B. Cutting and patching performed at the specific instruction of Owner's Representative other than removing samples and replacing defective or non-conforming work: Owner.

PART 2 - PRODUCTS

10.01 MATERIALS

- A. Except as otherwise indicated or approved by Owner's Representative, provide materials for cutting and patching which will result in equal or better work than work being cut and patched. Comply with Specifications for type of work to be performed.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching, excavating and backfilling.
- B. After uncovering work, inspect conditions which may affect installation of new products.

3.02 PREPARATION

- A. Prior to cutting, shore, brace and otherwise support involved portions as required to maintain structural integrity.
- B. Provide protection for other portions.
- C. Provide protection from environmental elements.

3.03 PERFORMANCE

- A. Fit and adjust products to provide finished installation to comply with specified tolerances and finishes.
- B. Perform excavating and backfilling as specified in Sections 02320 and 02321.
- C. Cut work by methods least likely to damage work to be retained and work adjoining.
 - 1. Where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work.
- D. Restore work which has been cut or removed. Install new products to provide completed work in accord with requirements of Contract Documents.
- E. Restore exposed finishes of patched areas, and where necessary, extend finished restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.
 - 1. Where patch occurs in smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.
- F. Employ only skilled tradesmen to perform cutting and patching. Proceed with cutting and patching at earliest feasible time, and perform the work promptly.

3.04 ALTERATION PROJECT PROCEDURES

- A. In addition to demolition specifically indicated on Drawings, cut, move, or remove items as necessary to provide access or to allow alterations and new Work to proceed. Include such items as:
 - 1. Repair or removal of hazardous or unsanitary conditions.
 - 2. Removal of abandoned items and items serving no useful purpose, such as abandoned piping, conduit, and wiring.

3. Removal of unsuitable or extraneous materials not marked for salvage and debris such as rotted wood, rusted metals, and deteriorated concrete.
 4. Cleaning of surfaces and removal of surface finishes as needed to install new Work and finishes.
- B. Alterations and cutting:
1. Assign the work of moving, removal, cutting and patching to trades qualified to perform the work in a manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new Work.
 2. Perform cutting and removal work to remove minimum necessary and in a manner to avoid damage to adjacent work.
 3. Remove existing concrete and asphalt paving by saw-cutting. Jack-hammering in guest areas is not acceptable unless approved by Owner's Representative.
 4. Patch, repair, and refinish existing items to remain, to the specified condition for each material, with a neat and workmanlike transition to adjacent new items of construction.
- C. Salvaged materials:
1. Salvage sufficient quantities of cut or removed material to replace damaged work of existing construction, when material is not readily obtainable on current market.
 2. Items not required for use in repair of existing work shall remain the property of Owner.
 3. Do not incorporate salvaged or used material in new construction except with permission of Owner's Representative.
- D. Products for patching, extending, and matching:
1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
 2. Presence of a product, finish, or type of construction requires that patching, extending, or matching shall be performed as necessary to make Work complete and consistent to identical or better standards of quality.
 3. Provide materials, equipment, shoring, and appurtenances of every kind required for completion of demolition work.
- E. Preparation, protection, and performance:
1. Items to be salvaged: Remove carefully, by trades normally installing same, to avoid damage, and deliver such items to Owner's Representative.
 2. Protect existing finishes, equipment, and adjacent work, which are scheduled to remain, from damage.
 3. Provide temporary enclosures, as required, to separate work areas from existing areas occupied by Owner or guests and to provide weather protection.
 4. Existing conditions: Remove existing conditions and installations obstructing new Work, even though not indicated or described completely.
 5. Remove existing construction only to the extent necessary for proper installation of new construction and junction with existing Work.
 6. Reroute and extend utility lines and electrical systems as indicated on Drawings, or, if not indicated, as required and directed by Owner's Representative.

7. Patch and extend existing work using skilled mechanics that are capable of matching existing quality of workmanship.
- F. Damaged surfaces:
1. Patch or replace portions of existing finished surfaces that are found to be damaged, lifted, discolored, or show other imperfections, with matching material.
 2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
 3. Where existing surface finish cannot be matched, refinish entire surface to nearest intersection.
- G. Transition from existing to new Work:
1. When new Work abuts or finishes flush with existing work, make a smooth and workmanlike transition so that patched work will match existing adjacent work in texture and appearance.
 2. When finished surfaces are cut in such a way that a smooth transition with new Work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division and provide trim appropriate to finished surface.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Maintain Job Site, surrounding areas, and public properties free from accumulations of waste, debris, and rubbish, caused by operations.
 - 1. Contractor acknowledges the aesthetic requirement of Reedy Creek Improvement District and the WALT DISNEY WORLD® Resort and the requirements for Job Site cleanliness of the highest standard, and Contractor agrees to conduct its Work with full consideration thereof within the Contract Sum. At all times, maintain a clean Job Site to the satisfaction of Owner's Representative. Unless specified otherwise in the Scope of Work, provide dumpsters, trucks, mechanical sweepers, etc., necessary to maintain a clean Job Site.
 - 2. Utilize RCES Solid Waste Department to provide rubbish removal, reuse container rental/removal or other services related to the disposal of waste material within the boundary of the Reedy Creek Improvement District. Notify RCES a minimum of 24 hr. in advance of waste pick-up.
 - 3. Organize and maintain materials stored at the Job Site in neatly stacked units. Protect all finished surfaces from damage and dirt after installation.
 - 4. No dirt or debris is to be deposited on any Reedy Creek Improvement District's or WALT DISNEY WORLD® Resort's roadways and shall clean up same if such dirt or debris occurs due to Contractor's operation. Clean all tires of vehicles prior to leaving the Job Site and entering roadways as required to maintain this standard.
 - 5. Be responsible for all dust, vermin, and erosion control required for the duration of the Contract.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, surplus materials, and clean all sight-exposed surfaces. Leave Job Site clean and ready for occupancy.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of materials of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING - GENERAL

- A. Conduct cleaning and disposal operations in accord with legal requirements.
 - 1. Do not burn or bury rubbish and waste materials on Job Site. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 2. Do not permit any construction debris, waste materials, or rubbish to enter storm or sanitary drainage systems.
 - 3. Burning of the trees, shrubs, bushes, etc., cleared on the project site will not be allowed within the project site.

B. Hazards control:

1. Store volatile wastes in covered metal containers, and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions. Keep Owner's Representative appraised if there is a need to store hazardous waste on the Job Site.
3. Provide adequate ventilation during use of volatile or noxious substances.

3.02 CLEAN-UP DURING CONSTRUCTION

- A. Execute cleaning to ensure Job Site, premises, and adjacent public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet-down dry materials and rubbish to lay dust.
- C. Daily, during progress of Work, clean Job Site and public properties, and dispose of waste materials, debris, and rubbish. Collect rubbish, scrap, and debris resulting from the Work and deposit in Contractor-furnished containers for removal from the property.
- D. Contact only the RCES Solid Waste Department to provide dump containers on Job Site for collection of waste materials, debris, and rubbish.
 1. Permit Owner's other contractors to place waste materials, debris, and rubbish in containers provided by this Contractor.
- E. Remove waste materials, debris, and rubbish from Job Site, premises, adjacent and public properties, and legally dispose-of at public or private dumping areas off Owner's property.
 1. Owner's Representative may permit disposal of construction debris within Owner's property provided that Contractor:
 - a. Complies with such sorting requirements as Owner's Representative may establish.
 - b. Disposes of construction debris at such locations as Owner's Representative may designate.
 2. Owner's Representative reserves the right to withdraw any permission granted with respect to:
 - a. Disposal of construction debris.
 - b. Change, from time to time, its sorting requirements.
 - c. Change, from time to time, designation of locations.
 3. Conform to the above provisions without additional cost to Owner.
- F. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from height.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- H. Exercise care to ensure that construction debris does not enter storm drains.

3.03 FINAL CLEANING

- A. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces.
 - 1. Clean and polish all factory-finished surfaces such as plastic laminate, plated metals, stainless steel, glass, and factory baked-on enamel surfaces.
- C. Repair, patch and touch-up marred surfaces to specified finish, and to match adjacent surfaces as appropriate.
- D. Broom clean paved surfaces. Rake clean other surfaces of grounds.
- E. Replace air conditioning filters if units were operated during construction.
- F. Clean ducts, blowers, and coils, if air conditioning units were operated at any time without filters during construction period.
- G. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.
- H. If the Contractor fails to comply with the requirements of this Article, in the opinion of the Owner or the Owner's Representative, the Owner's Representative shall perform the necessary clean-up and deduct the cost of work from the monies due or to become due to said Contractor.

END OF SECTION

PART 1 - GENERAL

1.01 CONTRACTOR'S DUTIES

- A. The Contractor shall provide all labor to prepare for the startup and initial operation of all electrical equipment as required to meet the Owner's Representative's startup schedule.
- B. The contractor shall comply with the Owner's Representative's switching and tagging procedures for all equipment prior to and during operation.
- C. Submit all test reports to the Owner's Representative prior to the re-energization of all electrical systems.

1.01 OWNER'S REPRESENTATIVE'S DUTIES

- A. The Owner's Representative will provide all operating personnel.

PART 2 -- PRODUCTS

Not Used

PART 3 -- EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SUBSTANTIAL COMPLETION

- A. Contractor:
 - 1. In compliance with the Contract Documents, submit written certification to Owner's Representative that project, or designated portion of project, is substantially complete.
 - 2. Submit list of major items to be completed or corrected.
- B. Owner's Representative and Architect/Engineer will review work within seven (7) days after receipt of certification.
- C. Should Owner's Representative or Architect/Engineer consider that Work is substantially complete:
 - 1. Prepare, and submit to Owner's Representative, a list of items to be completed or corrected, as determined by the review.
 - 2. Owner's Representative will prepare and issue a certificate of substantial completion, complete with signatures of Owner's Representative, Architect/Engineer and Contractor, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by Owner's Representative.
 - 3. Contractor shall:
 - a. Obtain certificate of occupancy.
 - b. Perform final cleaning in accord with Section 01740.
 - 4. Owner's Representative will occupy project or designated portion of project, under provisions stated in certificate of substantial completion.
 - 5. Contractor shall complete work listed for completion or correction, within designated time.
- D. Should Owner's Representative or Architect/Engineer consider that Work is not substantially complete:
 - 1. Owner's Representative will notify Contractor, in writing, stating reasons.
 - 2. Contractor shall complete Work and send second written notice to Owner's Representative, certifying that project, or designated portion of project, is substantially complete.
 - 3. Owner's Representative and Architect/Engineer will make a review of the Work within seven (7) days after receipt of certification.

1.02 FINAL REVIEW

- A. Contractor shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Project has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accord with Contract Documents.
 - 4. Equipment and systems have been tested in Owner's Representative's presence and are operational.
 - 5. Project is completed, and ready for final review.
- B. Owner's Representative will make final review of the Work within seven (7) days after receipt of certification.

- C. Should Owner's Representative and Architect/Engineer consider that Work is finally complete in accord with requirements of Contract Documents, it will request Contractor to make project closeout submittals.
- D. Should Owner's Representative and/or Architect/Engineer consider that Work is not finally complete:
 - 1. It will notify Contractor, in writing, stating reasons.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to Owner's Representative certifying that Work is complete.
 - 3. Owner's Representative will make a review of the Work within seven (7) days after receipt of certification.

1.03 CLOSEOUT SUBMITTALS

- A. In addition to the requirements of General Conditions, Paragraph 9.4 - Substantial Completion and Final Payment, the following supplements requirements of Subparagraph 9.4.2.
 - 1. Project record documents: To requirements of Section 01788.
 - 2. Operating and maintenance data:
 - a. To requirements of Section 01330.
 - b. To requirements of applicable Specification Sections.
- B. Warranties and bonds: To requirements of Contract Documents.
 - 1. List each component and control covered, with day and date warranty begins, date of expiration, and name, address and telephone number of person to contact regarding problems during warranty period.
- C. Keys and keying schedule.
- D. Spare parts and maintenance materials: To requirements of Specifications Sections.
- E. Deliver evidence of compliance with requirements of governing authorities.
 - 1. Certificates of Inspection: Mechanical and electrical.
 - 2. Certificate of Occupancy.
- F. Deliver certificate of insurance for products and completed operations.
- G. Evidence of payments, and release of liens.
 - 1. Contractor's Affidavit of Payment of Debts and Claims and Release of Liens.
 - 2. Duly execute all submittals before delivery to Owner's Representative.
- H. Return all identification badges.

1.04 INSTRUCTION

- A. Instruct Owner's personnel in general procedural requirements for starting and placing in service all systems and equipment.
- B. Demonstrate and provide instructions for operation and required maintenance of all mechanical and electrical equipment and other equipment and systems.
- C. Dates and time for instruction will be at Owner's Representative convenience.
- D. Video recording:

1. Professionally videotape operating instruction sessions. Videotape of instruction sessions shall supplement and not be provided in lieu of any required bound or written operating data or instructions.
2. Videotape sessions shall be high quality and present an orderly and defined sequence of the operation of equipment and systems.
3. Any poor quality (e.g., indiscernible video images of equipment or system controls and similar items for which specific verbal instruction is being given, indistinguishable audio for which specific verbal instruction is being given for operating equipment and systems, and similar characteristics as determined by Owner's Representative) videotaped instruction sessions shall be re-recorded at no additional expense or inconvenience to Owner.
4. Provide separately-labeled and titled videotape of each instruction session for each separate piece of equipment or system; identify specific equipment, locations and service and supplier names, and cross-reference to any bound or written operating data or instructions. Submit itemized listing of separate videotapes to be furnished for Owner's Representative's approval prior to videotaping of any operating instruction sessions.
5. Provide original videotape and one duplicate, identically-labeled and titled copy. Unless directed otherwise by Owner's Representative, provide VHS videotape format.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

1. GENERAL**A. DESCRIPTION**

The purpose of the Project Record Documents is to provide RCES with factual information regarding all aspects of the Work, both concealed and visible and to insure the Work was constructed in conformance with the Contract Documents.

B. DEFINITIONS

1. Surveyor: Contractor's Surveyor that is licensed by the State of Florida as a Professional Surveyor and Mapper pursuant to Chapter 472, F.S.

C. QUALITY ASSURANCE

1. Contractor shall delegate the responsibility for the maintenance of the Record Documents to one person on the Contractor's staff to provide consistency in the quality of the mark-ups.
2. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of specifications and each sheet of Drawings and other documents where such entry is required to show progress and changes properly.
3. Make entries within 24-hours after receipt of information has occurred.

2. MAINTENANCE OF DOCUMENTS**A. Owner Furnished Documents**

1. Three (3) sets of full size (24-inch x 36-inch) drawings revised to reflect bid amendments will be provided by RCES Project Management prior to start of construction. One set of these drawings shall be used for the maintenance of as-built drawings. One (1) copy of the Plan Drawings will be provided in electronic (AutoCAD) format, these files shall be used for as-built survey.

B. Maintain at Job Site, and available for RCES Project Management Review, one copy of each of the following as record documents:

1. Construction Contract, Drawings, Specifications, General Conditions, Supplemental Conditions, Bid Proposal, Instruction to Bidders, Addenda, and all other Contract Documents.
2. Change Orders, Documented Verbal Orders, Directives, Bulletins and other written modifications to Contract.
3. Written instructions by RCES as well as correspondence related to Requests for Information (RFIs).
4. Approved Shop Drawings, Samples, product data, substitution and "or-equal" requests.
5. Field test records, inspection certificates, manufacturer certificates and construction photographs.

6. Paper copy of the Contract Drawings (one Blue-line set of prints) maintained as the Progressive As-Built Drawings.
 7. Paper copy of the Contract Drawings (one Blue-line set of prints) of current Survey As-Built Drawings.
 - C. Adhere to following guidelines for maintenance of record documents:
 1. Store record documents in an organized, clean, dry location, (such as a construction field office), apart from documents used for construction purposes.
 2. Provide files and racks for storage of record documents.
 3. Maintain record documents in clean, dry, and legible condition.
 4. DO NOT use record documents for construction purposes.
 5. Make record documents available at all times for inspection by Owner's Representative and other authorized users.
3. MARKING DEVICES
- A. Provide fine ball-point red, green and blue pens, and yellow highlighter for marking. Markings shall comply with good drafting standards as follows:
 1. Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes. Notes shall be written in clear legible block lettering.
 2. Deletions (Green) - Over-strike deleted graphic items (lines), lettering in notes and leaders. Mark out items if not installed as shown.
 3. Additions (Red) – Show additions or modifications to graphic items (lines), lettering in notes and leaders. Lettering for the changes shall be printed block lettering. Neatly Cloud the changes.
 4. No Changes (Yellow Highlighter) – Trace all work installed without changes or deviations in yellow highlighter.
 5. Lines drawn to indicate changes shall be done using a straight edge and curves to provide clear and clean lines.
 6. Use the same symbols and follow as much as possible the same drafting standards used on the Contract Drawings.
 7. Use frequent written explanations (in Blue) on markup drawings to describe changes. Do not totally rely on graphic means to convey the revision.
 8. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.
 9. For deletions, cross out all features, data and captions that relate to that revision.

4. RECORDING

- A. Label each record document “PROJECT RECORD” in 2 inch high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Record Contract Drawings: Legibly mark Drawings as described above. The Contractor, for weekly submittals, shall electronically mark a set of drawings with the same marking colors as described above. The Contractor shall record:
 - 1. Depths of various elements of foundation in relation to survey datum.
 - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 3. Structural steel framing tolerances which deviate from referenced standards.
 - 4. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 5. Field changes of dimension and detail.
 - 6. Changes made by Revision Order, Directive, and other modification. Mark all areas on sheets affected by Contract Directives with a “cloud” and note with the Contract Directive number. Maintain binders with complete Contract Directives adjacent to Contract Drawings for convenient reference.
 - 7. Details not on original Contract Drawings.
- E. Record Specifications and Addenda: Legibly mark up each Section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed. Strike-through manufacturers and products that were not used on the project.
 - 2. Changes made by Revision Order, Directive, and other modifications.
 - 3. Other matters not originally specified.
- F. Shop drawings and samples: Maintain as record documents. Legibly annotate shop drawings and samples to record changes made after approval.
- G. In addition to requirements of this Article, comply with supplemental requirements of indicated mechanical, electrical, and equipment work.

5. AUDIT

- A. Project record documents will be reviewed monthly by Owner’s Representative, who will use the current completeness of the record documents in evaluating the monthly progress payment request.

6. RECORD OR “AS-BUILT” SURVEYS

- A. The Contractor shall engage the services of a Florida licensed land Surveyor to record the vertical and horizontal Record or “As-Built” survey locations of:
 - 1. Underground utilities outside buildings including storm drain mains and laterals; sanitary sewer mains and laterals; chilled water supply and returns, including loops; domestic and industrial water mains and branches, including supply lines for fire mains and hydrants; compressed air; fuel gas, fuel oil; electrical duct banks; and other underground utility systems.
 - 1. Maintain a separate and distinct set of documents for recording underground utility information. Identify and maintain this set separate from other record documents.
 - 2. It is the intent that the substantially accurate location of underground utility service lines be included in the survey and recorded on the drawings. Establish accurate horizontal locations based on Park grid coordinates, and vertical (depth) locations based on fixed datum from a permanent monument or monuments.
 - 2. The Contractor is responsible to ensure that the Surveyor provides on-site survey while construction is in progress to allow for recording of the following:
 - 1. Elevations and coordinates shall be identified for the ends of all conduits or pipelines installed or used for construction, ends of all duct bank stub-outs, and all direct buried cable splice locations.
 - 2. Elevations and coordinates along the center line of pipelines, direct buried cable, buried conduit or duct bank by no less than one elevation shot per 50 linear feet and at any change of direction vertical or horizontal of underground utility length. Slopes shall be identified.
 - 3. All elevation shots shall be referenced to “top-of-pipe” (T.O.P.), “top-of-concrete-duct-bank” (T.O.D.B.), “bottom-of-concrete-duct-bank” (B.O.D.B.), “top-of conduit” (T.O.C.) or “top-of-electric-cable” (T.O.E.), as appropriate for the project.
 - 4. Manhole rings, slabs on grade, valve box rims, equipment pads, bridge slabs, bottom of bridge girders, surface body water levels and other project construction features shall be recorded by elevation and coordinates as “As-Built”.
 - 5. All existing structures, utilities, and features revealed during the course of construction shall be accurately located and dimensioned. Movement of such utilities or structures required by project installation shall be recorded as “As-Built”. This requirement shall apply whether the existing structure, utility or feature was shown on the original contract drawings or not.

- B. Compliance of work shall be in accord with Minimum Technical Standards of Florida Administrative Code Chapter 61G17-6, and in particular 61G17-6.004 Specific Survey, Map, and Report Requirements.
- C. The surveyor shall use, in addition to the locational requirements of the State of Florida, the standard Walt Disney World Coordinate location system. The survey as-built file shall be certified by Reedy Creek Energy Services Survey as complying with this coordinate system

7. DIRECTIONAL DRILL “AS-BUILT”

The directional drill as-built shall be data sufficient to accurately integrate the information into the project as-built, determine the actual utility construction location in relation to the utility design location, and permit an accurate field location and site marking, as required by Sunshine One Call of Florida, of the mapped directional drill.

- A. Horizontal Directional Drill Contractor Responsibilities
 - 1. The directional drill contractor will be responsible for providing the electronic tracement of the installed facility.
 - 2. The electronic tracement for submittal purposes will be performed on the final reaming or pulling of the drill.
 - 3. The Contractor shall stake each directional drill a minimum of every 15 feet, (where practical) or individual lengths of bore casing; whichever is the lesser distance. Each stake shall signify the depth of the drill at that location and shall be consecutively numbered and shown as as-built.
 - 4. Field location of data collection points used by the contractor shall be coordinated with the surveyor for simultaneous field location so the surveyor can collect the corresponding horizontal location and finished ground elevation for mapping purposes.
 - 5. The submitted data will include depths/distance from finished ground to the final installed facility/utility.
- B. Florida Surveyor Responsibilities
 - 1. All submitted directional drill as-built surveys will be performed by a Florida licensed surveyor.
 - 2. The submitted As-Built Map will be in accordance to Florida Statutes, Chapter 61G17-6 (Minimum Technical Standards.)
 - 3. Every directional drill will be identified by a unique name or number and that referenced identifier will be on the corresponding map, profile and report.
 - 4. All horizontal and vertical survey control will be referenced to a recognized datum.
 - 5. The beginning and ending as-built stations will have referenced measurements and ties to the survey control.

- C. The As-Built Report and/or Map will contain:
 - 1. A measurement and integrated data statement; providing clear information of the data sources, assignment of responsibility and collection procedures on mapped features.
 - 2. A horizontal position accuracy statement; stating “The well identified features have been measured to an estimated horizontal positional accuracy of _____.”
 - 3. A vertical position accuracy statement; stating the vertical control loop closure and stating “The well identified features have been measured to an estimated vertical positional accuracy of _____.”
 - 4. The directional drill map or report if a report is required, will be signed and sealed by the responsible Florida Surveyor.
 - 5. The Contractor shall provide an As-Built Bore Log.

8. RECORD OR “AS-BUILT” SURVEY DRAWING FORMAT

- A. The AutoCAD drawings files shall comply with the following standards:
 - 1. The electronic files shall be formatted for AutoCAD type DWG files or self-extracting compressed data file to a DWG format.
 - 2. The drawing format shall not contain any “X- REFS” (external references) to other files.
 - 3. The drawing format will contain only AutoCAD Standard Font Files and Acad.mnu type menu references only
 - 4. Layer control shall be strictly followed. There shall be no frozen layers or turned off layers in the drawing files.
 - 5. Text from different layers shall not overlap. Colors and line types shall be “BY-LAYER”. Only AutoCAD standard fonts and line types shall be used.
 - 6. All coordinate and elevation numbers shall be limited to three decimal places.
 - 7. Text height shall be entered such that when the drawing is plotted to scale, the actual text height is no less than 1/8 inch. The plotting scale for the drawings shall be the same scale as the construction drawings.
 - 8. Drawings shall be plotted on 24 x 36 inch sheets. The areas on each sheet shall match the areas shown on the construction drawings.

9. SUBMITTAL

- A. At the end of each week’s work, make available As-Built information for Owner’s Representative’s review, documents shall contain up-to-date As-Built information for all concealed work indicated on the Drawings.
- B. At completion of the Work, deliver one (1) full size hardcopy (blue-line) of As-Built Drawings and electronic files of the As-Built Record Drawings, Record Specifications, and other Record Documents, and one hardcopy Record Specifications to Owner’s Representative. Accompany submittal with transmittal letter, in duplicate, containing

date, project title and number, Contractor's name and address, title and number of each record document, certification that each document as submitted is complete and accurate, and signature of Contractor, or its authorized representative.

- C. Contractor's failure to maintain Record Contract Drawings, As-Built Drawings, Record Specifications, or other record documentation, and make same available for Owner's Representative's review (minimum of weekly) shall be deemed cause to withhold payment of amounts otherwise due until such failure is remedied.

END OF SECTION

EXHIBIT "A"
BID PROPOSAL FORM
Invitation to Bid Number: C006384
Maximo Number: 7940925

Submitted by: Harper Limbach
a Limited Liability Corporation
(insert state of incorporation)

TO: **Reedy Creek Improvement District**
1900 Hotel Plaza Blvd
Lake Buena Vista, Florida 32830
Email only: **Marsha Malecki**, mmalecki@rcid.org

DATE: **May 4, 2023**

BID DUE DATE: **June 28, 2023 @ 2 p.m.**

ATTENTION: **Marsha Malecki**, mmalecki@rcid.org

PROJECT:
Construction Package No. **C006384**
LTHW Distribution System Renewal-Phase I- Supplemental Header Installation

This will acknowledge receipt of your Invitation to Bid, Instructions to Bidders, and all other bidding documents for the Project identified above. Submission of the Bid Proposal Form shall serve as the Bidder's acknowledgement of receipt of the following listed Addenda, the provisions of which have been included in this bid.

Addendum No. 1, dated **5/25/2023** Addendum No. 4, dated **6/27/2023**
Addendum No. 2, dated **6/15/2023**
Addendum No. 3, dated **6/19/2023**

We have examined all bidding documents and the site of the Work and submit the following bid proposal wherein we agree:

1. To hold our Bid Proposal open for ninety (90) days from the date of bid opening per Section 7 of the Invitation to Bid; and
2. if awarded the contract on the basis of this Bid Proposal, to enter into a Lump Sum Agreement on the form which will be provided by the Owner in accordance with Sections 12 & 13 of the Invitation to Bid; and
3. to perform and complete all Work in strict compliance with the Contract Documents as defined in the General Conditions of the Contract for Construction; and
4. to commence and complete the Work in strict accordance with the Project Milestone Schedule, Exhibit "B", dated **May 4, 2023**.
5. To perform and complete all Base Bid Work for:

5.1 a Lump Sum Fixed Price of \$ Nine Million Three Hundred Sixty One Thousand Eight Hundred Forty Three Dollars

(written)

(\$ 9,361,843) to cover the Contractor's profit and general overhead and all

(numeric)

costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials, and all taxes);

- 5.2 For information purposes only, the Owner desires a breakdown of the Lump Sum Fixed Price for the Base Bid Work. Each part of the breakdown shall be considered complete and shall include its respective portions of all direct and indirect costs such as trench safety, performance and payment

bonds (if required) and all other costs as may be applicable, including overhead and profit. The breakdown is as follows:

5.2.1 LTHW Distribution System Renewal-Phase I- Supplemental Header Installation

CONSTRUCTION:

Mobilization	Total Cost \$	<u>400,000</u>
Piping Material	Total Cost \$	<u>1,254,797</u>
Valves & Accessories.....	Total Cost \$	<u>278,331</u>
Structural Support.....	Total Cost \$	<u>87,639</u>
Piping Installation (ECEP)	Total Cost \$	<u>703,815</u>
Jack & Bore	Total Cost \$	<u>2,140,251</u>
Dewatering	Total Cost \$	<u>34,384</u>
Piping Installation (General)	Total Cost \$	<u>3,248,628</u>
Insulation.....	Total Cost \$	<u>167,451</u>
Line Stops.....	Total Cost \$	<u>331,942</u>
Fencing Relocation	Total Cost \$	<u>116,905</u>
MVP2- Piping Modifications	Total Cost \$	<u>64,147</u>
Concrete.....	Total Cost \$	<u>266,548</u>
Paving.....	Total Cost \$	<u>256,690</u>
Area Restoration.....	Total Cost \$	<u>10,315</u>
TOTAL \$		<u>9,361,843</u>

5.3 Alternates

5.3.1 Alternate No. 1 – Add Alternate No. 1

- All work is identified as "Add Alternate No. 1" throughout the Contract Documents.
- Provide an add to utilize the existing line stop fittings south and west of MVP-2, as well as to provide a new line stop fitting on the LTHWR pipe heading west out of MVP-2. This option shall be utilized if the existing valves in MVP-2 are unable to isolate the system in order for the piping near MVP-2 to be modified.
- Demolish the existing sidewalk in the bus loop area and perform an excavation to expose the existing line stop fittings. Extend the MOT as needed.
- Coordinate the installation of line stops with TEAM, Inc.
- Backfill and restore the hardscape once all work within MVP-2 has been completed and the line stops have been removed.

The proposed lump sum increase/decrease to the Base Bid Amount for Alternate No. 1 as described in Specification Section 01100 is:

Two Hundred Ninety Five Thousand Dollars
 (\$ 295,000).

6. To comply with all provisions of Part III, Chapter 553, Title XXXIII of Florida Statutes, titled "Trench Safety Act", as applicable to the performance of the Work, as stipulated below:

(Bidder to checkmark only one box, below):

- 6.1 ☐ The Bidder hereby warrants to the Owner, under penalty of law, that the performance of Work included in the Contract, if awarded to this Bidder, will involve no trench excavation in excess of five (5) feet deep and therefore is not subject to the Trench Safety Act. Bidder warrants, further, that as an element of consideration if it is awarded the Contract, Bidder agrees that, if for any reason the Scope of Work of the

REEDY CREEK IMPROVEMENT DISTRICT

Project: LTHW Distribution System Renewal-Phase I

Invitation to Bid Number: C006384

Maximo No: 7940925

EXHIBIT "A" - Bid Proposal Form

Issue Date: May 4, 2023

Contract results in trench excavation in excess of five (5) feet, Bidder will notify the Owner's Representative prior to undertaking such excavation and will cooperate with the Owner's Representative in assuring compliance with all applicable requirements of the Trench Safety Act.

OR

- 6.2 ☒ The Bidder intends to utilize construction methods that will involve trench excavation in excess of five (5) feet, which, therefore, is subject to the requirements of the Trench Safety Act. The Bidder warrants that it is familiar with the requirements of the Act and the Occupational Safety and Health Administration safety standards, 29 C.F.R. s. 1926.650, Subpart P, as they apply to the Work to be performed under the Contract, and that the methods the Bidder will employ to accomplish that work will comply with those requirements. Bidder has included in its Base Bid Lump Sum Fixed Price a total amount of Six Hundred Fifty Two Thousand Nine Hundred Sixty Five Dollars (\$ 652,965), which represents full reimbursement for total compliance with the requirements of the Trench Safety Act. The submission of this signed Bid form, by the Bidder shall serve as written assurance by the Bidder (as required under Section 63, Part III, Chapter 553, Title XXXIII, Florida Statutes) that it will comply with all applicable trench safety standards and Bidder's compliance shall consist of the following measures for the cost shown, with the total of costs equal to the total amount above:

TRENCH SAFETY SYSTEMS

(Bidder shall complete the following table only if item 6.2, above, is applicable):

Trench Safety System - OSHA Compliance

Location Description	Unit Quantity	Unit of Measure	*Unit Cost	*Extended Cost
<u>Open-trench areas</u>	<u>1</u>	<u>LS</u>	<u>\$36,915</u>	<u>\$36,915</u>
<u>Sanitary Crossings</u>	<u>2</u>	<u>EA</u>	<u>\$ 8,025</u>	<u>\$16,050</u>
<u>Jack & Bore pits</u>	<u>1</u>	<u>LS</u>	<u>\$600,000</u>	<u>\$600,000</u>

*Trench Safety System(s) to be used: Standard trench box, trench box with sheeting, steel plates, wooden form boards with hydraulic jacks, tight sheeting with walers, aluminum build-a-box

*Example: Method of Compliance – Shoring, sheeting or any other acceptable method of OSHA compliance;
Unit Cost – Cost per linear foot of trench or square foot of sheet piling or shoring, etc.;
Extended Cost – Extension of cost per unit times units.

7. to submit with the Bid, the Bid Guarantee in the Amount of Five Percent (5%) of the Base Bid and the Letter of Assurance, both in accordance with the provisions of Section 9, Bond Requirements and Section 13 Exhibits, per the Invitation to Bid;
8. to submit with the Bid, all DSBE Forms, Exhibit F of the Invitation to Bid.

REEDY CREEK IMPROVEMENT DISTRICT

Project: LTHW Distribution System Renewal-Phase I

Invitation to Bid Number: C006384

Maximo No: 7940925

EXHIBIT "A" - Bid Proposal Form

Issue Date: May 4, 2023

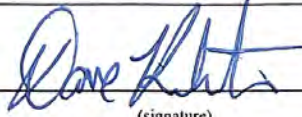
BIDDER CHECKLIST:

(To be checked and confirmed by Bidder)

- ☒ Bidder has acknowledged receipt of all Addenda by indicating acknowledgement of each separate Addendum on Page 1 of this Bid Proposal Form, and;
- ☒ Bidder has made all required entries on and has properly executed this Bid Proposal Form, and;
- ☒ Bidder has submitted herewith, the Bid Guarantee and the Letter of Assurance, both in accordance with the provisions of Section 9, Bond Requirements and Section 13 Exhibits, per the Invitation to Bid;
- ☒ Bidder has submitted herewith, all DSBE Forms, Exhibit F of the Invitation to Bid.

SIGNED AND DATED THIS 6th day of July, 2023

Company: Harper Limbach

By: 
(signature)

DAVID ROBERTS
(Print Name)

Title: VP of SALES

Telephone: (813) 442-2759

Mailing Address: 940 Williston Park Point

Lake Mary, FL 32746

E-Mail: dave.roberts@harperlimbach.com

End of Bid Proposal Form

REEDY CREEK IMPROVEMENT DISTRICT
Project: LTHW Distribution System Renewal-Phase I
Invitation to Bid Number: C006384
Maximo Number: 7940925

Exhibit "B"
Project Milestone Schedule
Issue Date: May 4, 2023

EXHIBIT - "B"
PROJECT MILESTONE SCHEDULE

The Contractor agrees to commence and complete the Work in strict accordance with the Project Milestone Schedule for performance of the work, as provided below.

Milestone	PROJECTED DATE
Contract Award Estimated 20 Days after Low Bidder Notice	August 31, 2023
Mobilization	January 8, 2024
Substantial Completion	July 31, 2024
Final Completion	August 31, 2024

End of Exhibit "A"

EXHIBIT "C"
SCHEDULE OF UNIT PRICES

(Bidder shall complete the Schedule of Unit Prices, below, and submit this Exhibit "B" within 10 calendar days of submission of its Bid)

In accordance with Article 12 of the General Conditions of the Contract for Construction, the following Unit Price Schedule may be used for additions and/or deletions to the Contract Work as the Owner's Representative may direct.

1. Unit Price items shall be inclusive of all items of expense, including but not limited to applicable materials (delivered to the Job Site and unloaded), labor (including receiving, handling, scaffolding, distributing, storing, hoisting, installation, clean-up and protection), equipment, drafting services, trucking, permits, appliances, supervision, engineering, taxes, insurance, overhead, profit and bonds.
2. Except where specific exceptions are indicated, it is understood that all equipment and material to be furnished is to be identical with that which is called for in the Specifications.
3. The Unit Price indicated for each item hereinafter described shall remain in effect for the duration of the Contract and shall apply to both additions and deletions. Any changes in the Work shall be computed on a net quantity basis multiplied by the Unit Price.
4. For all Directive changes (Unit Price, Lump Sum or Time & Material), rentals for equipment not listed under Attachment "A" shall be based on a prorata portion as to the portion of the month used of the current monthly Blue Book rates; or by actual invoice from the Rental Agency, whichever is less.
5. The Owner's Representative reserves the right to choose Unit Price; Lump Sum; or Time & Material pricing in accordance with Article 12 of the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

Item	Description	Unit Price	Unit of Measure
1.	Demucking (does not include dewatering)	\$150	per cubic yard
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

End of Exhibit "B"

SCHEDULE OF UNIT PRICES

The following is an integral attachment to the aforementioned Exhibit "B" Schedule of Unit Prices and, together with the Unit Prices, may be utilized as the basis for adjustments to the Contract Sum for additions to and deletions from the Contract Work, as the Owner's Representative may direct, in accordance with Article 12 of the General Conditions of the Contract for Construction. The rates contained in this schedule shall be subject to all restrictions and provisions set forth in Exhibit "C" Schedule of Unit Prices. All Hourly Rates (labor wages and equipment rates) are inclusive of Contractor's overhead, profit and cost of all employee burdens, benefits, insurance and Worker's Compensation coverage. The Contractor shall provide, as supporting data, evidence of the direct cost of labor, Contractor's overhead, profit and each category of employee burden, benefit and related cost. Overtime rates are applicable to a five-day workweek for hours worked in excess of 40 hours per week, excluding weekends and holidays.

The Bidder shall list each labor category applicable to the performance of the Contract Work and provide the corresponding wage rates for each in the table below.

[illegible]

1



CFTOD Utility Division Project Update

Epcot Low Temperature Hot Water (LTHW) Distribution System Renewal

November 15, 2023



CFTOD Low Temperature Hot Water (LTHW) System at Epcot

District Plant Facilities

- The Epcot Central Energy Plant (ECEP) provides 200-degrees Fahrenheit hot water for space heating, domestic hot water, air-conditioning humidity control and kitchen uses to the Walt Disney World (WDW) Epcot theme park and the WDW Beach Club resort.
- The ECEP has a total nameplate hot water capacity of 81 MMBtu/hr. provided by three (3) hot water boilers that are dual-fuel (natural gas and No. 2 fuel oil). Natural gas is the normal supply fuel.
- As a general guideline, when outside temperatures are above 50-degrees Fahrenheit, one (1) boiler can supply the system hot water demand. When outside temperatures are below 50-degrees Fahrenheit, two (2) boilers are required.
- The ECEP is staffed 24 hrs./day, 7 days/week, 365 days/year.



CFTOD Epcot Low Temperature Hot Water (LTHW) System

District Distribution Piping Systems

- The distribution piping systems for LTHW (approximately 50,000 feet of pipe) are primarily direct-buried at depths of three to six feet.
- The hot water system is looped around the outer periphery of the WDW Epcot theme park, with a center connection between the two sides of the loop.
- Some sections of hot water utility piping are routed in accessible WDW utilidors beneath the WDW Epcot park.
- The piping system is welded carbon steel.



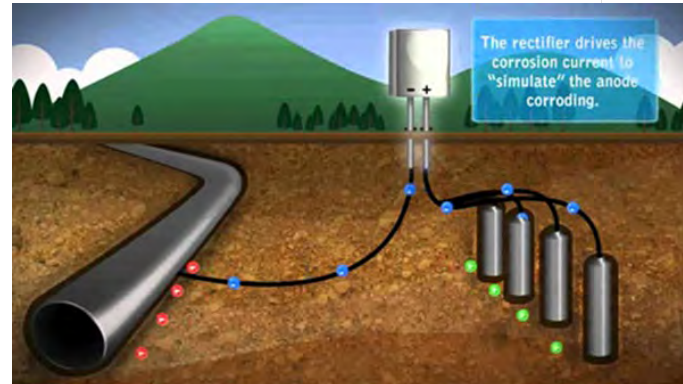
CFTOD ECEP



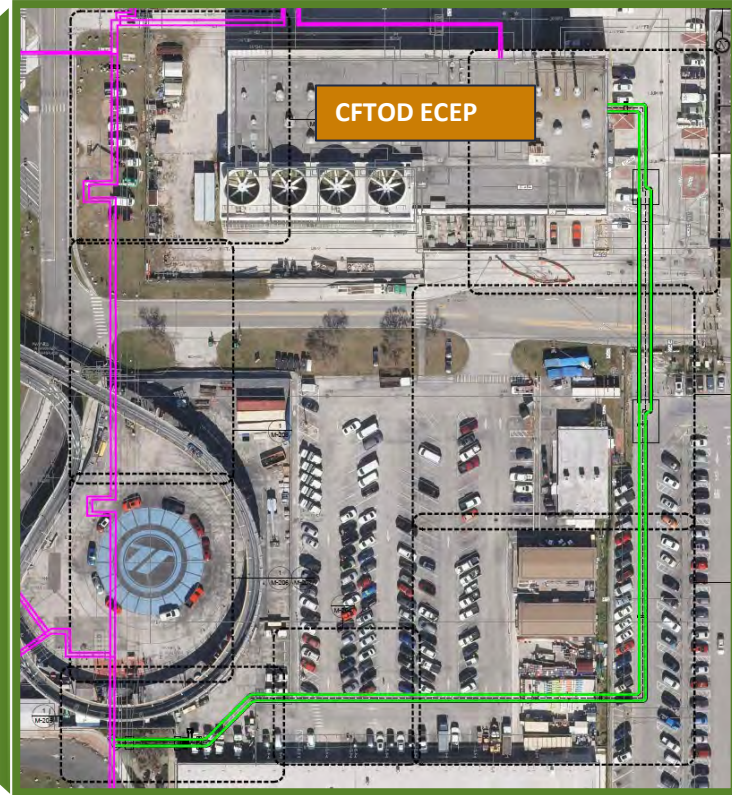
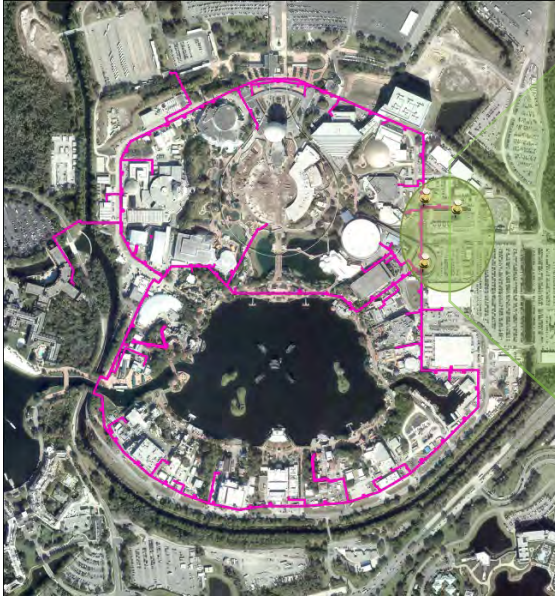
CFTOD Epcot Low Temperature Hot Water (LTHW) Pipe

Distribution Piping System Details

- Main line and lateral valves are located in 45 mechanical valve pits (MVPs).
- RCID owns the piping system up to and including the first valve in the customer facility. There are 34 customer facilities.
- The original design intent was a “dryable/drainable” system which included a pipe jacket, drain traps, compressed air, and cathodic protection system.
- The piping system is unique. There are limited consultants/contractors experienced with this type of pipe.
- RCES is working to ensure the cathodic protection and compressed air systems are fully functioning throughout the system.
- Cathodic protection is a technique used to control the corrosion of a metal surface.



Epcot LTHW Distribution System Renewal – Phase 1



Project Budget

Epcot LTHW Distribution System Renewal – Phase 1

Project	<u>Project Budget</u>	<u>Board Authorization</u>	<u>Allocated Contingency</u>	<u>Total Project Request</u>	<u>Commitments</u>	<u>Uncommitted Authorization</u>
Epcot LTHW Distribution System Renewal - Phase 1 (B1016)						
Design / Support Services	\$ 1,000,000	\$ 829,860	\$ 100,486	\$ 930,346	\$ 861,860	\$ 68,486
RCES Soft Costs & General Requirements (Aug 2022)		\$ 50,000	\$ -	\$ 50,000	\$ 50,000	\$ -
Salas O'Brien - C006237 (Aug 2022)		\$ 329,860	\$ 32,986	\$ 362,846	\$ 329,860	\$ 32,986
Salas O'Brien - C006237 CO#1 (Dec 2022)		\$ -	\$ -	\$ -	\$ 32,000	\$ (32,000)
RCES Soft Costs & General Requirements (Sep 2023)		\$ 450,000	\$ 67,500	\$ 517,500	\$ 450,000	\$ 67,500
Owner Furnished Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Services	\$ 11,000,000	\$ 9,361,843	\$ 1,404,276	\$ 10,766,119	\$ 9,361,843	\$ 1,404,276
Harper - C006384 (Sep 2023)		\$ 9,361,843	\$ 1,404,276	\$ 10,766,119	\$ 9,361,843	\$ 1,404,276
Total	\$ 12,000,000	\$ 10,191,703	\$ 1,504,762	\$ 11,696,465	\$ 10,223,703	\$ 1,472,762



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.3

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
Collective Bargaining Agreement: B Unit Contract-Effective January 1, 2024 to December 31, 2026	
Requested Action	
Board Approval of B Unit Contract which covers Supervisory unit in the Fire Department.	
Staff Report	
<p>The attached B Unit Contract is for the Supervisor unit of the Reedy Creek Fire Fighters Association and the Central Florida Tourism Oversight District effective January 1, 2024 to December 31, 2026.</p> <p>After only 5 weeks of negotiations, the agreement was tentatively agreed upon between CFTOD and the Bargaining Unit representatives.</p> <p>This is the first time in many years that a contract was actually completed before it expired. Current contract set to expire on December 31, 2023.</p> <p>Voting by the B unit members completed on November 8, 2023 and the agreement passed.</p>	
Additional Analysis	
None	
Fiscal Impact Summary	
Bargaining unit members receive a 13% wage adjustment on January 1, 2024, a 5% increase on January 1, 2025 and a 5% increase on January 1, 2026.	
Exhibits Attached	
B unit contract.	



Agreement between the
Central Florida Tourism
Oversight District
and the
Reedy Creek
Professional
Firefighters'
Association
IAFF Local 2117
B-UNIT

Effective January 1, 2024
UNTIL December 31, 2026

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Article 1 – Preamble

This AGREEMENT is entered into as of January 1, 2024, between the Central Florida Tourism Oversight District, hereinafter called “the District,” and the Reedy Creek Professional Firefighters’ Association, Local 2117, International Association of Firefighters, hereinafter called “the Union”.

Article 2 – Purpose

It is the intent and purpose of the parties hereto to establish fair wages, working conditions, and benefits and to put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise between them, to the end that the District is assured complete and full fire protection at all times and that labor peace is maintained.

Article 3 – Applicability of Agreement

AGREEMENT NOT RESTRICTIVE ON DISTRICT ADMINISTRATION OR BOARD OF SUPERVISORS:

This Agreement does not restrict the powers vested in the District Administration or the Board of Supervisors of the Central Florida Tourism Oversight District as set forth in the Laws of Florida, any regulations and resolutions promulgated thereunder, and applicable provisions of Chapter 298, Florida Statutes, nor shall the rights of any bondholders be affected whatsoever by any provision of the Agreement.

Article 4 – Recognition

The District recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No.1608. Currently included in the supervisory “B” Bargaining Unit are all employees of the Central Florida Tourism Oversight District’s Fire Department in the classifications of:

Battalion Chief

Captain

Employees in these classifications shall be covered by the terms of this Agreement unless excluded by mutual agreement of the parties or excluded from the bargaining unit by PERC.

All other District/Department employees, as listed, are excluded from the supervisory bargaining unit and shall not be covered by the terms of this Agreement.

Chief

Deputy Chief

Assistant Chief

Assistant Manager

Commander

Clerical personnel

Lieutenant

Assistant Supervisor

Engineer

Fire Inspectors

Plans Examiner

Firefighter/Paramedic

Firefighter/EMT

EMS Team Paramedic

EMS Team EMT

Article 5 – Scope

Section 1: *Activity Covered*

This Agreement covers any form of fire protection, emergency medical service, and related fire/emergency medical services provided by the District within the District's boundaries.

Section 2: *Municipality Fire Departments in District Not Covered*

This Agreement shall not include any future municipality, within the District boundaries, which provides its own fire/emergency medical service. In the event any future municipality does not have, nor has the District provided fire/emergency medical services, then such services shall be included within the scope of this Agreement.

Section 3: *District may Provide Fire Protection for Municipalities within District*

Any form of fire protection, emergency medical service, or related fire services provided by the District for any present or future municipality within the District shall be included within the scope of this Agreement.

Article 6 – Management Rights

Section 1: *Definition*

Except as expressly and clearly limited by the terms of this Agreement, the District reserves and retains exclusively all of its normal and inherent rights with respect to the management of the District's Fire Department, including but not limited to:

- its right to select and direct the number of employees assigned to any particular classification of work
- to establish and change work schedules and assignments
- to lay off, terminate, or otherwise release employees from duty for lack of work or just cause
- to make and enforce work rules and rules for personal grooming and the maintenance of discipline
- to determine the number, location, or relocation of Fire Stations; and
- to institute technological changes
- and otherwise to take such measures as management may determine to be necessary to the orderly, efficient, and economical operation of the District's Fire Department.

Section 2: *Work Activity – Personnel Assigned to 24-Hour Shift*

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the twenty-four (24) hour shift.

Section 3: *Work Activity – Personnel Assigned to Alternative Shift(s)*

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the scheduled (8, 10, 12, 16 hour) shift.

Section 4: *Work Schedules*

The District, as defined above, reserves the right to assign personnel to shift (24 hrs.) and/or other alternative shifts (8, 10, 12, 16 hrs.). When the reassignment of duties, 24-hour shift to alternative shift or vice versa, occurs the affected employee(s) will normally be given a sixty (60) calendar day notice of the reassignment.

All reassigned personnel must meet the operational needs, qualifications, certifications, and experience of the assigned position, as determined by the Fire Chief. In the case of an emergency, as determined by the Fire Chief, personnel may be assigned as needed to ensure operational efficiency.

Article 7 – No Strike No Lockout

Section 1: *No Strike – No Lockout*

The Union recognizes that under the Constitution and laws of the State of Florida, it is precluded from invoking the right to strike. “Strike” means the concerted failure to report for duty, the concerted absence from one’s position, the concerted stoppage of work, the concerted submission of resignations, the concerted use of sick leave, picketing or demonstrations that block ingress or egress to the District’s facilities or interfere with the business operations of the District or its taxpayers, or the concerted abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment with the District. There shall be no lockout by the District.

Section 2: *Failure to Cross Picket Line – Violation of Agreement*

Failure of any employee covered by this Agreement to cross any picket line established at or near the District’s premises is a violation of this Agreement.

Section 3: *Union’s Responsibility to Prevent Work Stoppage, Picketing, Strike, or Disruptive Activity*

The Union shall not sanction, aid or abet, encourage, or condone a strike as defined in Section 1 of this Article and shall undertake all reasonable steps to prevent or terminate any strike. No employee shall participate or engage in a strike. Any employee who participates or engages in a strike shall be subject to disciplinary action, including discharge. The failure of the District to exercise this right in any instance shall not be deemed a waiver of this right in any other instances, nor shall the District’s right to discipline all employees for any other cause be in any way affected by this Section.

Section 4: *Enforcement of Article 7*

A breach of any provision of this Article by either party will entitle the aggrieved party to injunctive relief, in a Circuit Court of the State of Florida, in addition to any other remedies under the law.

Section 5: *Recognition of the Right of Employees to Engage in Activity Protected by the First Amendment*

Hand billing is not prohibited by this Article. Nothing in the Agreement shall be deemed to prohibit the proper exercise of First Amendment rights by the Bargaining Unit Employees or to otherwise waive such rights.

Article 8 – Non-Discrimination

Section 1: *Union Membership*

The District agrees there shall be no discrimination against employees who engage in Union activity, affiliation, or membership.

Section 2: *Non-Discrimination*

The District agrees to be fair and impartial in all its relations with employees and applicants without regard to race, religion, color, sex, sexual orientation, national origin, age, marital status, covered veteran status, mental or physical disability, pregnancy, or any other status protected by state or federal law.

The Union and the District agree that harassment, discrimination, or retaliation in violation of this Agreement or applicable law is unacceptable.

Section 3: *Language Disclaimer*

The parties have made every effort to use non-gender specific language and their intent is that all provisions are gender neutral.

Article 9 – Union Activity and Check-off

Section 1: *Labor Agreement Distribution*

The District will bear the burden of cost to provide a copy of the CBA booklet to each employee covered under the B-Unit CBA and to the Union officers at the time of the signing of this agreement. Additionally, the District will maintain a digital copy available to all employees covered by this Agreement.

Section 2: *Distribution and Solicitation*

The Union, its members, agents, representatives, and persons acting on their behalf, are hereby prohibited from soliciting any employee or distributing literature during working hours in areas such as the Fire Stations, where the actual work of Department employees is being performed. The distribution of literature or discussion of Union matters during the employees' normal meal times or reduced-duty periods shall not be prohibited, provided there are no disruptions to Fire Department operations.

Section 3: *Permission for Union Representatives to Enter Premises*

The Fire Chief's office will be notified prior to the arrival of Union representatives (other than Local 2117's officers and stewards) at District fire stations. The Union representative(s) will have the right to conduct Union business with any employee during the employee's normal meal times, reduced duty periods, or work period, provided there are no disruptions to Fire Department operations. Any violations of the provisions of Sections 2 or 3 shall require the representative(s) to leave the station premises until it is appropriate to return.

Section 4: *Shift Steward*

The Union shall have the right to designate Shift Stewards. The Union shall, in writing, notify the Labor Relations Office of the District as to the identity of the designated Shift Stewards. The Shift Stewards shall have the right to receive, discuss, and assist in the adjustment of complaints or differences with the appropriate Commander, Assistant Chief, or higher level of management. The District will not obstruct the Shift Stewards or Union officials in the proper performance of their Union duties, provided that such duties do not unreasonably interfere with their regular work or with the work of other employees.

Section 5: *Check-Off and Withholding of Wages*

The employer agrees to withhold from the employee's wages on each payroll week: uniform weekly membership dues, initiation fees, and one Union check-off for each employee who signs and submits an authorization card, the acceptable form of which is shown on attached Addendum "B." The District shall forward such dues (in the amount certified to be current by the Treasurer of the Union) on or before the third week following the last week in the month in which the dues are deducted. The Union agrees to indemnify and save the District harmless against

any and all claims, suits, or other forms of liability arising out of the deduction of money for Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the certified financial treasurer or other properly designated official of the Union. The acceptable form to be used for withdrawal from check-off is shown as Addendum "C."

Section 6: *Public Information Requests*

The District shall provide public records and information to the Union in accordance with state law.

Section 7: *New Employee Union Orientation*

The District will provide the Union an opportunity to meet with new employees for a consecutive period of at least two (2) hours but not more than four (4) hours during the new hire's orientation period. This time must be scheduled in advance with the employee's assigned supervisor and Union President or their designee.

Section 8: *Union Representative at Committee Meetings*

One Union appointed representative may attend all committee meetings outlined in this agreement, but will not be considered a member of the committee or have voting rights. This representative is in addition to any members of a committee assigned by the Union in accordance with this agreement.

Article 10 – Hours of Work and Block Pay

Section 1: *Workweek – Payroll Week*

The workweek is a period of seven (7) days, starting at 0700 hours on each Sunday and ending at 059:59 hours on the same day in the following week.

Section 2: *Payroll Day*

A payroll day is a period of twenty-four (24) hours starting at 0700 hours and ending at 059:59 hours the following day.

Section 3: *Work Period*

A. TWENTY-FOUR (24) HOUR SHIFT | FORTY-EIGHT WORK WEEK PERSONNEL

1. Employees shall be scheduled to work one (1) shift of twenty-four (24) hours starting at 0700 hours, followed by forty-eight (48) hours off-duty.
2. The work week shall average forty-eight (48) hours per week on an annual basis. This work week shall consist of the employee working six shifts out of seven with the shift off scheduled by the District within a regular rotation.
3. 24/48 hour employees may be assigned to a 40-hour workweek on a temporary volunteer basis or for voluntary light duty assignments. These employees will be paid for 48 hours. Block pay will be paid for any hours worked in excess of 48 hours.

B. 40-HOUR PERSONNEL

Forty (40)-hour per week employees can be scheduled to work a minimum of eight (8) hour shifts for five (5) consecutive days, or ten (10) hour shifts for four (4) consecutive days. If the employee works three 12-hour shifts (36), the employees will be paid for 40 hours. Employees will be scheduled consecutive days off unless otherwise requested by the employee and approved by their supervisor. The Department will provide a minimum of eight (8) hours off duty between scheduled shifts unless otherwise requested by the employee and/or the case of block pay.

Section 4: *Block Pay*

As a salaried employee, a Battalion Chief or Captain is not entitled to block pay to compensate for regular workload, even if the workload exceeds the normal scheduled hours in a workday or workweek. Employees who are required by their supervisor to work additional hours shall be compensated in block pay amounts and in accordance with the following:

<u>Additional Hours Worked</u>	<u>Compensation</u>
30 Minutes -- 59 Minutes	\$ 100.00
1 – 4:59 hours	\$ 300.00
5 - 9:59 hours	\$ 650.00
10 – 17:59 hours	\$ 1000.00
18 – 24 hours	\$ 1800.00

It is agreed that the Union will continue responsibility for the distribution and assignment of block pay in accordance with qualifications required by the District. A Union official will be provided access to a telephone to obtain the needed block pay commitment.

The District reserves the right to offer block pay schedules in increments of less than twenty-four (24) hours. Such administration will include the District's ability to require and enforce block pay schedules in the following manner:

Using the current block pay system, should a refusal of block pay be made by the employee who appears first in the roster, and upon contact by the District, no other employee in progression accepts said block pay, the employee initially contacted will be required to work the block pay.

Section 5: *Payday*

Employees shall be paid weekly by direct deposit. Earning Statements will be posted and available for review on Thursday after 0700 hours following the end of each payroll week through the District's Employee Self Service System. The Employee Self Service System must have remote access and will be available at work and at home, barring unforeseeable circumstances, system down due to a storm, or otherwise.

Section 6: *Meal Periods – 24 Hour Employees*

- A. 24-Hour employees will be allotted two (2) meal periods during the course of their Shift. These meal periods will be at the discretion of the employee based on work and/or alarm activity.
- B. Eating Facilities

The District will provide clean and sanitary eating facilities, including cooking area and utensils. Employees will be allowed to eat meals in facilities other than the fire station when circumstances dictate it to be convenient while out of the fire station.

C. Lunch and Supper Periods Not Free Time

Meal and supper periods shall not be construed as free time and all employees shall remain ready and available for emergency responses during these periods. Public tours will normally not be conducted in the eating areas of the stations during prescribed lunch and supper periods.

Section 7: *Meal Periods – 40-Hour Employees*

40-Hour personnel will be allowed a meal period as near as practical to the middle of their shift. Non-exempt 40-Hour employees shall be paid for any time worked during their meal period.

Section 8: *Reduced Activity Periods*

The use of beds will be permitted after 1700 hours. The period that 24/48-Hour personnel may sleep will be from 1700 until 0659 hours.

Article 11 – Working Out-of-Classification

Section 1: *Working in Higher Classifications*

Supervisory employees, as recognized in Article 4, may be assigned to work in a higher classification based upon operational need and qualifications of the employee, as determined by the appropriate Assistant Chief, Deputy Chief, or the Fire Chief. Employees who are assigned to work in a higher classification will be paid:

Battalion Chiefs (48-hour) working out-of-classification shall be paid \$200.00 for any out-of-class assignment in a 24-hour period beginning each day at 0700 hours. This out-of-class assignment will be made by a shift commander. Out of classification assignments are automatically applicable when a battalion chief is covering the first two hours of the shift (0700-0900) or when the shift commander is off duty. Additionally, out-of-class assignments will be made when the shift commander is unable to handle job responsibilities for a minimum of four (4) hours.

Battalion Chiefs (40 hour) and Captains (40 hour) working out-of-classification shall be paid \$75.00 per shift for any out-of-classification assignment. This assignment will be made by personnel order by the employee's supervisor.

Section 2: *Working in Other Classifications*

It is recognized that a supervisor, as recognized by Article 4, has duties that are largely of a supervisory nature. Accordingly, supervisors shall not normally perform manual labor, such as that performed by the employees as herein defined, except:

1. For emergency purposes (Ex: natural disasters, mass casualty incidents, declared state of emergency, situations that require immediate action in call to service)
2. To protect District property and to ensure the safety of employees and the public.

Article 12 – Shift Exchange

Section 1: 24-Hour Battalion Chiefs

- A. Shift Exchange is done voluntarily by the employees and not at the behest of the District. The reason for trading time is not due to the needs of the District's business operations. The District shall maintain records of all Shift Exchanges.
- B. Responsibility and liability for Shift Exchanges, paybacks and initiations, shall be solely that of the employees involved in the actual Shift Exchange.
- C. When the employee agreeing to work for another employee is unable to report for duty due to illness, it is the employee's responsibility to notify the normally-scheduled employee's supervisor of the illness. Further, the employee and the supervisor shall attempt to locate the employee normally-scheduled to work and notify them of the situation. In the event the employee normally-scheduled to work cannot be located, the employee agreeing to work shall attempt to locate another employee to fulfill the Shift Exchange obligation. If the employee agreeing to work has made every effort to locate another employee to fulfill the Shift Exchange obligation, but is unsuccessful or fails to report for the agreed upon Shift Exchange, then the employee who was normally scheduled to work shall have their pay reduced for the amount of monies that was lost as a result of the absence during the pay cycle that the Exchange was scheduled or occurred.
- D. In the event the employee agreeing to work for another employee becomes ill during a Shift Exchange, then the employee will be relieved from duty and the employee who was normally scheduled to work shall have their pay reduced for the amount of monies that was lost as a result of the absence during the pay cycle that the Exchange was scheduled or occurred.
- E. Absence or tardiness on any Shift Exchange will be documented and the employee agreeing to the Shift Exchange may be subject to disciplinary action for any violation according to rules and regulations of the Department.
- F. Requests for all Shift Exchanges shall be made electronically. Shift Exchange shall not be denied except for extraordinary cause. The Notice shall normally be submitted no later than twelve (12) hours prior to the intended Shift Exchange. Once approved, the Shift Exchange request will be recorded electronically.
- G. Shift Exchanges may be approved by a Commander on an individual basis without the time limitation being applicable.
- H. There shall be no limit to Shift Exchanges.
- I. Shift Exchanges shall be between two (2) individuals, per exchange, except for extenuating circumstances where two (2) individuals may exchange for one (1) at the discretion of the Commander.

- J. In the event of training activities that are unique, special, infrequent, or the last opportunity, Shift Exchanges may be denied, provided the Fire Chief and the Union President mutually agree in advance that said training meets the above conditions. Such agreement shall not be unreasonably withheld. All reasonable requests for alternative arrangements to attend such training shall be considered. Any dispute regarding the nature of the training shall be resolved by the District's Labor Relations Officer.

Article 13 – Job Classifications and Salary Ranges

Section 1: *Salary Ranges*

The base salary ranges for the job classifications of Battalion Chief and Captain during the term of this Agreement can be found in Addendum “C.”

Employees who are reassigned to/from 40-hour Battalion Chief and 24/48-hour Battalion Chief will maintain the same annual base salary.

Section 2: *Salary Ranges for New Classifications*

If the District hereafter establishes any new or substantially changed job classifications or work operation, it will give as much notice thereof to the Union as is possible, and will discuss same if requested. The new job classification and salary range for any new job classification will be established by the District. If the Union does not agree with the salary range for the job classification, the Union shall submit a written grievance at the third (3rd) step of the Grievance Procedure within five (5) calendar days as defined in Article 17, Section 3C, after implementation of the new salary range. In the event a higher salary range is agreed upon through the Grievance Procedure or imposed through arbitration, it shall be effective retroactively as of the date the job classification was created.

Section 3: *Wage Rates – New Employees*

All personnel promoted into a position covered by this Agreement will receive a minimum 10% wage increase based on their previous base annual salary or will be paid the minimum salary for the pay grade they are being promoted to – whichever is higher. In determining the salary range for new employees hired from outside the District, the District reserves the right to apply range penetration anywhere within the salary range. The parties agree that the District retains the sole discretion to administer the system in evaluating prior work experience and its appropriateness for salary range penetration credit. The parties also agree that voluntary service shall not be considered for salary range penetration credit.

Section 4: *No Employment with Other Public Firefighting Agencies or Related Services*

An employee may not work or volunteer for any public agency in a position covered by Florida Statutes Section 112.18 while employed by the District. This prohibition includes concurrent, off-duty, PTO, Leave, or any other time. The only exception to this rule is exigent or emergency situations, or when the employee is acting as a Good Samaritan as defined by Florida Statutes.

Section 5: Bike Team Differential

Bargaining Unit employees assigned to the Bike Team shall receive \$100 per assignment. On duty personnel shall be excluded from Bike Team assignments except on a voluntary basis.

Section 6: Incentives

Captains and Battalion Chiefs who obtain the following degrees, certifications, or qualifications will be eligible for the following incentives upon course completion and receipt of a course certification and/or degree. The amount will be paid as a weekly incentive. The maximum total incentive any employee is eligible to receive is \$300 per week.

Suppression and Training Eligible Incentives

Bachelor's Degree or Master's Degree	\$100 weekly incentive pay
Fire Instructor 2	\$50 weekly incentive pay
Fire Instructor 3	\$50 Weekly
Wellness	\$50 Weekly
SOAR Team	\$200 Weekly
State Certified Fire Officer III	\$50 weekly incentive pay
State Certified Fire Officer IV	\$50 weekly incentive pay
Incident Safety Officer	\$50 weekly incentive pay
Health and Safety Officer	\$50 weekly incentive pay
Chief Fire Officer or Executive Fire Officer	\$100 Weekly
Blue Card Instructor	\$50 weekly incentive pay

Fire Prevention Eligible Incentives

Bachelor's Degree or Master's Degree	\$150 weekly incentive pay
Wellness	\$50 Weekly
Certified Fire Protection Specialists Certification or Fire Code Administrator	\$100 Weekly Incentive

Communication Eligible Incentives

Bachelor's Degree or Master's Degree	\$150 weekly incentive pay
Wellness	\$50 Weekly
Emergency Number Professional	\$100 Weekly incentive pay
APCO Public Safety Leader or APCO Public Safety Executive	\$100 Weekly incentive pay

EMS Captains Eligible Incentives

Bachelor's Degree or Master's Degree	\$150 weekly incentive pay
Wellness	\$50 Weekly
Incident Safety Officer	\$50 weekly incentive pay
Health and Safety Officer	\$50 weekly incentive pay

Section 7: Night Shift Differential for Fire Prevention and Communications

- A. Communications Center Captains and Fire Prevention Captains will be paid a night shift premium of \$25.00 for any shifts worked between 2300 and 0600 hours.

- B. In the event on-call coverage is needed, Communications Center Captains who are assigned by the Communications Center Manager to be on call will receive \$100 for the workweek they are scheduled.

Article 14 – Seniority and Layoffs

Section 1: *Definition of Seniority*

Seniority is defined as the period of continuous service with the District's Fire Department since the last day of hire.

Section 2: *Principles of Seniority*

Seniority shall be recognized as beginning on the date of hire into, or promotion to, a classification covered by this Agreement. Seniority will cease in that classification on the date of promotion or demotion to a new classification, and shall be kept in each member's District personnel record.

The principles of seniority shall be observed in layoffs and recalls and as otherwise provided for in this Agreement. The Fire Chief may take seniority into consideration for the purposes of Shift, Station or duty assignments.

Section 3: *Dispute on Seniority Subject to Grievance Procedure*

Any dispute between the Union and Management on the application of the seniority principles shall be subject to the Grievance Procedure.

Section 4: *Termination of Seniority*

Seniority and the employment relationship shall terminate when an employee:

- A. Resigns.
- B. Is discharged for just cause.
- C. Is absent for two (2) consecutive unexcused work shifts.
- D. Is laid off for a continuous period of thirty-six (36) months or more.
- E. Fails to report at the end of a leave of absence.

Section 5: *Layoff According to Seniority*

Whenever it becomes necessary to reduce the work force, the employee(s) will be reduced in rank by classification in accordance with their seniority. When a reduction in force is required of a classification covered by this Agreement, the employee with the least seniority in the affected classification will be reduced to the previously held classification. Layoffs will be by classification in accordance with Fire Department seniority.

Section 6: *Notice of Layoff*

Six (6) weeks advance notice of layoff will be given to an employee, but in no event less than two (2) weeks notice, except due to conditions beyond the control of the District such as fire, flood, hurricane, or other acts of God, civil disturbances and threats of harm.

Section 7: *Laid-Off Employees Retain Seniority for Thirty-six (36) Months*

Employees on layoff for thirty-six (36) months or less and who are recalled will maintain their seniority dates and continuous service dates for purposes of District benefits.

Section 8: *Recalls in Accordance with Seniority*

Employees who have been laid off as a result of the curtailment of operations shall be recalled by classification in accordance with their seniority. Recalls in accordance with seniority shall occur prior to the District filling any bargaining unit vacancies from within or attempting to hire any vacated bargaining unit positions through public notice.

Section 9: *Recall Procedure*

A laid-off employee shall be notified of the employee's recall by telephone and certified mail at least twenty-one (21) business days prior to the date the employee is required to report. A copy of any such written notice shall be mailed to the Union.

Section 10: *Correct Address and Telephone Number*

Failure of an employee to notify the Human Resources (HR) Department, Fire Department Administration, and the Union of an address and telephone number change will relieve the District and the Union of its responsibility of notification to the employee under any Article of this Agreement.

Section 11: *Failure to Report from Layoff*

An employee who fails to report for work as scheduled on recall from a layoff shall be considered to have voluntarily terminated employment, unless such an employee has notified the District of personal illness or a death in the immediate family prior to the date the employee was scheduled to report to work.

Section 12: *Promotion to Non-Bargaining Unit Position*

Any employee promoted to a non-bargaining unit position in the Fire Department shall retain accumulated seniority for a period not to exceed one (1) year from the date of accepting such position.

Section 13: *Longevity Incentive*

After 3 years of completed service, an employee shall receive a longevity pay per the schedule below based on their weekly base salary excluding incentives, out of class pay, and block pay. For each subsequent year of completed service, an additional 0.5% incentive is added until such time as the employee reaches 5% maximum. No additional increases shall occur for subsequent years. The increase shall be effective the first weekly pay after the years of completed service.

YEAR 3	0.5%	YEAR 9	3.5%
YEAR 4	1.0%	YEAR 10	4.0%
YEAR 5	1.5%	YEAR 11	4.5%
YEAR 6	2.0%	YEAR 12+	5.0%
YEAR 7	2.5%		
YEAR 8	3.0%		

Article 15 – Discipline, Standards of Conduct and Discharge

Section 1: *Standards of Conduct*

High standards of conduct are necessary to preserve the District's public image and to ensure a safe and effective working atmosphere.

Section 2: *Discipline for Sufficient Reason*

- A. The District has a right to issue reprimands, suspend, discharge, or otherwise discipline any employee for just cause, and this right is reserved exclusively to management. All officers and District officials have the duty to administer timely correction to ensure efficiency, good order, and morale. Properly administered discipline is designed to prevent the need for later and more severe corrective action. The District will make its determination based upon the facts, circumstances, and severity of the case, giving due consideration to the employee's prior work record and longevity. Any employee who feels that their discipline is unwarranted shall have recourse to the Grievance and Arbitration Procedures provided in this Agreement.
- B. Employees will be advised they have the right to the presence and advice of a Union representative before any disciplinary action, or questioning for the purpose of such action, is taken. The District will make reasonable efforts to accommodate requests for specific Union representation when said representative is readily available on shift.
- C. Employees, upon request, may review their personnel file with supervision. Such requests will be honored as soon as is reasonably practical.

Section 3: *Disciplinary Procedures*

- A. For the purpose of this Section, coaching/counseling is not considered disciplinary action and is intended to identify and correct deficiencies and to avoid the need for future disciplinary action.
- B. Oral and written reprimands will be considered for a period of one (1) year. Suspensions shall be considered active for a period of two (2) years.
- C. Bargaining Unit employees will not be required to conduct investigations of other Bargaining Unit employees. The only exception to this would be in the case of the Safety Committee investigating job-related accidents or illnesses.
- D. VERBAL REPRIMANDS –verbal reprimands may be given for less serious violations and will specifically state the nature of the violation. It shall also be signed by the employee, not in admission of the offense, but in acknowledgement that a copy of the reprimand has been delivered to the employee.
- E. WRITTEN REPRIMANDS - Written reprimands may be given after a verbal reprimand for the same offense or as an initial discipline where the offense is of a

more serious nature but not serious enough to warrant suspension or discharge. When the District reduces a reprimand to writing, it will specifically state the nature of the violation and shall be signed by a superior Officer, who will present and discuss the reprimand with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been delivered to the employee.

- F. **SUSPENSIONS** – Disciplinary suspensions, with or without pay, may be given after a written reprimand for the same offense or where the offense is of a more serious nature but not serious enough to warrant discharge. When the District issues a disciplinary suspension, it shall be reduced to writing in the form of a written record and will specifically state the nature of the violation. It shall be signed by a superior Officer, who will present and discuss the suspension with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgement that a copy of the written record has been delivered to the employee. For noncriminal offenses, employees may be suspended without pay during a formal investigation up to a maximum of 2 weeks. After that time, the employee will be placed on paid investigative leave. For criminal offenses, employees may be placed on unpaid investigatory suspension throughout the criminal proceedings.
- G. **DISCHARGE** – Any employee may be discharged for just cause, which may include, but is not limited to the following:
1. Insulting, arguing, being discourteous, or using profane language in the presence of the public.
 2. Initiating a physical assault on another employee.
 3. Assault and/or battery.
 4. Falsification of records, such as medical forms, time cards, employment applications, departmental records, etc.
 5. Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs or hallucinatory agents during working hour or reporting to work under such condition; possessing or selling narcotics, illegal drugs or hallucinatory agents on or off duty; or attempting to sell, procure, or abuse illegal, controlled substances or alcoholic beverages while on duty or while operating or riding in or on the District's equipment.
 6. Conviction of or plea guilty, to any morals charge or of a felony.
 7. Violation of operating rules and procedures, which may result in intentional damage to District property with significant financial cost or in bodily injury.
 8. Gambling while on duty.
 9. Sleeping during active work hours without permission.

10. Insubordination.
11. Unexcused or unreported absence of two shifts.
12. Leaving work assignment without approval of a superior Officer.

Article 16 – Investigations

Section 1: *Definitions*

- A. “Informal inquiry” means a meeting by supervisory or management personnel with an employee about whom an allegation of misconduct has come to the attention of such supervisory or management personnel. The purpose of such meeting is to mediate a complaint or to discuss the facts to determine whether a formal investigation should be commenced.
- B. “Interrogation” means the questioning of an employee by the employer in connection with a formal investigation or an administrative proceeding, excluding Civil Service or arbitration. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.
- C. The District will make every effort to ensure that investigations are initiated within thirty (30) days of becoming aware of the alleged occurrence. All investigations shall be completed, and discipline, if any, meted out within ninety (90) days from the initiation of the formal investigation, unless there is a pending criminal investigation.

Section 2: *Informal Inquiries*

The employer will be permitted to conduct “informal inquiries,” and thereby avoid the requirement of a “formal investigation,” but only under the following circumstances:

- A. An “informal inquiry” normally relates to matter of a routine and non-criminal nature.
- B. It shall normally be conducted by the employee’s immediate supervisor or other Fire Department management, in a one-on-one setting during the employee’s regularly scheduled working time and at the regularly assigned duty Station.
- C. It shall be conducted without a verbatim (taped or otherwise) record made of the inquiry, except by mutual consent.
- D. The inquiry shall not be initiated without first offering the employee Union representation. The employee shall be entitled to Union representation throughout the informal inquiry process.
- E. If a law enforcement agency has initiated any of the charges, the employee shall be so advised.
- F. During an inquiry or investigation which the employer deems it an informal inquiry, the employee has the right (at any time) to have the inquiry halted and treated as a formal investigation.

- G. It shall be conducted when the employer reasonably believes that the action would warrant a verbal or written reprimand. If an employee has past performance issues and the disciplinary action could warrant a suspension or termination, an informal inquiry should not be conducted and a formal investigation initiated. If through the informal inquiry process is determined that suspension or termination could be warranted, the proceedings should stop and a formal investigation should be initiated.

Section 3: *Interrogations – Formal*

When an internal administrative investigation is initiated by the Fire Department against an employee and where a statement is required from the accused employee, the interrogation shall be conducted under the following conditions:

- A. The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the accused is off duty at the time of the interrogation, the time spent by the accused in the interrogation shall be considered time worked and appropriately compensated. If it occurs while on-duty, a commanding officer or a supervisor of the accused shall be notified of the interrogation.
- B. If the interrogation is conducted by or for the Department, it shall take place in a Fire Department building, whenever possible.
- C. The accused shall be informed of their right to Union representation as well as the rank, name, and command of the officer in charge of the investigation, the interrogating party and all persons present during the interrogation. All questions directed at the accused shall be asked by one interrogator at any one time.
- D. Prior to an interrogation beginning, the accused shall be informed, in writing, of the nature of the investigation. This shall include the regulation(s) allegedly violated, the date and time of the alleged violation (if applicable), and a general description of the circumstances of the alleged misconduct. The accused shall be informed beforehand of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused. All witness statements, supporting documentation and/or evidence used in the investigation shall be provided to the accused prior to the start, but not less than one (1) hour, of the accused employee's interrogation. No person named or identified shall be harassed or retaliated against by any employee or Union representative. All complaints or witnesses shall submit a signed statement, either created by the employee or the investigator.
- E. Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise,

reward, threat, or action shall be made as an inducement to answering any question.

- G. No mechanical device, including, but not limited to polygraph, psychological stress evaluator, et al, shall be forced onto an accused, nor shall disciplinary action be taken against an accused who refuses to submit to such testing.
- H. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the employee under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
- I. Nothing contained in this Article shall constitute a waiver of employee rights granted under Florida Statute 112.82.

Article 17 – Grievance and Arbitration Procedure

Section 1: *Definitions*

- A. GRIEVANCE - A grievance, within the meaning of this procedure, is defined as a dispute or difference of opinion between the parties concerning the meaning, interpretation, application or alleged violation by the District of this Agreement.
- B. TIME LIMITS - The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days specified in each section, subsection, and sentence of this Article shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement as evidenced by a waiver, in writing, signed by the District Labor Relations Officer or designee and a Union official; otherwise, the grievance shall be regarded as withdrawn and considered as settled on the basis of the District's answer, in writing, at the last step of the grievance procedure by the Union.

Section 2: *Grievance and Arbitration Procedure*

- A. STEP ONE (1) – An employee, believing that they have suffered a grievance shall discuss the matter with the Commander, Assistant Chief or Deputy Chief, whomever initiated and authorized the basis for the grievance, within twenty (20) business days (as defined in Article 17, section 3C) of the grievant's knowledge of the incident or from when the grievant should have reasonably known of the incident. The employee may choose whether to discuss the matter with or without the assistance of their Union representative. In the event that an initial resolution is reached without Union representation, the Union shall be informed of the issue and resolution. Any resolution made at Step One of the grievance procedure shall be made without precedent or prejudice to either party and shall not be utilized in any fashion as interpretation of the Collective Bargaining Agreement. Should the Union believe that the resolution does not conform to this Agreement; the Union may file a written grievance at the appropriate step.
- B. STEP TWO (2) – If the grievance has not been satisfactorily resolved at Step One, the aggrieved employee or the Union may, within five (5) business days following the answer at Step One, present a written grievance to the Fire Chief.

In the event of a grievance filed at Step Two by an employee without Union involvement, the Fire Chief shall forward the grievance to the Union office. The Union may, within five (5) business days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Fire Chief.

The Fire Chief, or their designee, shall obtain the facts concerning the alleged grievance and shall, within five (5) business days of receipt of the grievance from Step One or within five (5) business days of the receipt of the amended grievance, conduct a meeting with the aggrieved employee and the Union representative.

The Fire Chief, or their designee, will notify the employee and the Union of this decision, in writing, within five (5) business days after the grievance was received and/or following the meeting date, whichever date is later.

- C. STEP THREE (3) - If the grievance is not satisfactorily resolved at Step Two, the aggrieved employee or the Union may, within five (5) business days following the answer at Step Two, present the written grievance to the District Labor Relations Officer.

In the event of a grievance filed at Step Three by an individual employee without Union involvement, the District Labor Relations Officer shall forward the grievance to the Union office. The Union may, within five (5) business days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Labor Relations Officer. The District Labor Relations Officer, or the District Labor Relations Officer's designee, shall obtain the facts concerning the alleged grievance and shall, within ten (10) business days of receipt of the grievance from Step Two or within five (5) business days of receipt of an amended grievance, conduct a meeting with the aggrieved employee and the Union Representative. The District Labor Relations Officer will notify the employee and the Union of this decision in writing within ten (10) business days after the grievance was received and/or following the meeting date, whichever date is later.

- D. STEP FOUR (4) - The Union, or the grievant if not represented by the Union, may within twenty (20) business days after receipt of the decision from Step Three, give to the District a written notice of its desire to submit the matter to arbitration.

1. The arbitrator shall be selected from a panel of arbitrators furnished by the Federal Mediation and Conciliation Service or the American Arbitration Association. The Rules of the Federal Mediation and Conciliation Service shall govern the selection of an arbitrator and the conduct of the arbitration hearing. However, upon mutual agreement, the parties may utilize the Expedited Labor Arbitration Rules of the American Arbitration Association.
2. Within ten (10) business days from the receipt of the notice to arbitrate provided by the Union to the District, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service or the American Arbitration Association, requesting a list of arbitrators. Either party may, in its sole discretion, reject the initial list provided to the parties and request a second list. Within ten (10) business days after receipt of the list of arbitrators, the parties shall strike names. The Union and the District will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The District and the Union will alternate in the right to first strike names in successive arbitrations.
3. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties to consider the subject matter of the dispute. The decision of the arbitrator will be served upon the aggrieved employee, the Union and the District, in writing. It will be the obligation of the

arbitrator to the District and the Union to make every effort to rule on the case(s) heard by the arbitrator within thirty (30) calendar days of the hearing.

4. The power and authority of the arbitrator shall be limited to the application and interpretation of the terms of the Agreement as herein set forth. The arbitrator shall not have the power or authority to add to, subtract from or modify any of the terms or conditions or to limit or impair any right that is reserved to the District, the Union, or the employee(s), or to establish or change any rate of pay which has been set by this Agreement.
5. The decision of the arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved.
6. Each party shall make arrangements for the witnesses called by its side for the arbitration. The District will cooperate reasonably in releasing employees to testify; however, the parties recognize that employees may also have to utilize Shift Exchange for availability to testify.
7. The expense of the arbitration shall be borne equally by the parties. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. Where the Union is not a party and does not represent the aggrieved employee in an arbitration proceeding, the employee will bear one half of the cost of the compensation and expenses of the arbitrator. In these instances, the District may require the grievant to make an appropriate deposit by cash, money order, or certified check to be held by the District in escrow toward payment of the arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing. This deposit must be made at least ten (10) days prior to the date of the scheduled arbitration hearing.

Section 3: *Rules of Grievance Processing*

- A. Each successive step in this procedure must be followed in order. In the case of suspension or discharge or a grievance involving District policy, the grievance shall be filed at Step Three.
- B. Each party shall make arrangements for the witnesses called by its side at each step in the procedure. The District will release on-duty employees with no loss of pay for attendance at Step Two and Step Three grievance meetings, provided that said requests are reasonable.
- C. All days listed in this Grievance Procedure are business days, defined as Monday thru Friday, with District designated holidays and weekends excluded.

Copies of the grievance responses at each step will be forwarded to the District's Human Resources (HR) Department and the Union office by the responding party.

Article 18 - Uniforms, Equipment and Personal Appearance

Section 1: *Work Uniforms, Protective Clothing and Equipment*

The District will furnish, at its expense, the following work uniforms, protective clothing and equipment. When the employee requests and it is determined by the District to be necessary, the District will replace uniforms, clothing, and equipment that have become unserviceable or obsolete. Such replacement shall be made within a reasonable period of time. Unserviceable clothing and equipment will be turned into the District and will not be reissued. Employees assigned to one classification but working in another will not be issued duplicate equipment.

All personnel shall be issued identification cards and uniform patches for their appropriate certifications.

Female specific uniform items will be made available upon request.

Uniform allotment shall be in accordance with Table 18-1 below, which shall be provided until the District switches to a point-based uniform distribution system.

Table 18-1: Uniform Allotment	24-Hour Shift Personnel	40-Hour Personnel
Polo Shirts ^B	5	5
Class B Short Sleeve Shirts	2	2
Class B Long Sleeve Shirts	2	2
Dress Pants (For use with Class B)	2	2
Work Trousers ^B	5	5
T-shirts ^A	7	7
Work Shoes ^{B, C}	1	1
Black Belt ^B	1	1
Three-in-One Jacket	1	1
Job Shirt	1	1
Baseball Cap ^A	1	1
Gym Shorts ^A	3	2

^A - Issued once per fiscal year, as requested by the employee

^B - Provided as needed

^C - Must meet specs provided by the Fire Chief. \$250 reimbursement provided with receipt

Every effort will be made to keep a reserve stock of common uniform items on hand.

A. FIREFIGHTER PROTECTIVE SAFETY EQUIPMENT ISSUANCE AND GEAR

It is the District's intent to have two (2) sets of bunker gear issued to suppression personnel by the end of this Agreement.

Personnel required to have and maintain, as a condition of employment, Florida Firefighter Minimum Standard, as defined in F.S. 633, shall be issued the following safety equipment and safety gear:

- 1 protective "bunker" coat
- 1 pair work gloves
- 1 pair of knee boots
- 1 protective helmet with face shield
- 1 fit tested SCBA face piece and storage bag
- 1 pair "bunker" pants
- 1 pair of suspenders
- 1 Nomex hood
- 1 pair of extrication gloves
- Wildland firefighter gear

B. PROTECTIVE EQUIPMENT

The District will provide the appropriate safety glasses, respirators/masks and hearing protection for personnel. The District will determine whether PPE items are disposable or non-disposable. It is the District's intent to have two (2) sets of bunker gear (bunker coat and bunker pant) issued to all suppression personnel by the end of this Agreement.

C. CLASS A UNIFORMS

All personnel covered by this Agreement will be issued a full Class A Uniform. The District will provide all tailoring for Class A uniform jackets and pants/skirts.

Section 2: *Laundry and Cleaning of Clothing provided by the District*

The cleaning or laundering of the work uniforms (workpants, work-shirts, polo-style shirts and other apparel listed in Section 1A) shall be the responsibility of the employee. If a uniform becomes contaminated, the employee will utilize on-site decontamination with extractor/washer units or refer to the Logistics Officer or their designee for further mitigation. The District is responsible for supplying all items

listed in Section 1A. The District shall supply each employee the equivalent of \$5.00 per pay equaling \$260.00 annually.

Section 3: *Penalty for Lost Clothing or Misuse of Clothing*

Each employee will be required to sign an authorization allowing the District to deduct from wages the amount of money necessary to replace, (except for normal use), the employee's District-furnished clothing, safety devices, and/or equipment in the event the clothing, safety devices, and/or equipment is not returned when required, or is defaced or is willfully damaged. An employee who willfully defaces, destroys or misuses District-furnished clothing, safety devices, and/or equipment is subject to disciplinary action, including dismissal. The employee will not be held responsible for the protective clothing or equipment stolen from areas over which the employee has no control. Uniforms damaged or contaminated in the line of duty or that have been damaged due to normal wear and tear shall be replaced by the District.

Section 4: *Personal Appearance Rules Set Forth in Writing*

It is recognized that the District may make and enforce rules relating to personal appearance. Such rules may be in writing.

Tattoos located on the face, head, neck or hands shall be prohibited. Visible tattoos elsewhere on the body shall be permitted, however, they shall not contain offensive language, symbols, or nudity.

Section 5: *Furnished Clothing, Safety Devices and/or Equipment Not to Be Worn Off-Duty*

District-furnished protective clothing, safety devices, and/or equipment shall remain on the premises at all times except with the permission of the employee's Commander or during travel to and from work.

Section 6: *Payment for Lost or Damaged Personal Property*

The District agrees to reimburse the full cost for prescription eye glasses not to exceed Four hundred and fifty Dollars (\$450), and up to One hundred and fifty Dollars (\$150) for wrist watches, damaged or lost in the line of duty. The Employee must provide adequate proof of such damage or loss, the circumstances of the event, and proof of the original purchase price to the Deputy Chief or their designee.

Article 19 – Safety and Health

Section 1: *District Responsibility*

The District will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The District agrees that it will furnish and maintain sanitary toilet facilities, washrooms, lockers and changing and sleeping quarters for all employees working twenty-four (24) hour shifts covered by this Agreement.

The District shall be in compliance with State and Federal guidelines concerning blood-borne pathogens. It is the responsibility of the District to provide and maintain safe working conditions, tools, equipment, and work methods for its personnel. No members of the Union shall be disciplined in any manner for initiating a complaint and/or grievance regarding safety and/or environmental conditions of their assigned station.

Section 2: *Employee Responsibility*

All employees shall obey the District's safety and health rules.

Section 3: *Health, Fitness and Wellness*

A Wellness Program shall be established and is optional for all employees of the Fire Department, but it is highly encouraged that all employees participate in the Wellness Program.

B Unit members shall be eligible for appointment to the Wellness Committee, and to be selected as the Program Coordinator by the Union President (without receiving additional incentive) if the employee holds a Certified Personal Trainer (CPT) Certification in the Department's selected CPT program.

Section 4: *Medical Surveillance Examinations*

- A. Each special risk suppression-certified employee will be required to undergo and pass an annual medical surveillance physical examination, as per the 2013 edition of the NFPA 1582 *Standard on Comprehensive Occupational Medical Program for Fire Departments*, conducted by a licensed physician designated and paid for by the District and scheduled on duty time. EMS Captains will be required to undergo an annual medical surveillance examinations consisting of the medical components/portion of NFPA 1582 only.
- B. All special-risk classified employees are required to have completed the Department annual physical in each calendar year. Employees who are required to be suppression certified who do not complete their annual physical by the end of the calendar year will be placed on unpaid leave and subject to the disciplinary process. All other suppression-certified employees may lose their suppression special-risk classification should they miss or fail the NFPA 1582 exam. Employees who miss the opportunities offered by the District to attend an annual physical

appointment shall be responsible to “make up” the appointment on their own time, while off duty, and will not be paid for time spent attending the physical. Exceptions will be made for personnel out on approved leave (leaves of absence, vacation, ADO).

- C. All non-special risk employees will be offered a basic annual physical examination by the District’s medical services provider as requested by the employee. It will not be an NFPA 1582 physical examination.
- D. The annual medical surveillance examination shall also include:
 - 1. Chest X-ray (every five (5) years until the age of 40, every two (2) years at the age of 40 through the age of 50 and every year over the age of 50 unless required more frequently by the District's Medical Services provider or as per the 2013 edition of the NFPA 1582 standard or based upon objective medical evidence or upon request of the employee).
 - 2. Stress EKGs with or without echocardiography or radionuclide scanning may be performed as a part of the yearly physical at the District's expense and where it is determined appropriate as determined by the District's Medical Services provider or as provided by the 2013 edition of the NFPA 1582 standard.
 - 3. At times scheduled by the District, on-site medical surveillance examination will be conducted by Life-Scan, Site-Med, or any similar provider selected by the District. Management will schedule employees for the examination. On-duty employees who are examined on-site will not be compensated: off duty employees who are examined on-site will be compensated in accordance with the block pay schedule.
 - 4. Stress EKG will be provided every two (2) years to personnel over the age of forty (40). NOTE: If requested by the examining physician or the District's Medical Services provider, a Stress EKG will be performed regardless of the employee's age.

The primary purpose of this program is to identify and inform personnel of possible occupational health risks. Employees will normally be notified within thirty (30) days of any abnormal finding requiring medical follow-up. All follow-up medical appointments will normally be made during on-duty time if possible.

Upon request, personnel may obtain a copy of their medical records from the medical facility.

Upon any exposure (as defined by OSHA and/or current NFPA standard or guideline) a medical evaluation will be provided, including follow up and treatment.

If the District's Medical Services provider determines that an employee is unable to successfully complete and/or pass the aerobic capacity test, the District will make every effort to provide a limited duty position or another open position for

which the employee may be qualified to the employee for a period of not less than six (6) weeks following the unsuccessful aerobic capacity test. The District is not required to create a limited duty position, nor is the employee permitted to reject an offer of a limited duty or alternate duty position for which they are qualified. If the District is able to provide the employee with such a position, the District will allow the employee two (2) hours of time each workday they are in the limited duty or alternate duty position to exercise consistent with an established exercise and fitness regimen.

The employee will be required to re-take the aerobic capacity test six (6) weeks following the unsuccessful aerobic capacity test. If the employee successfully completes the aerobic capacity test, the employee will be returned to the employee's regular job duties. If the employee does not successfully complete the aerobic capacity test, the employee will be granted a medical leave of absence beginning the business day following the unsuccessful aerobic capacity test, not to exceed a period of one (1) year, in accordance with Article 20, Sections 5 and 6.

The employee will be permitted to re-take the aerobic capacity test no earlier than twelve (12) weeks following the unsuccessful re-test.

E. In addition to the above, employees on the S.O.A.R. Team will undergo the following procedures except as otherwise noted:

1. Blood Tests to include: Glucose, BUN (Urea Nitrogen), Creatine, BUN Creatine Ratio, Uric Acid, Calcium, Phosphorus, Cholesterol, Triglycerides, Total Bilirubin, LDH, Alkaline Phosphates, SGOT, SGPT, Protein, Albumin, Globulin, A/G Ratio, Sodium, Potassium, Chloride, CO₂, Anion Gap, *All Metals, *Cholinesterase, *Hydrocarbons.

These items designated by an asterisk (*) are only required to be tested every two (2) years and will be included in last test prior to leaving the S.O.A.R. Team whether by request, status change, or retirement.

Section 5: Safety Committee

The purpose of the Safety Committee shall be to review and analyze work-related safety concerns, accidents, deaths, injuries, and illnesses. The Committee may submit recommendations to the Fire Chief pertaining to equipment and unsafe or hazardous working conditions. The Fire Chief may act upon the Committee's recommendations or may review, consider, investigate, or implement changes to policies and/or procedures as appropriate.

Representatives of the District and Union will cooperate in the enforcement of all rules and practices to further safe and sanitary working conditions. Three (3) representatives from the District and three (3) from the Union shall form a Safety Committee to further this purpose. Such Committee shall meet on a quarterly basis provided agenda items are available to discuss. Agenda items may include such issues as specifications for protective clothing, equipment, and apparatus; review

of work related accidents or alleged hazardous conditions. Any two (2) members of the Committee may request a meeting with fourteen (14) calendar days' notice. The request must be submitted in writing to the Fire Chief setting forth the need for the meeting and items to be discussed.

The District may hold safety meetings with required attendance by every employee covered by this Agreement, on work time, as a means of improving safety and educating employees in safe practices. A Union representative may attend such meetings.

Section 6: *Safety Clothing and Equipment*

When the District shall, for safety purposes, require the use of protective clothing, shoes, safety devices, and/or equipment, they will be furnished without cost to the employees.

Section 7: *Standards*

The District will purchase and provide equipment, protective clothing, and devices that meet or exceed recognized safety standards (which may include, but not be limited to, the State of Florida Workers' Compensation Rules, NFPA Safety Standards, Federal Standards, U.L., U.S.B. of Mines, OSHA, NIOSH) for the tasks to be performed and will continue to evaluate the performance and reliability of new equipment as it becomes available.

Section 8: *Physical Examinations*

Applicants for employment with the District may be required to undertake a post-offer, conditional-employment medical examination. Examinations will be conducted by a licensed physician designated and paid for by the District.

An employee may be required by the District to submit to a medical examination, based upon objective and reasonable facts and observations, in the following situations:

- A. When the District needs to determine whether an employee is able to perform the essential functions of a position with or without accommodation and/or whether the employee can perform the essential functions of a position, with or without reasonable accommodation, without directly threatening his health or safety or that of others.
- B. When the District concludes that it must determine whether reasonable accommodation is required or where an employee has requested accommodation, including the nature and extent of such accommodation.
- C. When the District concludes it must acquire medical advice to determine whether a local, state, or federal health or safety standard can be satisfied.

- D. When the District is obligated by law to assess, monitor, and/or maintain a record of an employee's health status.

The District reserves the right to require an employee to undergo a medical examination by a licensed physician designated by the District at the District's request. If the employee disagrees with the medical opinion of the District-designated physician, the employee may select, at the employee's expense, a physician to conduct the District-required medical examination. The results of that examination must be submitted to the District-designated physician for concurrence. In the event the two (2) physicians cannot agree, the District and the employee shall select a third physician whose decision shall be binding upon the parties. The cost of the third physician shall be paid jointly by the District and the employee.

Employees whom the District determines are not able to perform the essential functions of a position, with or without accommodation, or who pose a direct threat that cannot be reasonably accommodated will be considered for reassignment to vacant positions. The District shall not be required to create "light duty" positions for permanently disabled employees. In those instances where reassignment or other reasonable accommodation is not available, the employee shall be granted a medical leave, not to exceed a period of one (1) year, in accordance with Article 20, Sections 5 and 6. Employees returning to their jobs from medical leave under this section shall not have their seniority interrupted.

Section 9: *Employee Rights*

An employee's rights to disability, worker's compensation, or other benefits are not affected by the provisions of this Article. All worker's compensation claims and disputes shall be handled under Chapter 440, Florida Statutes, and are not subject to the grievance and arbitration process set forth in Article 17.

Section 10: *Employee Immunizations*

The District shall offer immunizations as recommended by the District Medical Provider.

Article 20 – Leaves of Absence

Section 1: *Family and Medical Leave Act*

The District and the Union acknowledge that the provisions of the Family and Medical Leave Act apply to employees working under this Agreement. Thus, nothing in this Agreement shall be construed as being inconsistent with the requirements of the Act.

Section 2: *Personal Leave of Absence*

An employee's request for a personal leave of absence not to exceed thirty (30) days will be granted, without pay, for good cause, if the employee's services can reasonably be spared. All leaves of absence will be granted in writing. No leave of absence will be extended beyond thirty (30) days, nor more than one (1) unpaid leave granted in any twelve-month period, except for compelling reason. In the event that a personal leave exceeds sixty (60) days, continuation of the employee's health care coverage will be subject to COBRA. Continuous service will be accrued for all benefits which are based on length of service.

Section 3: *Leave for Union Business*

One (1) employee during the term of this Agreement will be allowed a reasonable period of leave without pay not to exceed four (4) years, if elected, to hold a full-time office with the International Association of Firefighters or the Florida Professional Firefighters or who is elected and actively serving at the state or federal level as a member of the legislature or congress.

Section 4: *Military Service Leave*

Military Service leaves will be granted in compliance with Federal and State legislation.

Section 5: *Medical Leave*

- A. An employee who is unable to perform the essential functions of their regular duty/permanently assigned position, with or without accommodation, due to a health condition shall be eligible for up to twelve (12) months of medical leave under the following conditions:
 - 1. All reasonable attempts will be made to hold a virtual, telephonic, or in-person meeting between the employee and a member of Human Resources or its designee once an employee reaches ninety (90) days in a 12-month period of consecutive or intermittent assignment by use of: (1) temporary modified duty, (2) a Medical Leave from the employee's regular duty/permanently assigned position, or (3) a combination of both. The purpose of this meeting will be to review the workers comp process, and to provide any assistance in facilitating the employee's recovery and return to work process. These meetings will occur at every 90-day interval. Due to the employee's HIPAA rights and possible

disclosure of personal health information, only the employee can allow an elected, and actively serving, member of Union leadership to attend the initial and subsequent ninety (90) day meetings. No other members of the District staff or union will participate in the meetings without approval from both the employee and a member of Human Resources

2. Prior to 180 days of medical leave, the employee must have a follow-up appointment with the District appointed medical care provider, and that provider certifies that the employee should be reasonably expected to return to full duty with no restrictions within the following six (6) months.
 3. Prior to 270 days of medical leave, the employee must have a follow-up appointment with the District appointed medical care provider, and that provider certifies that the employee should be reasonably expected to return to full duty with no restrictions within the next three (3) months.
 4. If the District's medical care provider is unable to provide certification of the employee's expectation to return to full duty at either the six (6) or nine (9) month follow up, the employee is entitled to seek a second opinion at a provider of their choosing, at their own expense. Should the District's medical care provider, and the medical provider giving the 2nd opinion contradict each other, the District shall provide a 3rd provider at the District's expense, and the employee will be subject to the final ruling of said provider.
 5. Should an employee become medically separated after the six (6), nine (9), or twelve (12) month timelines, and then subsequently be returned to a full duty status, and the District conducts a hiring process within the following 24 months from time of separation, the separated employee is entitled to reapply for the position, and should they pass all of the hiring requirements, shall be placed at the top of the list to hire. The employee rehired will regain the years of seniority prior to being medically separated; however, any time that passes while separated shall not be applied for the purpose of seniority. Employees who have an active suspension or last change agreement in force at the time of separation will not be eligible for placement at the top of the list in the rehire process.
- B. An employee requesting a medical leave of absence must provide a written statement from the treating physician documenting the reason for the leave, the beginning date, and the estimated duration of the medical leave. Failure to comply with this provision may jeopardize the employee's eligibility for a medical leave of absence.
- C. An employee who is granted a medical leave of absence shall retain and accumulate seniority during such leave. If eligible, an employee may request payment of earned sick leave and vacation benefits. Unpaid leave shall not extend beyond thirty (30) days when paid time off benefits are available.

- D. An employee who fails to return from medical leave of absence, or to seek a release to return to work from the medical leave of absence, will be considered to have voluntarily terminated.
- E. Medical leave will run concurrently with all other available and applicable leave for which the employee is eligible, including FMLA leave. Accordingly, if FMLA leave is taken for a reason, that medical leave will also apply or be granted. The medical leave will run concurrently with the FMLA leave regardless of whether the leave has been designated separately from FMLA leave as "Medical Leave."
- F. Employees eligible for medical leave may be offered or provided temporary modified duty assignments in accordance with the employee's work restrictions. Availability, assignment, work hours, length of assignment, and all other conditions of temporary modified duty assignments will be determined at the sole discretion of the District and based on operational needs of the District. The District is in no way obligated to provide temporary modified duty assignments and may end temporary modified duty assignments at its sole discretion. Employees with occupational injuries will receive priority for temporary modified duty assignments. If the District provides an employee with temporary modified duty at the employee's request, and in accordance with the employee's restrictions, the employee must report for an assignment when the District makes an assignment available. Any time spent by an employee working a light duty or temporary modified duty assignment due to a health condition that prevents the employee from performing any or all of the essential functions of the employee's regular duty/permanently assigned position, with or without a reasonable accommodation, will be designated and tracked as medical leave under this Article. The Fire Department and/or Human Resources may review temporary modified duty assignments at its discretion. In no event may temporary modified duty assignments extend beyond twenty four (24) weeks without review.

Section 6: *Non-Occupational Medical Leave Exceeding One (1) Year*

Those employees whose accumulated time on non-occupational medical leave of absence totaling up to one (1) year as outlined in Section 5 above, will have their employment with the District terminated. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- A. When an employee returns from medical leave and works less than twenty-six (26) consecutive working weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one (1) year cut-off described above.
- B. When an employee returns from medical leave and works for a minimum of twenty-six (26) consecutive working weeks, the employee will begin a new one (1) year period.
- C. When an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one (1) year period.

Section 7: *Occupational Medical Leaves Exceeding One (1) Year*

Those employees whose accumulated time on occupational medical leave of absence totaling one (1) year as outlined in Section 5 above, will have their employment with the District terminated. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- A. If an employee returns from medical leave and works less than twelve (12) consecutive working weeks and is subsequently returned to medical leave, the employees will continue to accrue time towards the one year cut-off described above.
- B. When an employee returns from medical leave and works for a minimum of twelve (12) consecutive working weeks, the employee will begin a new one (1) year period.
- C. When an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one (1) year period.
- D. The District shall make a reasonable effort to provide limited duty work assignments to employees on occupational medical leave.

Article 21 – Boards of Inquiry

Section 1: *Investigation of Hazardous Line-of-Duty Illness or Injury*

Upon any illness or disability to a member of the Department arising out of, or occurring under hazardous circumstances in the line-of-duty, a Board of Inquiry, consisting of the Fire Chief, the Union President, or their designees, and the District's Medical Services representative shall be convened, as soon as possible, to investigate such illness or disability.

The Board of Inquiry will conduct such investigations as it deems necessary and appropriate and may determine that such illness or disability shall be exempt from and not considered as ordinary sick leave, but shall, in such event, be considered and classified as hazardous line-of-duty illness or disability.

Section 2: *Determination of Hazardous Line-of-Duty Illness or Disability Pay*

Upon such determination by the Board of Inquiry, the employee shall be entitled to receive full salary for the duration of such disability; or until examined by a qualified physician and given a certificate that such disability is ended; or upon the expiration of one hundred eighty (180) days, whichever is the lesser period. Upon certification of a qualified physician, a recommendation of the Board of Inquiry, and approval of the District Administrator, the period of hazardous line-off-duty disability may be extended. The Board of Inquiry, in determining the classification of hazardous line-of-duty illness or disability, shall take into consideration the unusual, unexpected, hazardous, and peculiar circumstances of the employee seeking such classification and may make such investigations and hold such hearings as they may consider necessary for fair determination of the matter. The affected employee may request union representation at such hearings. The determination of the employee's classification shall be at the sole discretion of the Board of Inquiry and not an established right of any employee.

Section 3: *Failure to Report from Medical Leave*

An employee who fails to return from medical leave of absence or to seek a release to return to work from the medical leave of absence will be considered to have voluntarily terminated.

Section 4: *Contracted Disease*

Any employee who contracts a communicable disease recognized by, and meets the eligibility requirements within Florida Statute Chapter 112.18, PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISION, resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line-of-duty unless the contrary be shown by competent evidence.

Article 22 – Vacancies and Promotions

Section 1: *Filling of Vacancies*

When it is determined by the District that an opening exists in any job classification covered by this Agreement, notices shall be sent electronically stating the job title, job description, job duties, and job prerequisites. Employees shall submit a letter of intent to become a candidate for promotion, which shall include verification of how or when the listed requirements for the position have been met. All candidates must meet or have obtained all qualifications by the closing date of the job posting. The District shall determine the eligibility of all candidates. Qualified employees of the District's Fire Department will be given preference.

Section 2: *Promotional Requirements*

All positions covered by this Agreement are required to have (and maintain) a current and valid Florida Driver's license and are required to have a two (2) year college degree in Fire Science, Emergency Medical Services, or related fields from an accredited college or university.

Education reimbursement for qualifications and/or certifications required for positions covered by this article shall be at 75% in accordance with Article 23, Educational Reimbursement. Where a qualification or certification is required to be obtained after promotion, it shall be paid by the District.

Candidates must meet the following additional requirements in order to participate in a position assessment:

A. Captain - Communications

Experience Requirements

Internal Candidates: Hiring preference shall be given to internal candidates with five (5) years with the District's Fire Department 9-1-1 communications center.

External Candidates: External candidates must have seven (7) years experience within the most recent ten (10) years assigned to a law enforcement, fire department, or EMS agency communications center.

Qualifications/Certifications

Internal and external candidates must meet or hold the following qualifications and certifications:

1. Must have and maintain a Florida 9-1-1 Public Safety Telecommunicator (PSTC) certification.
2. Must have and maintain IAED Fire and Medical Certification.
3. Have and maintain APCO Certified Training Officer certification.

4. Have and maintain APCO Communication Center Supervisor certification within one year of promotion or hire date.
5. Must obtain and maintain the IAED Quality Control Certification for both EMD and EFD within one year of promotion or hire date.

B. Captain EMS - Team

Experience Requirements

Internal Candidates: Candidates must have five (5) years experience with the District's Fire Department assigned to the operations division.

External Candidates: External candidates must have seven (7) years experience within the most recent ten (10) years providing emergency medical services.

Qualifications/Certifications

Internal and external candidates must meet or hold the following qualifications and certifications:

1. Must have and maintain a Florida Paramedic certification.
2. Must obtain and maintain Orange County Paramedic certification within 60 days of promotion or hire date.
3. ACLS and BLS Instructor Certification.

C. Captain - Fire Prevention

Experience Requirements

Internal Candidates: Candidates must have five (5) years fire prevention experience with the District's Fire Department.

External Candidates: External candidates must have seven (7) years experience within the most recent ten (10) years assigned to a fire department fire prevention division.

Qualifications/Certifications Internal and external candidates must meet or hold the following qualifications and certifications:

1. Must have and maintain a Florida Fire Safety Inspector I and Florida Fire Safety Inspector II certification.
2. Fire Investigation: Origin and Cause (FFP2610, BFST2610, or ATPC2610)
3. Arson Investigation (BFST407 or ATPC407)

4. Have and maintain NFPA or ICC certified fire plans examiner or NFPA Certified Fire Protection Specialist.

D. Battalion Chief - Training

Experience Requirements

Internal Candidates: Candidates must have five (5) years Operations suppression section experience with the District's Fire Department.

External Candidates: External candidates must have seven (7) years experience within the most recent ten (10) years assigned to a fire department operations suppression section in a command or officer role.

Qualifications/Certifications

Internal and external candidates must meet or hold the following qualifications and certifications:

1. Must have and maintain a Florida Paramedic certification
2. Must have and maintain Orange County Paramedic certification within 60 days of employment
3. Must have and maintain a State of Florida Firefighter II certification
4. Must have and maintain a Florida Fire Officer II certification
5. Must have and maintain Florida Fire Safety Inspector I
6. Must have and maintain a Florida Fire Service instructor I certification
7. Must have completed the Engineer Task Book (Internal Candidates Only)
8. Must have and maintain Instructor certification in PALS, ACLS, BLS, and Live Fire Training Instructor within one (1) year of promotion or hire date
9. Obtain and maintain a Blue Card IC certification within one (1) year of promotion or hire date

E. Battalion Chief 48 Hour

Experience Requirements

Internal Candidates: Candidates must have five (5) years experience in the Operations suppression section with the District's Fire Department.

External Candidates: External candidates must have seven (7) years experience within the most recent ten (10) years assigned to a fire department operations suppression section in a command or officer role.

Qualifications/Certifications

Internal and external candidates must meet or hold the following qualifications and certifications:

1. Must have and maintain a Florida Paramedic certification.
2. Must obtain and maintain Orange County Paramedic certification within 60 days of employment.
3. Must have and maintain a State of Florida Firefighter II certification.
4. Must have and maintain a Florida Fire Officer II Certification.
5. Must have and maintain a Florida Fire Safety Inspector I certification.
6. Obtain and maintain a Blue Card IC certification within 1 year of promotion or hire date.

Section 3: *Testing System*

Captain, Supervisor, Battalion Chief

An assessment will be conducted to measure the major skill and ability dimensions of the candidates for Captain, Supervisor, or Battalion Chief. The assessment shall consist of position/rank appropriate materials relating to the following components and weighting:

- In-basket exercise (10%)
- Written exam (20%)
- Tactical exercise appropriate for the position being considered (25%)
- An oral presentation (10%)
- A subordinate counseling/coaching session (10%)
- A panel interview (25%)

The reference materials used in the examination will be kept current, but may be amended no later than 30 days prior to the examination. All candidates will be placed in an interview process consisting of a five-person panel with one seated Battalion Chief or Captain and one Union Officer or designee appointed by the Union President. The candidate will need a minimum scoring of 75 in the overall assessment to be considered for a position or eligibility list. All candidates who meet the eligibility list requirements shall have an unweighted interview with the Fire Chief.

Section 4: Seniority and Educational Points for Internal Applicants

Internal applicants who have achieved a passing score on all portions of the promotional exam process and who are eligible for the promotional list will have points added to their final score as outlined below. Points must be declared by the candidate by the posting

closing date for the promotional process. The job posting shall state the method a candidate must use to declare and substantiate entitlement to those points. No more than 5 points total can be awarded.

A. Department seniority (at time of posting closing date)

1. Up to two (2) points will be added for the first seven years at the District's Fire Department for employees taking promotional exams. The points will be prorated on a basis of 0.0239 points per months of service. Points will be based upon the candidate's time they achieved the minimum required grade/rank for the specified minimum qualifications of the position they are applying for.

B. Rank, Certifications, and Degrees (as applicable – all must be current at time of posting closing and with the District's Fire Department only).

Suppression and Training Positions

1. Captain or Battalion Chief	3
2. Out of Class Engineer	.5
3. Out of Class Engineer	1
4. Engineer	1
5. Lieutenant	2
6. Preceptor	.5
7. Instructor	.5
8. Field Training Officer	1

911 Communications Positions

1. Communicator	.5
2. Communications Assistant Supervisor	1
3. Communications Training Officer	1
4. Emergency Number Professional (ENP)	1
5. APCO/NENA Tactical Dispatch, Radio Tech or FEMA TERT	1

Fire Preventions Positions

1. Certified Fire Protection Specialist	1
2. Fire Code Administrator	1
3. Inspector III	1

EMS Positions

1. Captain or Battalion Chief	3
2. Health and Safety Officer	1
3. Preceptor	.5
4. Instructor	.5
5. Field Training Officer	1
6. Bike Team Member	1

Section 5: Establishing the Candidate Eligibility List

Where the District determines that two (2) or more candidates are on the promotional eligibility list, the more qualified employee, in the opinion of the Fire Chief, will be selected.

In administering the Assessment Center, it is understood and agreed that any objection to the assignment of a particular Assessor to a particular group of candidates must be raised at least 15 days in advance of the Assessment Center. All requests from the Assessment Center will be considered final and binding.

Article 23 – Educational Reimbursement

Section 1: *Purpose*

The District will provide financial assistance to eligible employees who enroll in and successfully complete approved courses that are job related in accredited schools or colleges. The Educational Reimbursement Plan (“the Plan”) is designed to supplement an employee’s work experience with professional and technical education. It is not the intent of the District to reimburse employees for pursuing a degree or a preplanned college education that does not directly benefit the District.

Section 2: *Scope*

This Article applies to all salaried employees (exempt or non-exempt) covered by this Agreement.

Section 3: *Guidelines*

District Administration will be responsible for the administration of this policy. Only full-time employees covered by this Agreement who have completed six (6) months of continuous full-time service with the District are eligible to apply for reimbursement.

Employees who voluntarily terminate their employment with the District (or if employment with the District is terminated with good cause as defined in Florida law) within one year following the completion date of their course(s) may be required to refund the District the reimbursement they received for any course(s) taken within one year prior to termination.

A. *Courses*

1. Employees requesting approval for individual courses unrelated to a degree program must demonstrate that the courses are of an education or technical nature directly related to the employee’s present job duties or those to which they will be assigned in the immediate future.
2. Employees requesting approval for specific undergraduate degree programs must also demonstrate the relevance of the program to their current job duties and benefit to the District.
3. The District’s Human Resources (HR) Department will make final recommendations to the District Administrator related to educational reimbursement.

B. *Restrictions*

1. Participants are limited to a maximum of two (2) courses per term.

2. The course(s) must be taken through an accredited school, college, or university. However, certain private schools and special courses may qualify upon administrative review for eligibility.
3. Correspondence courses, workshops, conferences, and seminars are not covered under the Plan.
4. Courses may not be attended during the scheduled working hours.

C. Plan Coverage

1. Each employee is limited to \$5,000 of educational assistance per year.
2. Books may be reimbursed at 100% of the purchase price.
3. Materials and approved equipment costs (i.e. art supplies) directly related to the course and mandated by the instructor will be reimbursed up to One Hundred Dollars (\$100) per course.
4. All courses and related costs will be reviewed and approved on an individual basis by District management.
5. Eligible salaried employees may apply for the costs of tuition and books (not to exceed the amount established above).
6. In all cases, reimbursement is for job-related courses only, and the total cost of tuition and books will not exceed the amount established above.
7. If an employee is currently receiving reimbursement from any other source, such as the Veterans Administration or other scholarship assistance, reimbursement will be as follows:
 - a. The other source pays first and the remaining difference will be reimbursed in accordance with the above.
 - b. If an employee has an educational loan, reimbursement will in the form of co-payment to the employee and the lending institution.
8. Except as set forth in this Section, reimbursement will only be paid upon successful completion of the course(s) with a grade "C" or better for undergraduate courses and a grade "B" or better for graduate courses.

Employees must submit official qualifying transcription of grades along with receipts itemizing expenses for tuition, books, and related materials (these must be received by the District no later than three (3) weeks after employees receive their grades).

9. For eligible employees taking courses at the request of the District Administration, one hundred percent (100%) reimbursement for tuition (not to

exceed the amount established above) and books may be made in advance of course completion.

- a. Courses must also meet all of the criteria as described in "Courses."
 - b. A memo from the Fire Chief requesting one hundred percent (100%) payment in advance and stating that the applicant was requested to take the course must accompany the employee's completed application.
 - c. This memo should be forwarded to the District Administrator for signature. Only the District Administrator can authorize payment in advance.
 - d. Upon approval by Administration, payment in advance of course completion for District Administration-requested courses will be made within three weeks of receipt of a completed and approved Educational Reimbursement application.
 - e. Employees must also submit grades and receipts as outlined in "Plan Coverage."
 - f. Employees who fail to provide evidence of satisfactory completion and proper receipts following the completion of the course(s) will be required to refund to the District payment they received.
10. Fees such as applications, registrations, student union, student service, deferment, transportation and parking, etc. are not covered by the Plan.
11. The Plan is not retroactive. The District will not reimburse employees for courses taken prior to employment by the District, or for classes taken prior to the submission and approval of an Educational Reimbursement application.

D. Application

1. Employees must first complete the Educational reimbursement application in full prior to beginning classes.
2. In extremely limited situations, approval may be requested shortly after the start of classes if the employee satisfies the District that approval could not have been requested in advance.
3. Incomplete applications will be returned to employees for completion.
4. Employees must obtain the approval of their chain-of-command prior to submitting a request for consideration by the Human Resources Department. Once the Fire Department's approval has been obtained, the Fire Chief will forward requests to Human Resources for consideration.
5. Human Resources will approve or disapprove the request. Human Resources will notify the Department, in writing, if there are concerns regarding the employee's request for reimbursement.

6. For District Administration-requested courses, one hundred percent (100%) reimbursement may be made in advance of course completion.
7. A memo from the Fire Chief requesting one hundred percent (100%) payment in advance and stating that the applicant was requested to take the course(s) must accompany the employee's completed application with the District Administrator approval to the Human Resources Department.
8. If a student loan was incurred in connection with the course(s), the applicant must indicate "Yes" as to educational reimbursement from other sources on the application and indicate the name of the lending institution.

Article 24 – Holidays

Section 1: *Eligibility*

Newly hired employees are eligible for holiday pay after working thirty (30) days of continuous service providing they work their regularly-scheduled shifts prior to and immediately following such holiday. If the employee's failure to work the regularly-scheduled shift immediately before or following the holiday was due to personal illness, injury or death in the immediate family and the employee satisfies the District in this respect, that employee shall be eligible to receive holiday pay.

Section 2: *Holidays Observed*

Eligible employees will receive eight (8) paid holidays. Employees will receive the following core holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

40-Hour/8-Hour Day Employees shall receive 36 hours of personal holidays on January 1 of each year.

40-Hour/10-Hour Day Employees shall receive 44 hours of personal holidays on January 1 of each year.

48-Hour Employees shall receive 108 hours of personal holidays on January 1 of each year.

Personal holidays are to be scheduled at a time mutually agreed upon between the employee and the District. Personal holidays are not cumulative and will be deemed lost if not taken prior to December 31st.

Employees hired after January 1 will be credited with personal holiday hours for that year based on the following formula:

1. 40-Hour/8-Hour Day Employees

<u>Hire date</u>	<u>Number of Hours</u>
a. January - March	36 Hours
b. April - July	24 Hours
c. August – December	16 Hours

2. 40-Hour/10-Hour Day Employees

<u>Hire date</u>	<u>Number of Hours</u>
d. January - March	44 Hours
e. April - July	30 Hours
f. August – December	20 Hours

3. 48-Hour Employees

<u>Hire date</u>	<u>Number of Hours</u>
g. January - March	108 Hours
h. April - July	72 Hours
i. August – December	48 Hours

Section 3: *Holiday Pay and Holiday Pay When Worked*

A. 40-Hour/8-Hour Day Salaried/Non-exempt Employees

1. Employees who do not work on the recognized holiday shall receive eight (8) hours of holiday pay at the normal straight-time rate.
2. Employees who work on the recognized holiday shall receive an alternate day off.

B. 40-Hour/10-Hour Day Salaried/Non-exempt Employees

1. Employees who do not work on the recognized holiday shall receive ten (10) hours of holiday pay at the normal straight-time rate.
2. Employees who work on the recognized holiday shall receive twenty (20) hours of holiday pay at the normal straight-time rate plus regular pay for hours worked at their normal straight-time rate.

C. 40-Hour Salaried/8-Hour Day/Exempt Employees

1. Employees who are not required to work on a recognized holiday will receive the portion of their weekly salary that applies to the holiday, i.e. eight (8) hours.
2. Employees who work on a recognized holiday shall receive an alternate day off.

D. 40-Hour Salaried/10-Hour Day/Exempt Employees

1. Employees who do not work on the recognized holiday shall receive the portion of their weekly salary that applies to the holiday, i.e. ten (10) hours.
2. Employees who work on the recognized holiday shall receive two times (2.0) of the portion of their weekly salary that applies to the holiday, i.e. 20 hours.

E. 24-Hour Salaried Exempt Employees

1. Employees who do not work on the recognized holiday shall receive the portion of their weekly salary equal to two thirds of the 24-hour shift, i.e. 16 hours.
2. Employees who work on the recognized holiday shall receive the portion of their weekly salary equal to one 24-hour shift, i.e. 24 hours.

Section 4: *Holiday Pay Considered Time Worked for Computing Overtime for Salaried Non-Exempt Employees*

Pay for a holiday not worked shall be considered as time worked for purposes of computing overtime, unless the holiday falls on one of the employee's regularly scheduled days off or when a holiday falls during a vacation period.

Section 5: *Holiday Pay for Holiday during Vacation*

Should a holiday fall during the period of an employee's vacation, the employee shall be paid pursuant to Section 3 above.

Section 6: *No Holiday Pay for Schedule Holidays Not Worked*

An employee who is scheduled to work on a recognized holiday and does not work shall not be entitled to holiday pay. If the employee's absence from work was due to personal injury or illness, the employee may apply for sick leave, if eligible, but is not entitled to holiday pay.

Section 7: *Holiday Pay during Leave of Absence*

Employees on an authorized leave of absence in excess of five (5) days are not eligible for holiday benefits.

Section 8: *Holiday Pay for Holidays Falling on Weekend Day*

For employees who work a normal Monday through Friday day schedule, recognized holidays will be observed on the day set by the District Administration. All other employees, including 24-hour Shift employees, will observe the holiday on the actual holiday itself.

Article 25 – Vacations

Section 1: Definitions

- A. **Calendar Year** – a consecutive period of time commencing on January 1st and ending on December 31st.
- B. **Anniversary Year** – a year commencing with an anniversary of continuous service.
- C. **Conditions**
 - 1. Employees shall receive a vacation based on the number of weeks worked during the calendar year. Newly promoted employees may request the use of their accrued vacation immediately upon acceptance of the promoted position.
 - 2. Regular employees may request the use of their accrued vacation after six (6) months of continuous service have elapsed from their date of hire.

Section 2: Vacation Accrual Formula – Two (2) Week Accrual Formula

- A. 40-HOUR PER WEEK EMPLOYEE
Vacation hours accrued – 80/yr. (1.5384616 hours/Week)
- B. 24-HOUR SHIFT EMPLOYEE
Vacation hours accrued – 120/yr. (2.307 hours/Week)

Section 3: Vacation Accrual Formula – Three (3) Week Accrual Formula

- Employees will begin accruing three (3) weeks of vacation on their fifth (5th) anniversary of continuous service with the District.
- A. 40-HOUR PER WEEK EMPLOYEE
Vacation hours accrued – 120/yr. (2.3076925 hours/Week)
 - B. 24-HOUR SHIFT EMPLOYEES
Vacation hours accrued – 168/yr. (3.230 hours/Week)

Section 4: Vacation Accrual Formula – Four (4) Week Accrual Formula

- Employees will begin accruing four (4) weeks of vacation on their fourteenth (14th) anniversary of continuous service with the District.
- A. 40-HOUR PER WEEK EMPLOYEE
Vacation hours accrued – 160/yr. (3.076925 hours/Week)

B. 24-HOUR SHIFT EMPLOYEE

Vacation hours accrued - 240/yr. (4.615 hours/week)

Section 5: *Vacations Not Cumulative*

Supervisory Unit employees will be allowed to accrue a maximum of two (2) years of the employee's entitlement of vacation time. Any employee reaching the maximum cap will immediately stop accruing vacation until the balance drops below the limit. Any vacation in excess of this amount not used by December 31 of each calendar year will be deemed lost without pay for the lost time.

Supervisory Unit employees with 20 years of service and hired before January 1, 2002 may continue to accrue vacation time up to a maximum of 500 hours plus one-year vacation accrual. Supervisory Unit employees hired after January 1, 2002 may continue to accrue vacation time to a maximum of 500 hours. A maximum of 500 hours of vacation may be carried over from year to year.

Section 6: *No Pay in Lieu of Time Off*

The District may not grant, nor the employee request, pay in lieu of time off for vacation.

Section 7: *Vacation Scheduling*

- A. Multiple requests for the same day will be awarded based upon promotional seniority.
- B. Typically, the District shall allow no more than one (1) twenty-four (24) hour Supervisory Unit employee per day to schedule vacation.

Section 8: *Pay Rate for Vacation*

Vacations will be paid at the employee's salary in effect at the time the vacation is taken.

Section 9: *Pay for Unused Vacation Hours at Termination of Employment*

All permanent employees who have been continuously on the payroll for six (6) months or longer and who terminate employment shall receive payment for all unused vacation hours up to 500 hours.

Those employees entering the FRS DROP have the option of electing to receive an early payout for all or part of the balance of accrued annual vacation, subject to their maximum vacation accrual cap at the time of entering the DROP or 500 hours, whichever is lower. This payment will be included in the employee's AFC calculation and the hours deducted from the employee's accrued vacation balance.

Employees making this election then will continue to accrue vacation utilizing the same accrual criteria as they had at the time of entering the DROP.

Upon termination, they may receive a second payout of their accrued annual vacation time. However, this payment is limited to an amount, when combined with any payment elected at the time of entering the DROP, which will not exceed the maximum vacation accrual cap at the time of termination or 500 hours, whichever is lower.

A secondary payout of vacation time, if any, will not be included in the employee's retirement benefit as the benefit is calculated at the time the employee entered the DROP.

Article 26 – Jury Duty Pay

Section 1: *Eligibility*

All permanent employees are eligible for jury duty pay.

Section 2: *Pay*

- A. 24 - Hour Shift Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed twenty-four (24) hours in any day and forty-eight (48) hours in any payroll week.
- B. 40 - Hour Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed ten (10) hours in any day and forty (40) hours in any payroll week.
- C. If an employee is released from jury duty and half or more hours remain on the employee's scheduled Shift, the employee is required to return to work that day, except when required by the court to report for jury duty prior to 1000 hours the day immediately following the employee's regularly scheduled shift. Employees will be dismissed from duty at least twelve hours prior to any jury duty.
- D. The District reserves the right to petition the court to excuse any eligible employee for jury service when such employee's services are needed by the District because qualified replacements are not available or the employee's absence would result in a hardship on the District.

Section 3: *Judicial Proceedings*

- A. The District recognizes the potential involvement of employees in court proceedings resulting from the normal course of their duties and will provide compensation at their normal rate of pay for on-duty time as required by subpoena. In addition, the District shall pay for mileage at the normally accepted District rate per mile from the employee's normally assigned Station to the site of the proceeding by the most direct District approved route. The District shall also reimburse the employee for tolls and parking.
- B. Involvement in the above proceedings will be paid appropriate block pay at the employee's normal rate of pay on a scheduled day off plus mileage from home to the site of the proceeding, by the most direct District approved route, at the normally accepted District rate per mile. The District shall also reimburse the employee for tolls and parking.
- C. In the event the employee was scheduled to work and does not work, the amount of mileage shall be paid as per Section 3A.

- D. Time involved in out-of-state cases will be compensated only if such cases involve and/or benefit taxpayers of the District.

Article 27 – Bereavement Leave Pay

Section 1: *Eligibility*

All employees are eligible for bereavement leave.

Section 2: *Time Off with Pay*

Employees bereaved by a death of a member of their immediate family will be granted time off with pay for time to travel to and from the funeral location and attendance at the funeral.

Section 3: *Definition of Immediate Family*

- A. The deceased must have been a member of the immediate family, and is defined as the employee's current spouse, children, mother, father, brother, sister, mother-in-law or father-in-law, grandparents, step-children, step-mother, step-father, grandchildren, son-in-law, daughter-in-law, nieces and nephews, or ward. The foregoing relatives of the employee's current spouse shall be considered as immediate family for the purpose of this Article.

Section 4: *Maximum Bereavement Leave*

- A. Twenty-four (24) Hour Shift Personnel: Bereavement leave will be paid on the basis of two (2) work shifts for each bereavement leave. A third work shift, if needed, will be granted by the Fire Chief, or the Fire Chief's Designee, for the employee to travel out of state to attend the funeral.
- B. Forty (40) Hour Personnel: Bereavement leave will be paid up to a maximum of forty (40) hours within a seven (7) day period per leave.
- C. Payment for Time Lost: Payment is available only for scheduled shifts which the individual misses due to travel time and attendance at the funeral. Bereavement leave benefits may not be accumulated, nor will any employee be paid in lieu of any unused bereavement leave.
- D. Payment will be based on the individual's current straight-time rate.

Article 28 – Sick Leave

Section 1: *Purpose*

The District recognizes the need to provide sick leave with compensation to all eligible full-time employees. Once an employee has completed the eligibility requirement, sick leave shall be made available for use and can be used for the employee's own illness or injury or for the illness or injury of a dependent for whose well-being the employee is responsible.

Section 2: *Eligibility for Sick Leave*

All full-time salaried (exempt and nonexempt) employees are immediately eligible for sick benefits (except as noted elsewhere in this Article).

A. CONDITIONS

1. On January 1 of each calendar year, each eligible salaried employee will receive twelve (12) sick days for use throughout the year.
2. These days shall be used for periodic illnesses or injuries, including waiting periods required to claim benefits under disability or workers' compensation insurance.
3. These hours are not cumulative and will not be carried into the next calendar year nor will unused sick leave be paid off at termination or retirement.
4. New employees will be provided pro-rata sick leave and disability banks based upon the number of weeks remaining in the year at the time of employment.

B. SALARY/EXEMPT (24-Hour Shift)

Employees holding the position of "Battalion Chief" will receive sick leave as follows:

1. At hire: 144 hours prorated based on hire date.
2. Jan 1 after hire: 144 hours per year.

Section 3: *Promotions/Demotions*

Hourly employees who are promoted to salaried positions will be immediately covered under the salaried provisions for sick leave.

1. Hourly employees who are promoted to salaried positions shall be paid for all unused sick leave that has been accrued from prior years and up to fifty (50) percent of the accrued sick leave earned from the beginning of the calendar year in which the promotion occurs.

2. In order to qualify for this payment, the employee must meet the eligibility requirements set forth in this policy.
3. Employees promoted from hourly status will be provided pro-rata sick leave and disability banks based upon the number of weeks remaining in the year at the time of promotion.
4. Salaried employees demoted or voluntarily returning to hourly positions will retain six (6) days of sick leave and will begin accruing sick leave over again at the hourly rate.

Section 4: *Termination/Retirement*

Bargaining Unit employees will not be paid for accumulated sick leave or disability sick leave upon termination or retirement.

Section 5: *Supplemental Sick Leave Bank*

During the term of this Agreement, the District shall maintain a supplemental sick leave bank for Bargaining Unit B employees who become disabled and are eligible for Short Term Disability (STD) coverage under the District's STD plan or Worker's Compensation indemnity benefits. The purpose of the supplemental sick leave bank is to attempt to maintain the employee's normal pay check. The amount of the supplemental sick leave benefits available to the employee is based upon the employee's status (40 or 48-Hour per week employee) and length of service with the District. The Union and the District acknowledge and agree that there is a one (1) week waiting period for the payment of supplemental sick leave and during this waiting period, the employee's regular sick leave must be used. Supplemental sick leave will not be available for leaves that exceed six weeks for employees with seniority less than ten (10) years and twelve (12) weeks for employees with seniority greater than ten (10) years. Supplemental sick leave shall not exceed six (6) or twelve (12) weeks, respectively, in any calendar year. Supplemental sick leave benefits do not accumulate and are not payable upon separation from employment.

Section 6: *Sick Leave Conversion to Personal Holidays (40-Hour Personnel)*

For 40-hour personnel only, on December 31st, those employees who have a sick leave balance of at least 10-days will be eligible for (2) two additional personal holidays effective January 1st of the following year. These additional personal holidays will follow the same usage rules as those outlined in Article 24.

Section 7: *Approved Medical Leave Sick Bank*

The District shall maintain a Sick Leave bank for each employee with the amount of hours equivalent to one calendar week to be utilized for payment of the employee's first calendar week of an approved occupational medical leave. This leave is intended to meet the employee's required waiting period prior to receiving Worker's Compensation benefits.

This leave will not appear on the employee's earnings statement and may not be utilized by the employee for routine illnesses. These hours are not payable at termination.

Article 29 – Health and Welfare

Section 1: *Group Insurance*

- A. Eligible employees will participate in the District's Insurance Programs. The employees will pay a portion of the applicable premium for the medical, dental, and vision insurance coverage they choose as set forth in Section B below, and the District will pay the remaining amount of the monthly medical insurance premium.
- B. An employee's contribution will vary depending on the insurance coverage selected by the eligible employee as follows:

Year	Plan	Employee Only	Employee + 1	Employee + Family
2024	HSA 80	\$10.31/week	\$35.05/week	\$59.40/week
	HRA Basic	\$37.73/week	\$91.69/week	\$143.55/week
	HMO Plus	\$63.55/week	\$144.39/week	\$231.88/week
2025	No more than a 5% increase in the employee's contribution Amount based on the 2024 contribution.			
2026	No more than a 5% increase in the employee's contribution Amount based on the 2025 contribution.			

The employee's increase over the three years of this Agreement cannot exceed the increased cost to the District over that same period.

An employee's contributions for selected ancillary insurance benefits for Dental, Vision, and Additional Life Insurance will be the same as all other District employees.

If an employee changes medical insurance coverage during the term of this Agreement, the maximum 5% premium increase will be based on the prior year's premium amount for the coverage selected.

- C. The District will continue to pay 100% of the cost, per eligible employee, of Basic and Accidental Life and Short and Long-Term Disability Insurance.
- D. Eligible employees shall be defined as employees whose employment status is full-time. Contributions for eligible employees shall become effective the first day of month following completion of thirty (30) days of continuous service.

Section 2: *Benefits Advisory Committee*

- A. The District and the Bargaining Unit agree that there shall be a Benefits Advisory Committee for the purpose of reviewing insurance programs, reviewing benefits, and making recommendations.
- B. The District and the Bargaining Unit agree that two members of the Union will be appointed by the Union to the Benefits Advisory Committee. To be clear, there will be a total of two Union members, and they may be selected from either Bargaining Unit A or Bargaining Unit B.
- C. Benefits Advisory Committee will meet prior to any changes to the upcoming year's benefits and continue to meet on a regular basis in order to monitor all employee benefits, including health plans.
- D. Statements, actions, or participation by Union or District representatives at any employee committee or insurance brokerage meeting shall not constitute waivers by the Union or the District of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, of any proposed change in terms and conditions of employment.

Article 30 – Bulletin Boards

The District shall provide a bulletin board at each fire station location and one (1) in the 911 Communications Center, and the work areas of Fire Inspectors, Plans Examiners, Firefighters, Paramedics and EMTs for the posting of official Union notices. The boards shall be covered with glass and under lock. The keys shall remain in the possession of the on-duty Shift Steward and Commander. These boards shall be used for the display of the following notices: Union meetings, Union appointments, Union elections, and official Union social affairs and any Union or District-issued information. It is agreed that no Union matter of any kind shall be posted in and about the premises of the District except on said boards. It is agreed by the union and management that it is the responsibility of each employee to be knowledgeable of notices posted. All such Union notices shall bear a posting date.

Article 31– Labor Management Communication Committee

Section 1: *Establishing Committee*

The District and the Union agree to establish a Labor Management Communications Committee composed of four (4) members each from the Union and the District.

Section 2: *Meeting Frequency*

Meetings shall be held at least quarterly, but may be held more frequently with the mutual consent of both parties. At the initial meeting, the parties will establish rules of procedure for the conduct of the meetings. The function of the Communications Committee will not be to hear or decide grievances, but to receive input, to disseminate information, and to discuss other matters of common interest. In the event any topic of discussion of a committee meeting is not resolved between the committee members, it is understood and agreed that such issue will not then be submitted to the grievance arbitration procedures of the Agreement, unless such issue would otherwise qualify under this Agreement as a defined grievance.

Section 3: *Waivers*

Statements or actions by Union representatives on the committee shall not constitute waivers by the Union of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, or any proposed change in wages, hours or terms and conditions of employment.

Article 32 – Prevailing Rights

All rights, privileges, and working conditions enjoyed by all employees which are not specifically included in this Agreement shall remain in full force unless changed by mutual consent in writing; provided, however, it is expressly understood that the District retains the right to terminate such rights, privileges, or working conditions for just cause. The term prevailing right shall not include benefits afforded to employees by the District as a result of its Interface with Walt Disney World Co., (e.g., Main Gate Pass, complimentary passes, sales discounts or similar such benefits).

Any grievant alleging a violation of this Article of the Agreement shall bear the burden of proof of establishing that such right, privilege, or working condition existed for all employees prior to the implementation date of this contract period.

Article 33 – Policies and Procedures

Section 4: *Definitions*

CFTOD policies and procedures for the purpose of this Agreement shall be defined as: CFTOD Employee Relations Policy and the CFTOD Fire Department Written Communications System which includes the following: Personnel Orders, Directives, Standard Operating Procedures, General Operating Procedures, or any District-issued memorandum, document, or policy affecting terms and conditions of employment and past practices associated with such policies and procedures.

Section 5: *Providing Copies*

The District shall provide a digital copy of the applicable policies, rules, and regulations to the Union and shall post a digital copy on the Department's intranet site. Policies, rules, and regulations shall become effective twenty-one (21) days from posting date.

Section 6: *Relation to Grievance Procedure*

Application of CFTOD policies and procedures relating to terms and conditions of employment shall be subject to the grievance procedure.

Section 7: *Labor Management Communications Committee*

The parties shall address all new or different policies and procedures in the Labor Management Communications Committee.

Section 8: *Effective Dates*

New or different policies or procedures will not become effective until they have been posted and legally implemented for twenty-one (21) days as per Section 2 above.

Section 9: *Waiver of Union Rights*

Nothing in this Agreement shall constitute a waiver of the Union's right, if any, to bargain over new or different policies or procedures.

Article 34 – Alcohol and Drug Abuse Policy

The District and the Union recognize that many areas of the District's operations involve hazardous work with the potential for personal injury or property damage and that all areas involve directly or indirectly the public at large. Therefore, it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its customers, and its employees. Accordingly, the District and Union agree to a zero-tolerance policy concerning on or off-duty use of illegal drugs, abuse of controlled substances on or off-duty, and/or reporting to work or working impaired or under the influence of alcohol or drugs as defined below. As part of its efforts to achieve that goal, it must require that its work be performed by employees who do not use illegal drugs or misuse controlled substances and/or alcohol as follows:

Section 1: *Grounds for Testing*

Employees may be tested for the following reasons:

- A. Safety sensitive employees will be subject to drug and alcohol testing only after there is a documented objective reasonable basis that an employee has an in-system presence of any illegal drug, controlled substance, or alcohol, hereinafter referred to as "substances", while on duty.
- B. As part of a post-accident investigation in cases where:
 - 1. The individual(s) subject to testing is directly linked to the accident, and,
 - 2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or estimated property damage in excess of \$5,000.
- C. Specimen collection for purposes of testing associated with an accident will take place as soon as possible, under the circumstances.
- D. In the event a government agency that regulates the District advises the District that employees in specified classifications will be required by law to undergo job certification physical examinations, including drug tests as a condition of future employment, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with federal regulations. Implementation of such changes is subject to impact bargaining.
- E. Randomly, pursuant to a program or policy adopted by the District and applicable to all District employees in safety-sensitive positions. Should the District adopt such a program or policy, the parties will impact bargain over the effects, if any, of implementing the program or policy along with the handling of legally prescribed drugs.

Section 2: *Observation and Notice Procedures*

- A. An employee will not be tested under Section 1 above unless their actions and/or conduct or other work-related circumstances provide an objective reasonable basis to believe that the employee may have taken drugs or alcohol and/or is suffering from impairment that will in some way adversely affect their alertness, coordination, reaction, response, safety, or the safety of others, while on duty. Such observation will be initially documented by the Commander, appropriate Assistant Chief, or higher level of management and confirmed by another member of management wherever possible. Employees will not be subject to such testing without the express consent of a senior member of management (Deputy Chief or above) different from the observation supervisor, nor without authorization from the District Administrator (or designee).
- B. Management's observations will be discussed with the employee to afford the employee an opportunity to provide a reasonable explanation for the actions/conduct. Any employee under observation/evaluation for testing shall be entitled to request the presence of a Union representative in pre-test meetings with management. Provided a Union representative has been requested and is available, no specimen will be collected until the Union representative can discuss the matter with management. The Union agrees that the procedures described in Section 3 shall not operate in a manner that will impede timely collection of a biological specimen.
- C. Refusal to provide a biological specimen will result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

Section 3: *Drug Testing Procedures*

- A. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the District will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the District has a specific objective reason to believe that the employee may attempt to contaminate a test specimen. Proof of any form of tampering, altering, or diluting of a specimen by the employee will result in discharge. No employee shall be required to collect a blood or urine specimen from another employee.
- B. Test specimens shall be sent only to laboratory facilities certified by an appropriate federal or state agency. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the District to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.
- C. The drug test will be performed utilizing urinalysis to screen for drug, alcohol or substance abuse.

- D. The initial test shall use an immunoassay that meets the requirements of the Food and Drug Administration for Commercial Distribution. All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically acceptable method of confirmation will be used. All confirmed positive test results will be verified by a Medical Review Officer prior to release to the District.
- E. Test thresholds: The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be federal standards as established by the Department of Transportation (DOT).
- F. In the event that the District elects to utilize tests other than the EMIT screen or the GC/MS Confirmation, the District will give the union written notice of the test methodology used and the threshold levels employed, if so requested by the Union. Any dispute over the acceptability of such alternative test methodologies or the positive test threshold to be applied shall be resolved by arbitration. It will be the burden of the District to establish the acceptability of the test and the reasonableness of the threshold.
- G. Specimen Re-analysis: The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the employee and follow-up re-analysis at the request of the Union or the employer. Any reanalysis performed will be done on the original sample provided. The Medical Review Officer shall endeavor to notify the employer and the employee of positive test results within five (5) working days after receipt of the specimen. The employee may request, in writing, a re-analysis within three (3) working days from notice of positive test result.

Section 4: *Alcohol Testing Procedures*

Where employees are required under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate collection facility. The collection facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this policy, if a test reveals the presence of alcohol at a level of 0.08% or more by weight, it shall be presumed that the employee has violated this policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than 0.08%, the results of the test will be considered along with all other relevant information (e.g., employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this policy. If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is not under the influence of alcohol in violation of this policy. In the event an employee objects to alcohol testing by blood sample, the District will test the employee through an evidentiary alcohol breath analyzer which conforms to the same standards as cited above.

The parties agree that use of an evidentiary alcohol breath analyzer, which is properly calibrated and operated by a certified technician, shall be conclusive proof of the accuracy of the results.

Furthermore, the District reserves the right, prior to implementation of this policy, to abandon blood samples in favor of the alcohol breath analyzer referenced above at any time.

Section 5: *Negative Test Results*

Any employee who tests negative to any drug test under this Agreement (other than random tests as a follow-up to rehabilitation) shall be compensated for all lost time at the appropriate wage rate. Time lost under such circumstances shall be treated as time worked for purposes of overtime premium eligibility.

Section 6: *Positive Test Results*

Employees who are tested for cause and have a confirmed positive test will be suspended without pay for ninety- six (96) hours for twenty-four (24) hour shift personnel or eighty (80) hours for forty (40) hour personnel for the first offense in addition to the mandatory Program referral (as defined below). Employees who subsequently test positive will be terminated. Suspensions for this offense may be considered beyond one year. Should it later be found that the test result was a false positive, the employee will be reinstated with full pay from date of original suspension and documentation removed from the personnel file.

Section 7: *Requests for Assistance and Required Participation*

- A. Any employee who voluntarily seeks assistance for a drug- or alcohol-related problem or condition before having a positive test result will be placed on a non-disciplinary medical leave to allow the employee time for assistance. The length of such leave shall be consistent with the recommendations of the assistance provider(s), subject to the provisions of Article 19, Section 8. The employee will be allowed to return to work upon successful completion of the treatment or assistance program, as long as the employee is (i) not then-using any drugs or alcohol in a way that violates this Article 33 and (ii) provides to the District a fitness for duty certification prepared by the MRO or a doctor approved by the District.
- B. Any employee who has a confirmed positive test result for the first occurrence will be required to participate in a state-licensed drug or alcohol treatment or rehabilitation program ("Program") in addition to the disciplinary suspension reference in Section 6 above. In such circumstances, the employee shall be released from duty and placed on leave of absence until referral to the Program and subsequent clearance to return to work. Failure to seek and receive Program assistance or failure to abide by the terms and conditions or prescribed treatment will be grounds for discharge. An employee testing positive for any subsequent drug test will be terminated.

- C. Employees on a medical leave of absence in accordance with Section 7A above shall utilize available leave benefits on the same basis as for other medical conditions. Employees who return to work after such a leave may be tested under this policy.
- D. This provision shall not be deemed a waiver of the District's existing right to initiate disciplinary action, including termination, in a situation where misconduct has occurred irrespective of the issue of drug/alcohol usage.

Section 8: *Test Results Communicated by MRO*

Test results shall be communicated by the Medical Review Officer, or the designated District representative. The District shall be responsible for maintaining confidentiality of test records and test results will be communicated to Department management strictly on a "need to know" basis. Employee drug test records shall not be released outside the District medical department, unless required by administrative action initiated by the employee or the Union. The employee shall be entitled to written notification of positive drug test results. The Medical Review Officer, upon written request from the employee, will report test results to the Union President.

Section 9: *Random Testing*

Random testing will be permitted if Section 1E is applicable or as a follow-up to rehabilitation. Follow-up rehabilitation random testing shall be allowed for a reasonable period of time after rehabilitation, and only for a reasonable period of time after rehabilitation, not to exceed one year.

Section 10: *Employee Discipline and Legal Rights*

A positive random test after referral to the Program shall be conclusive proof of just cause for termination. When and if it becomes necessary to impose discipline for drug-related conduct or job performance, as per Section 6, discipline will be judged by the contractual just cause standard and will be subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds consent as to particular documents personal to them, the District agrees to provide the Union, in advance, with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this policy, neither the District nor the Union waives any legal rights. The parties agree that this drug policy shall not diminish the rights of individual employees under state or federal law relating to drug testing.

Section 11: *Management Training*

The District is responsible for providing education for management personnel regarding observation techniques, the availability and desirability of District resources, and the need for observing strict confidentiality. Supervisors will be provided guidelines for maintaining confidentiality of all drug/alcohol related

information and referring employees who may have a problem to appropriate counseling.

Section 12: *Hold Harmless*

Both parties agree that they shall indemnify and hold harmless the other party against any and all complaints, claims, judgments, or demands that may arise out of, or in any way are related to, the negotiation or participation in the foregoing drug policy applicable to employees or applicants, or the activities in carrying out this drug/alcohol testing program.

Article 35 – Special Operations and Response (S.O.A.R.) Team

Section 1: *Definition*

“B” Unit Supervisory employees, as determined by the Fire Chief, may be assigned to the S.O.A.R. Team. These employees shall be trained to an appropriate level, as recommended by the S.O.A.R. Team Committee and approved by the Deputy Fire Chief of Operations, to operate the Incident Command System within various technical rescue disciplines.

When this Agreement takes effect, all Battalion Chiefs who currently hold technician certifications in HazMat, VMR, Rope, and Confined Space may be placed on the SOAR team. Afterwards, in order to be considered for SOAR Team membership and qualify for the SOAR incentive, Battalion Chiefs are required have technician level certifications in all special operations disciplines that the District offers.

Battalion Chiefs who are receiving SOAR incentive may be assigned oversight to one or more SOAR disciplines. SOAR Battalion Chiefs are required to regularly attend SOAR training as assigned by the Deputy Chief of Operations.

- A. Captain: Communications, EMS Team, Fire Prevention will be trained to Hazardous Materials Awareness Level.
- B. Battalion Chief – 48 Hour: Hazardous Materials Operational Level and Hazardous Materials Incident Command System (ICS) Training.
- C. All Battalion Chiefs assigned to the SOAR Team shall attend all SOAR discipline training as assigned by the Deputy Chief of Operations. SOAR Battalion Chiefs must, at a minimum, attend each discipline class for certifications they do not currently possess to obtain an AHJ competency certification. SOAR Battalion Chiefs must also complete assigned Job Performance Requirements (JPRs) to demonstrate incident command proficiency in all SOAR disciplines the District offers. The Department will issue a SOAR discipline command certificate once the course is completed and JPRs are met.
- D. ALL SOAR Battalion Chiefs must demonstrate command proficiency and successfully complete assigned JPRs at each SOAR discipline training class. SOAR Battalion Chiefs must attend SOAR classes and annual refresher training classes that are offered by the Department.
- E. Failure to meet training requirements for the SOAR Team or failure to demonstrate SOAR operation command proficiency may result in the Battalion Chief's removal from the SOAR Team by the Fire Chief or designee. Battalion Chiefs may request to be removed from the SOAR Team with a thirty (30) day notice in writing to the Deputy Chief of Operations. The request may be placed in abeyance based upon operational needs.

Section 2: *Health and Safety*

It will be the responsibility of the District to follow all state and federal guidelines to ensure proper medical surveillance and examinations for S.O.A.R. Team members. These physicals shall be conducted as per Article 19, Medical Surveillance.

Section 3: *Special Operations and Response Committee*

- A. Special Operations and Response Committee will be established to review and recommend operational responses, guidelines, and training needs.
- B. The Committee will consist of four (4) management personnel assigned by the Fire Chief and a total of four (4) Bargaining Unit personnel from either the A or B Unit approved by the Union President.
- C. The Committee will meet quarterly, at a minimum, but may meet more frequently with the mutual consent of both parties. The quarterly meetings will be scheduled on the last Wednesday of the month.

Section 4: *Training*

It will be the responsibility of the District to provide and maintain all training, certifications and re-certifications related to the employee's S.O.A.R. Team Assignment. The District will give at least three (3) months notice prior to the re-certification date(s).

Section 5: *Educational Assistance for Specialized Training*

The District will provide one hundred (100%) percent of the cost for tuition and books for courses required of B-Unit Supervisory Employees assigned to the S.O.A.R. Team for all classes specifically related to the employee's S.O.A.R. Team assignment.

Section 6: *Guidelines*

The District will develop and maintain administrative and operational guidelines for the training, response, and mitigation of HAZMAT, ERT, and other defined specialty functions.

Section 7: *Training Compensation*

Battalion Chiefs will receive the appropriate block-pay amounts for training that they attend outside of their normally scheduled shifts.

Article 36 – Supervisors’ Responsibilities/Conflicts of Interest

It is agreed and understood that the individuals covered in the “B” Bargaining Unit must, at all-times while on duty, in uniform, and/or while otherwise representing the District, act in the best interest of the District as determined by the Fire Chief.

The parties agree that the work performed by the employees in the “B” Unit is ‘supervisory’, and not ‘managerial’ within the meaning of the Public Employees Relations Act. Individuals in the “B” Bargaining Unit will be held accountable for the performance of their non-managerial supervisory duties and responsibilities including, but not limited to the following:

1. Supervising a Shift, Section, and/or a Fire/Rescue Station and directing related operation, including the supervision of all Shift, Section, or Station personnel and the oversight and maintenance of all apparatus and related equipment.
2. Supervising fire/EMS scenes and incidents, including the direction of personnel and equipment, as required.
3. Assigning work duties to all assigned subordinate personnel.
4. Reviewing and evaluating the performance of subordinate personnel.
5. Recommending and administering disciplinary action and conducting informal inquiries, as assigned and/or required.
6. Training and/or administering the training of assigned subordinate personnel, including precepting probationary firefighters and/or EMS personnel and administering their probationary testing.
7. Enforcing all District and Departmental rules, regulations, policies, procedures and guidelines, and making recommendations concerning revisions thereto.
8. Ensuring the safety of personnel in the fire Stations, EMS Team Stations, and other work sites through the proactive administration of the Department’s safety programs.
9. Timely and accurately completing all forms, reports, and other paperwork relating to Shift/Section operations, fire and rescue incidents, daily activities, and personnel matters.
10. Temporarily transferring/assigning subordinate employees to different assignments, as required.
11. Participating in the administration of Departmental overtime and release from duty policies.
12. Making recommendations for assigned Section and/or program budgets.
13. Administering and participating in public education programs.

14. Participating in committees, task forces, or other work groups, as assigned by the Fire Chief.
15. Working as part of, and supporting the positions of, the Fire Department and the District.
16. Performing such other duties and responsibilities as are required under Department rules, regulations, policies, and/or as assigned by the appropriate management authority.

Article 37 – Interpretation

Section 1: *Amendment by Mutual Action*

The parties hereto may interpret, alter, or amend this Agreement by mutual action in writing, and no individual employee shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether such action be prospective or retroactive.

Section 2: *Alternative Provisions*

In the event any provision of the Agreement is held to be void, then and in that event, the parties shall negotiate an alternate provision to cover said subject matter.

Article 38 – Severability

It is not the intent of either party hereto to violate any laws or any rulings, or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement. The parties hereto agree that in the event any provision of this Agreement is found to be void as being in contravention of any such laws, rulings, or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part(s) so found to be void are wholly inseparable from the remaining portions of this Agreement.

Article 39 – Term of Agreement

Section 1: *Term*

This Agreement shall be effective as of January 1, 2024, and shall continue in full force and effect until December 31, 2026. This Agreement shall be self-renewing on the first (1st) day of January 2027 and for yearly periods thereafter, unless written notice of desire to change or terminate this Agreement is given by either party to the other no more than nine (9) months and no less than three (3) months prior to the December 31, 2026 expiration date.

Section 2: *Complete Agreement*

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 40 – Union Business and Dues Deduction

Section 1: *Union Business*

The District shall pay Union Officers and Union representatives only when they perform assigned fire, rescue, EMS, and administrative duties and/or work directed by the District. To the extent that these employees wish to perform Union duties (such as negotiations, attending Union conventions, etc.) during their normal work schedules, they may utilize annual leave, Union Leave, or Shift exchange; provided, however, that they comply with the rules applicable to annual leave, Union Leave, or Shift exchanges.

The Union agrees to indemnify and hold harmless the District, its agents, employees, and officials from and against any claims, demands, damages, or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm, or entity, based on or relating to any payroll deduction required or undertaken under this Article, and agrees to defend (at its sole expense) any such claims against the District or its agents, employees, or officials. The term “officials” as used herein, includes elected or appointed officials.

Management maintains the authority, in its sole discretion, to authorize leave with pay for union activities when it is in the best interest of the Department and/or the District.

Section 2: *Union Leave*

- A. The Union will maintain a Union Leave Account for the purpose of enabling Union Officers, Executive Board Members, or their designees, to attend Union activities and/or events without loss of pay or benefits, provided there is an adequate balance in the Union Leave Account. For clarity, there shall be one Union Leave Account for the benefit of both A and B Unit members funded by the contributions under their respective CBAs.

Authorized use of Union Leave for B Unit members shall be approved as listed below and the deduction from the Union Leave Account shall be on an hour-for- hour basis.

Notifications for Union Leave shall be in writing and shall be submitted to the Fire Chief, or their designee, at least twelve (12) hours prior to the commencement of Union Leave. When it is not feasible to submit a written notification providing twelve (12) hours’ notice, a verbal notification may be made stating the reason for the short notice, and this verbal notification shall be later confirmed in writing.

- B. On the last full pay period in December of each year, the Employer shall deduct from the Union member’s personal holiday bank as follows: Four (4) hours from forty (40) hour employees and (12) twelve hours from (48) forty eight hour employees, which is then added to the existing balance of

Union Leave Account.

A new employee who joins the Union in the employee's first year of employment is exempt from the requirements of this Article. After the Union member's first anniversary date of employment, the Union member shall be subject to this Article. In January of each year, the District will provide the Union with a list of Union members who donated time to the Union Leave Account.

- C. With the approval of the Union's President, the Union may request from its members additional voluntary donations and deductions of paid time off. The voluntary donation may be deducted from an employee's annual account and must be in writing and accompanied by the signature of the employee donor volunteering for the deduction. All additional donations and deductions shall be credited to the Union Leave Account.

Section 3: *Dues Deduction*

Withholding of Wages – The District agrees to withhold from the wages on each payroll week, uniform weekly membership dues, initiation fees, and one Union check-off for each employee who signs and submits an authorization card, the acceptable form of which is shown on attached Addendum "A". The District shall forward such dues in the amount certified to be current by the Secretary-Treasurer of the Union, on or before the third week following the last week in the month in which the dues are deducted. The Union agrees to indemnify and hold harmless the District against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer or other properly designated official of the Union. The acceptable form to be used for withdrawal from check-off is shown as Addendum "B."

No deduction shall be made from the pay of any Bargaining Unit member for any payroll period in which his/her net earnings for that period, after other deductions, are less than the amount of dues to be checked off. Upon returning to a full pay status, after dues deductions have been stopped, such dues will re-start automatically and without further authorization from the member.

The Union agrees to indemnify and hold harmless the District, its agents, employees, and officials from and against any claims, demands, damages, or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm, or entity, based on or relating to any payroll deduction undertaken under this Article, and agrees to defend at its sole expense any such claims against the District or its agents, employees, or officials. The term "officials" as used herein, includes elected or appointed officials.

Article 41 – EMS Committee

Section 1: Establishing Committee

The District and the Union agree to establish an EMS Committee composed of three (3) members each from the Union and the District.

Section 2: Meeting Frequency

Meetings shall be held quarterly, but may be held more frequently with the mutual consent of both parties. The function of the EMS Committee will not be to hear or decide grievances, but to receive input, to disseminate information and to discuss other matters of common interest. In the event any topic of discussion of a committee meeting is not resolved between the committee members, it is understood and agreed that such issue will not then be submitted to the grievance arbitration procedures of the Agreement, unless such issue would otherwise qualify under this Agreement as a defined grievance.

Section 3: Waivers

Statements or actions by Union representatives on the committee shall not constitute waivers by the Union of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, or any proposed change in wages, hours, or terms and conditions of employment.

Article 42 – Non Tobacco Use

All employees in a position covered by Florida Statutes Section 112.18 hired on or after October 1, 1989, shall be non-tobacco users as a condition of employment. In addition, as a condition of continued employment, they will refrain from the use of any type/kind of tobacco products at all times. This restriction includes, but is not limited to, e-cigarettes, vaping, juuling, or similar products or materials, and any other tobacco or tobacco-related product.

Employees who fail to comply with the provisions of this article will be given one mandatory referral to the Employee Assistance Program or the then-existing smoking cessation program prior to disciplinary action.

Article 43 – Post-Employment Benefit Eligibility

Pursuant to FS 112.0801, Employees who retire from the District are eligible to participate in health insurance programs offered to active employees of the District. "Retire" is defined as a termination of District employment and the immediate receipt of benefits from the Florida Retirement System Pension Plan and/or DROP termination, or meeting one of the criteria for Investment Plan members as outlined in the statute.

Years spent in the DROP will be allowed to contribute to the total years of credited service for insurance benefits.

Retirees meeting the above criteria may elect to continue their coverage as well as that of their eligible dependents as follows:

Section 1: *Employees Hired Before January 1, 2013*

A. Retire per FS 112.0801, less than 20 years District Service

Employees who retire with less than twenty (20) years District Service will be eligible to purchase coverage for themselves and eligible dependents. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

B. Retire per FS 112.0801, 20 years District Service, and age 55:

For Employees who retire with a minimum of twenty (20) years of credited service with the District and have reached the age of fifty-five (55), the District will pay the full cost of the employee premium for the designated standard plan. Coverage for eligible dependents may be purchased at the full cost of the elected coverage by the retiree. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

C. Retire per FS 112.0801, 20 years District Service, and not yet 55:

For employees who retire from the District with twenty (20) years of credited service, but who have not yet reached age 55 will be eligible to purchase coverage for themselves and eligible dependents until reaching age 55. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

D. Retire per FS 112.0801, 25 years District Service:

For Employees who retire from the District with twenty-five (25) years or more of credited service the District will pay the full cost of the employee premium for the designated standard plan. Coverage for eligible dependents may be purchased at the full cost of the elected coverage by the retiree. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

E. Retire per FS 112.0801, 30 years District Service:

Employees who retire from the District with thirty (30) years or more of credited service but who have not yet reached age 55, will be eligible to purchase coverage for themselves and eligible dependents until reaching age 55. The required contribution to premiums will be the same as that of the current active employees of the District. The cost is therefore subject to periodic change.

Section 2: *Employees Hired on or After January 1, 2013*

Employees who retire will be eligible to purchase coverage for themselves and eligible dependents. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

In the future, if the District begins providing post-employment health benefits to employees not covered by this Agreement, bargaining unit members will be entitled to participate in the program on the same basis as all other District employees.

Section 3: *Dependent Eligibility after Death of Retiree*

The spouse and eligible children of a deceased retiree will continue to receive retiree insurance benefits. This coverage may continue until the earlier of the spouse's death or remarriage.

Article 44 – Training

A. The Training Section shall establish and maintain a policy on training in extreme temperatures. The policy shall follow recommendations set forth in the following:

69A-62.021 Florida Administrative Code (F.A.C.), Bureau of Fire Standards and Training Standard Operating Procedure 5.3.6 (High Heat Protocol), NFPA 1584, and the IAFF's Thermal Heat Stress Protocol. In the absence of the required policy, no training exercises (other than classroom) shall be conducted during hazardous weather conditions or when the ambient temperature, at the training site, is above 90°F or below 45°F except for monorail drill which will allow 35°F.

B. The District and Union acknowledge the necessity for specialty training that must be performed at night. Routine training shall not normally be scheduled after 2100 hours. Due to the special safety considerations for training held at night, the Training Section will ensure adequate safety plans are in place, including consideration for down time during the day when exercises are anticipated to last greater than four (4) hours. If on- shift personnel are involved in nighttime training, down time will be arranged by the on-duty shift commander. Crews on shift and scheduled to participate in nighttime training will not normally be required to attend training during the day.

C. The District will be responsible for providing opportunities for all personnel to access training needed for required recertification. These training courses will be provided via on-line courses or in a classroom setting at the discretion of the District. The Training Section shall establish and maintain a policy outlining the procedure for recertification in each required discipline. This policy will ensure there are multiple opportunities and/or access to classes for recertification. It will be the employee's responsibility to attend the sessions or make-up sessions and meet the required number of hours to maintain their certifications. In the event the employee fails to attend training, they will be responsible for obtaining the training from outside the department as outlined in the policy.

D. All Communications Center Captains will be scheduled to complete thirty-six (36) hours of EMD/EFD continuing education training each calendar year. All Communications Center personnel shall be scheduled to complete a separate twenty four (24) hours of continuing education to maintain State of Florida Public Safety Telecommunicator certifications which shall include area familiarization and ride-along. Communications Center Captains shall be provided twelve (12) hours of continuing education each calendar year to maintain communication center supervisory certifications if required.

ADDENDUM "A"
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS &
LOCAL 2117

WAGE DEDUCTION AUTHORIZATION

(Union Dues and Initiation Fee)

I, _____, hereby authorize the Central Florida Tourism Oversight District to deduct from wages due and payable to me on the first regular pay day immediately following receipt of Addendum "B" and on the regular pay day of each succeeding week the amount equal to

_____ for the weekly membership dues of Local #2117 of the International Association of Fire Fighters Union, and hereby authorize the District to pay this amount to Local #2117, for my account on or before the 15th day of the calendar month following the month in which the deduction is made.

_____ I further authorize the District to deduct from my wages the initiation fee of my Union in the amount of \$20.00.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the District, of for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the District and the Union at least 60 days and not more than 75 days before any periodic renewal of this authorization and assignment of my desire to revoke same.

Signature Date

Employee Name	Deduction	Credit

(District Payroll Agent) Date Received

C.F.T.O.D. PAYROLL ONLY:

Company	Deduction Code	Deduction Type

ORIGINAL COPY TO: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Finance Department - Attn: Payroll
P.O. Box 10170
Lake Buena Vista, Florida 32830

ADDENDUM "B"

WITHDRAWAL OF AUTHORIZATION FOR DUES CHECKOFF

In accordance with the Public Employee's Relation Act, State of Florida, withdrawal from Payroll Dues deduction must be accomplished by giving thirty (30) days written notice to the District and the Union.

Please complete the following and submit to your Union Representative.

I, _____ do hereby request that my authorization for payroll deduction be withdrawn.

(signature) (date)

EMPLOYING AGENCY:

Central Florida Tourism Oversight District

(District Agent) (date)

LABOR ORGANIZATION:

Reedy Creek Professional Fire Fighters Association Local #2117, IAFF
P.O. Box 22829
Lake Buena Vista, FL 32830-2829
Telephone: (407) 298-3473

(Union Representative) (date)

PAYROLL DEPARTMENT:

Please discontinue payroll deduction of the Union Dues from the above-named employee, effective

ADDENDUM "C"

	2024		
	MIN	MID	MAX
Captains/Battalion Chiefs (40 Hour)	\$ 76,551	\$ 102,068	\$ 127,586
Battalion Chief (24/48 Hour)	\$ 79,444	\$ 111,704	\$ 143,964

	2025		
	MIN	MID	MAX
Captains/Battalion Chiefs (40 Hour)	\$ 80,379	\$ 107,172	\$ 133,965
Battalion Chief (24/48 Hour)	\$ 83,416	\$ 117,289	\$ 151,162

	2026		
	MIN	MID	MAX
Captains/Battalion Chiefs (40 Hour)	\$ 84,398	\$ 112,530	\$ 140,663
Battalion Chief (24/48 Hour)	\$ 87,587	\$ 123,154	\$ 158,721

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

FOR THE REEDY CREEK
FIREFIGHTERS ASSOCIATION

FOR THE CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT

Jon Shirey
President
Local #2117

Martin Garcia
Chairman
Board of Supervisors

Aaron Colburn
1st Vice – President
Local # 2117

Glenton Gilzean, Jr.
District Administrator
Central Florida Tourism Oversight District

Jeremy Kelly
Secretary
Local #2117

Jason Middleton
Chief Human Resources Officer
Central Florida Tourism Oversight District

M. M. Bartley
Union Representative
Local #2117

Eric J. Ferrari
Acting Fire Chief
C.F.T.O.D. Fire Department

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 9.1

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
Resolution No. 656 - BUILDING AND SAFETY DEPARTMENT FEE SCHEDULE	
Requested Action	
Request Board approval of Resolution 656 to modify the permit fee schedule for the Building and Safety Department.	
Staff Report	
An evaluation of the current fee schedule was completed similar to the process done for the last fee schedule review in 2016. Evaluations were made to the potential adjustment and the addition of new fees to cover the cost of operations as set forth in the FY 2024 budget. The adjusted fees represent a global average increase of approximately 30%. This is a similar increase to the 2016 fee study.	
Additional Analysis	
There is no uniform fee schedule utilized for building departments throughout Florida. As such, fees included in the current proposal were compared against locations such as Orange County, Osceola County, Miami-Dade, Tampa, Gainesville and City of Tallahassee.	
Fiscal Impact Summary	
There is a fiscal impact to the taxpayer with an average fee increase of approx. 30% across all categories.	
Exhibits Attached	
Resolution No. 656	

RESOLUTION NO. 656

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING THE AMENDED BUILDING AND SAFETY DEPARTMENT FEE SCHEDULE; ADOPTING AND AMENDING BUILDING PERMITS, PLAN REVIEWS, PLAN REVISIONS, STATE OF FLORIDA SURCHARGE FEES, TEMPORARY STRUCTURES, MANUFACTURED BUILDINGS AND TRAILERS, BUILDING RELOCATIONS, ELEVATOR, ESCALATOR, MATERIAL AND DUMBWAITER PERMITS, CERTIFICATE OF OPERATION FEES, ANNUAL REGISTERED ATTRACTION INSPECTION FEES, STRUCTURE DEMOLITION, SERVICE CALL TECHICIAN RESPONSE, ALTERNATIVE MATERIALS AND METHODS REQUESTS, TEMPORARY CERTIFICATE OF OCCUPANCY, CERTIFICATE OF OCCUPANCY, CONTRACTOR REGISTRATION, INVESTIGATION FEE, SPECIAL EQUIPMENT, REINSPECTION FEE, CHANGE OF CONTRACTOR FEE, RENEW EXPIRED PERMIT FEE, AND OTHER FEES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Central Florida Tourism Oversight District ("District") exists pursuant its enabling act codified at Chapter 2023-5, Laws of Florida becoming effective on February 27, 2023 (the "Charter"); and

WHEREAS, Sections 14, 17 and 22 of the Charter authorize the Board of Supervisors to collect fees; and

WHEREAS, pursuant to Section 17 (C) of the Charter, the Board of Supervisors deems these fees to be fair and reasonable in relation to the facilities and services concerned; and

WHEREAS, Section 13 of the Charter states, "The district shall have the power to exercise any of its rights, powers, privileges, and authorities in any and all portions of the district lying within the boundaries of Orange County, Osceola County, the City of Bay Lake, the City of Lake Buena Vista, and

any other municipal corporation or other political subdivision, heretofore or hereafter created or organized, the boundaries of which lie wholly or partly within the geographic limits of the district, to the same extent and in the same manner as in areas of the district not incorporated as part of a county, municipality, or other political subdivision"; and

WHEREAS, the Board of Supervisors wish to provide a uniform fee schedule for the Building and Safety Department; and

WHEREAS, the Charter provides for regulations and codes of the District enacted pursuant to power and authority of the District are to be adopted by resolution of the Board of Supervisors upon a single reading and public meeting, with at least ten (10) days' notice of an intent to adopt such resolution being published.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, THAT:

SECTION 1. RECITALS. The foregoing recitals are incorporated herein by reference and made a part hereof.

SECTION 2. BUILDING AND SAFETY DEPARTMENT FEE SCHEDULE. The attached Building and Safety Department Fee Schedule is hereby amended and adopted as attached.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 4. CONFLICTS. In the event of a conflict or conflicts between this Resolution and any other resolution, ordinance/resolution or provision of law, this Resolution controls to the extent of

the conflict, as allowable under the law. This Resolution shall apply to and be enforced throughout the unincorporated and incorporated areas of the Central Florida Tourism Oversight District, including within the jurisdictional boundaries of the City of Lake Buena Vista and City of Bay Lake.

SECTION 5. EFFECTIVE DATE. This Resolution will take effect on November 1, 2023 after its adoption.

ADOPTED at a regular meeting of the Board of Supervisors of the Central Florida Tourism Oversight District, held on this 25th day of October 2023.

CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT

Martin Garcia, Chairman of the Board of Supervisors

Attest:

Glen Gilzean, District Administrator

FEE SCHEDULE

Adopted on New Date

A. BUILDING PERMITS

Building permit fees shall be based upon full valuation of the contract of an installation or alteration, including the value of all new materials and equipment, and/or owner furnished items. Buildings, signs, roofs, pools, amusement rides and devices, and project management permits shall be included in the building permit classification. Building permit fees are hereby fixed as follows:

0 - \$1,000	\$60.00(minimum fee)
\$1,001 - \$24,999	\$60.00 plus \$5.50/1,000 or fraction thereof over \$1,000
\$25,000 - \$49,999	\$192.00 plus \$4.75/1,000 or fraction thereof over \$25,000
\$50,000 - \$99,999	\$310.75 plus \$4.25/1,000 or fraction thereof over \$50,000
\$100,000 - \$1,999,999	\$523.25 plus \$3.75/1,000 or fraction thereof over \$100,000
\$2,000,000 and over	\$7,648.25 plus \$3.00/1,000 or fraction thereof over \$2,000,000

In addition to the building permit, individual permits must be applied for and fees paid for each of the disciplines such as fire alarm, electrical, fire suppression systems, gas, mechanical, and plumbing. See “E” for permit and fee information.

PLAN REVIEW

A plan review fee in an amount equal to 50% of the building permit fee shall be charged in addition to the building permit fee. Project Management permit fees are exempt from a plan review fee.

REVISIONS

Additional plan reviews required that do not add valuation or additional square footage to the project, due to design revisions after the initial plan review has been completed, shall be assessed an additional fee.

Under 10 Sheets	\$150.00
10 Sheets or Over	\$350.00

STATE OF FLORIDA SURCHARGE FEES

The Professional Regulation Trust Fund (*Florida Statutes 553.721*) and the Building Code Administrators and Inspectors Fund (*Florida Statutes 468.631*) each require building departments to collect a fee equal to 1 percent and 1.5 percent, respectively, of the permit fee including, but not limited to: building, sign, roofing, pool, attraction rides and devices, project management; and trade permits such as electrical, fire alarm, fire suppression system, gas, plumbing, mechanical, etc. The minimum amount collected on any permit will be \$2.00 per surcharge for a total of \$4.00.

PAYMENT

Any person requiring a permit shall pay all fees as required by the Central Florida Tourism Oversight District (The District), and those fees shall be payable upon application of permit.

B. TEMPORARY STRUCTURES / SPECIAL EVENTS (90 DAYS OR LESS)

Temporary structures / special events shall be defined as tents, trailers, bleachers, performance platforms, lighting/speaker towers, inflatables, restroom trailers event/trade show plans, seating plans, exhibitor booths and other items related to special events or installations of 90 days or less. Permit fees shall be assessed a flat rate of \$100.00 base fee, per unit installation. Each additional unit, such as two or more tents at one location, shall be charged \$100.00 each. All related temporary sub permits shall be assessed a fee based on valuation. (See “E” Fire Alarm, Electrical, Fire Suppression System, Gas, Mechanical and Plumbing Permits for the fee schedule.)

PLAN REVIEW

A plan review fee in an amount equal to 50% of the base fee shall be charged in addition to the flat rate per unit base fee.

C. MANUFACTURED BUILDINGS/TRAILERS

Permit fees for manufactured buildings/trailers, either temporary or permanent, shall be \$100.00 per unit. Each additional unit, as in the case of a multiple module trailer (including DCA approved, pre-manufactured ramps and stairs), shall be charged \$100.00 each. All related sub permits shall be assessed a fee based on valuation. (See “E” Fire Alarm, Electrical, Fire Suppression System, Gas, Mechanical and Plumbing Permits for the fee schedule.)

PLAN REVIEW

A plan review fee in an amount equal to 50% of the base fee shall be charged in addition to the flat rate per unit base fee.

D. BUILDING RELOCATION PERMIT

Building permit fees shall be based on the actual cost of the relocation. (See “A” Building Permit.)

E. FIRE ALARM, ELECTRICAL, FIRE SUPPRESSION SYSTEM, GAS, MECHANICAL AND PLUMBING PERMITS

Permit fees shall be based on a signed contract (labor and installation costs including the value of all new equipment and material). Permit fees are hereby fixed as follows:

0 - \$1,000	\$60.00 (minimum fee)
\$1,001 - \$999,999	\$60.00 plus \$6.00/1,000 or fraction thereof over \$1,000
\$1,000,000 and over	\$6,054 plus \$3.25/1,000 or fraction thereof over \$1,000,000

PLAN REVIEW

A plan review fee in an amount equal to 50% of the trade permit fee shall be charged in addition to the trade permit fee.

F. ELEVATOR, ESCALATOR, MATERIAL LIFTS AND DUMBWAITER PERMIT

Application for elevator permits to erect, alter or demolish an elevator, escalator, material lift or dumbwaiter shall be accompanied by the following fee. Elevator permit fees are calculated on a base State of Florida required fee of \$250.00 for new and \$200.00 for alteration permits. Additional fees are required to cover costs associated with plan reviews, inspections and supplementary services rendered to customers.

Erect New / Demo	\$ 950.00
Alter \$10,000 and under in valuation	\$ 500.00
Alter over \$10,000 valuation	\$ 650.00
Variance Request	\$ 575.00
Violation Penalty Fees	\$ 1,050.00

Note: All “building” electrical (i.e. main line feeders, machine room lighting, receptacles, pit lighting, fire alarms, etc.) necessary to complete the successful installation and/or modification of the vertical transportation equipment, shall require application and issuance of a separate “Electrical” permit to a licensed electrical contractor. See “E” Electrical Permits.

CERTIFICATE OF OPERATION FEES

Certificate of Operation fees are calculated on a base State of Florida required fee of \$75.00. Additional fees are due to supplementary services rendered to customers on a periodic basis for the following conveyances: hand-operated, electric, hydraulic passenger and freight elevators, escalators, sidewalk elevators, power operated dumbwaiters, material lifts and dumbwaiters with or without automatic transfer devices, inclined stairway chairlifts, inclined and vertical wheelchair lifts and inclined elevators.

	Total Fee
Elevator serving 0-2 landings	\$100.00
Elevator serving 3-5 landings	\$110.00
Elevator serving 6-10 landings	\$120.00
Elevator serving 11-15 landings	\$130.00
Elevator serving over 15 landings	\$140.00

Sewage Pump Station Manlift	\$120.00
Special Purpose Elevator (Manlifts, Moving Walkways and Wheelchair Lifts)	\$140.00
Temporary Operation Permit / Renewal Fee	\$300.00

The temporary operating permit shall be issued for a period not to exceed thirty (30) days and may be renewed after re-inspection at the discretion of the Building Official.

A delinquent certificate of operation renewal application must be accompanied by a delinquency fee of \$150.00 per unit, in addition to the license renewal fee.

MISCELLANEOUS ELEVATOR FEES

For all reinspections required or provided, the fee for the first failed reinspection may be \$150.00. If additional reinspections are required on the same condition, the fee may be \$250.00 for each subsequent reinspection.

Certificate of Operation reprint shall be assessed at a rate of \$30.00 per certificate.

Temporary Certificate of Construction Completion (TCofCC) issuance for normal use shall be assessed at \$150.00 for the initial request and \$150.00 for each subsequent extension request.

G. ANNUAL REGISTERED ATTRACTION INSPECTION FEES

The Department of Building and Safety shall charge and collect fees for the annual testing of registered attractions, and various equipment and appliances, at the rates listed in the following schedule:

Annual Ride Inspection Fee	\$50.00, per registered attraction
Ride vehicles, gondolas, chassis, tractors, trains, etc.	\$50.00, each unit within attraction

H. STRUCTURE DEMOLITION

The fee for demolition of structures complete or partial (not associated with new construction) such as buildings, bridges, towers or underground structures shall be based upon the contract valuation for the work to be performed. A plan review fee in an amount equal to 50% of the permit fee shall be charged in addition to the permit fee.

0 - \$1,000	\$100.00
\$1,001 - \$9,999	\$200.00
\$10,000 and over	\$200.00 plus \$5.75/1,000 or fraction thereof over \$10,000

I. SERVICE CALL TECHNICIAN RESPONSE CALL

Fees for 24/7 Hot Work, Fire Sprinkler Shut Down or Refill, Fire Sprinkler Valve Key Assist or other B&S Service Calls shall be assessed at a rate of \$60.00 per request. Fire Sprinkler Shut Down or Refill requests shall be assessed only one \$60.00 fee per day.

J. ALTERNATIVE MATERIALS & METHODS REQUEST

Request for an Alternative Materials & Methods variance shall be assessed at a rate of \$150.00 per request.

K. TEMPORARY CERTIFICATE OF OCCUPANCY (LIMITED USE)

Request for a Temporary Certificate of Occupancy (TCO) for Limited Use shall be assessed at \$150.00 for the initial request and \$150.00 for each subsequent extension request.

L. CERTIFICATE OF OCCUPANCY

Certificate of Occupancy (CO) issuance shall be assessed at \$150.00 each.

M. CONTRACTOR REGISTRATION WITH THE BUILDING & SAFETY DEPARTMENT

New contractor registration shall be assessed a fee of \$30.00 for the initial license registration. Annual renewal registration shall be assessed at \$30.00 per license.

N. INVESTIGATION FEE

When work for which a permit is required is commenced prior to obtaining a permit, an investigation fee equal to the permit fee may be charged in addition to the permit fees, but in no event shall the combined fees be less than \$100.00. The payment of such fee shall not relieve any person, firm, or corporation from fully complying with all of the requirements of applicable regulations and codes, nor shall the fee relieve the work from being subject to any of the requirements set forth herein.

O. SPECIAL EQUIPMENT

If any special equipment or protective clothing is required by inspectors for special job conditions or materials, such equipment or clothing cost shall be paid by the contractor or the equipment shall be furnished by the contractor.

P. AFTER HOURS INSPECTIONS

All inspections required or provided outside of normal business hours, shall be assessed an additional fee. (Normal business hours are considered between 6:00am and 6:00pm, Monday through Friday.) The fee shall be a minimum fee of \$375.00, per inspection, for up to four (4) hours – except for work provided on Sundays and Holidays. If the inspection exceeds four (4) hours, the minimum fee will be \$700.00, per inspection, for up to eight (8) hours.

Sunday and Holiday inspections will be charged \$700.00, per inspection, for up to four (4) hours. If the inspection exceeds four (4) hours, the minimum fee will be \$1,400.00, per inspection, for up to eight (8) hours. All fees must be paid in advance. Saturday and Sunday inspections shall be requested in writing by the close of business on Thursday prior to the weekend requested.

Q. REINSPECTION FEE

For all reinspections required or provided, the fee for such service may be \$150.00 for the first reinspection. If additional reinspections are required on the same condition, the fee may be \$250.00.

R. CHANGE OF CONTRACTOR FEE

Change of Contractor fee on a permit shall be \$100.00.

S. RENEW EXPIRED PERMITS FEE

Original permit fees will be re-applied. If the approved plans have been altered or modified in any way, an additional plan review fee will be assessed, along with the re-applied permit fee.

T. OTHER FEES

Other fees for services, such as administrative services or technical support, shall be charged at the rate of \$100.00 per hour.

U. ALL FEES SET FORTH IN THIS SCHEDULE ARE NONREFUNDABLE

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 9.2

Page 1 of 1

Meeting Date	
November 15, 2023	
Agenda Item Name	
Resolution No. 657 - UPDATING REFERENCED CODES AND STANDARDS WITHIN THE EPCOT COMPILATION CODES	
Requested Action	
Request Board approval of Resolution 657 to adopt updated reference standards for the EPCOT Building, Mechanical, Plumbing, Electrical and Fuel Gas Codes to match those as adopted in the Florida Building Code 8 th Edition, effective December 31, 2023. This complies with the requirements of the District as set forth in the District enabling act codified at Chapter 2023-5, Laws of Florida.	
Staff Report	
As required by the District enabling act codified at Chapter 2023-5, Laws of Florida. The adopted building code enforced within the District must be at least as stringent as any standard enforced statewide. The updating of these reference standards maintains compliance with this requirement.	
Additional Analysis	
Fiscal Impact Summary	
Adoption of these standards may have a Fiscal impact to the taxpayer. It is not possible to quantify as each permit will be impacted differently based on the scope of work covered for the permit.	
Exhibits Attached	
Resolution No. 657	

RESOLUTION NO. 657

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT UPDATING REFERENCED CODES AND STANDARDS WITHIN THE EPCOT COMPILATION CODES, 2018 EDITION AND INCORPORATING REFERENCES INTO THE 2018 EPCOT BUILDING CODE, 2018 EPCOT ELECTRICAL CODE, 2018 EPCOT FUEL GAS CODE, 2018 EPCOT MECHANICAL CODE, AND 2018 EPCOT PLUMBING CODE AS ENFORCED WITHIN THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Central Florida Tourism Oversight District ("District") exists pursuant its enabling act codified at Chapter 2023-5, Laws of Florida becoming effective on February 27, 2023 (the "Charter"); and

WHEREAS, Sections 7(2) and Section 23 of the Charter authorize the Board of Supervisors to adopt and update regulations including building code and safety regulations; and

WHEREAS, Section 13 of the Charter states, "The district shall have the power to exercise any of its rights, powers, privileges, and authorities in any and all portions of the district lying within the boundaries of Orange County, Osceola County, the City of Bay Lake, the City of Lake Buena Vista, and any other municipal corporation or other political subdivision, heretofore or hereafter created or organized, the boundaries of which lie wholly or partly within the geographic limits of the district, to the same extent and in the same manner as in areas of the district not incorporated as part of a county, municipality, or other political subdivision"; and

WHEREAS, the Board of Supervisors wish to update the EPCOT Compilation Codes, 2018 Edition to update the reference standards to be in line with updates to the referenced codes; and

WHEREAS, the Charter provides for regulations and codes of the District enacted pursuant to power and authority of the District are to be adopted by resolution of the Board of Supervisors upon a single reading and public meeting, with at least ten (10) days' notice of an intent to adopt such resolution being published; and

WHEREAS, this Resolution has been properly advertised and adopted; and

WHEREAS, the Board of Supervisors finds this Resolution to be in the best interest of the public health, safety and welfare and is consistent with the Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, THAT:

SECTION 1. RECITALS. The foregoing recitals are incorporated herein by reference and made a part hereof.

SECTION 2. EPCOT COMPILATION CODE REGULATIONS UPDATED. The Code Regulations of the EPCOT Compilation of Codes, 2018 Edition, including the 2018 EPCOT Building Code, 2018 EPCOT Electrical Code, 2018 EPCOT Fuel Gas Code, 2018 EPCOT Mechanical Code, and 2018 EPCOT Plumbing Code are hereby amended and adopted as set forth in **Attachment "A"** attached hereto and incorporated herein. Within Attachment "A", the ~~stricken through~~ language are deletions, the underlined language are additions and provisions not included are not being amended. The amendments set forth herein shall be codified. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Resolution or the Code Regulations of the EPCOT Compilation of Codes may be freely made.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a

separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 4. CONFLICTS. In the event of a conflict or conflicts between this Resolution and any other resolution, ordinance/resolution or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law. This Resolution shall apply to and be enforced throughout the unincorporated and incorporated areas of the Central Florida Tourism Oversight District, including within the jurisdictional boundaries of the City of Lake Buena Vista and City of Bay Lake.

SECTION 5. EFFECTIVE DATE. This Resolution will take effect on December 31, 2023 after its adoption.

ADOPTED at a regular meeting of the Board of Supervisors of the Central Florida Tourism Oversight District, held on this 25th day of October 2023.

CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT

Martin Garcia, Chairman of the Board of Supervisors

Attest:

Glen Gilzean, District Administrator

2023 Supplement to the 2018 EPCOT Building Code

APPENDIX A

ADOPTION OF THE APPENDICES AND REFERENCE STANDARDS OF THE EPCOT BUILDING CODE

SECTION A-101
ADMINISTRATION

A-101.1 Scope. The appendices and Standards identified herein shall be enforced in accordance with the provisions of this Code.

A-101.2 Criteria. The Standards listed herein are sponsored by nationally recognized technical and engineering organizations. Where no national standard is available, the EPCOT compilation as listed shall apply. Where the provisions of this Code and the EPCOT Standards are in conflict, the requirements of this Code shall apply.

SECTION A-201
APPENDICES

A-201.1 Legality. The appendices identified in this Subsection are legally a part of this Code and their provisions shall be enforced by the Building Official.

Appendix A	Adoption of the Appendices and Referenced Standards of the EPCOT Building Code
Appendix B	Fire Limits
Appendix C	Calculated Fire Resistance
Appendix D	Regulation of Signs and Outdoor Advertising Structures
Appendix E	Regulation of Private Swimming Pools
Appendix F	Regulation of Building Construction and Demolition Operations
Appendix G	Regulations for Construction of Stages, Enclosed Platforms, Motion Picture Projection Rooms and Open-Air Event or Performance Platforms
Appendix H	Regulation of Commercial Stables
Appendix I	Regulation of Covered Walkways and Malls
Appendix J	Group S-4 Occupancies and Manufactured Buildings
Appendix K	Tentative Requirements Pertaining to Heat Radiation Between Buildings
Appendix L	Tentative Design Criteria for Fire Protection of Exterior Structural Elements
Appendix M	Regulations for Construction of Motion Picture and Television Soundstages
Appendix N	Regulations for Membrane Structures and Tents

Appendix O	Reserved
Appendix P	Regulations Covering Building Dead Loads
Appendix Q	Regulation of Animal Support Facilities
Appendix R	Swimming Pools and Bathing Places

SECTION A-301
EPCOT REFERENCED STANDARDS

A-301.1 Legality. The Standards listed herein are legally part of this Code and their requirements shall be enforced by the Building Official.

EPCOT Standard Number	Title of Standard	Author Designation and Year of Publication
Chapter 5 – Requirements Based on Occupancy		
5-1	Elevators, Dumbwaiters, Escalators, Moving Walks, Manlifts and Transporting Assemblies	EPCOT Compilation
5-2	Health Care Facilities Code	NFPA 99- 2015 <u>2021</u>
5-3	<i>EPCOT Accessibility Code for Building Construction</i>	2018 Edition
5-4	Flammable and Combustible Liquids Code	NFPA 30- 2015 <u>2021</u>
5-5	Liquefied Petroleum Gas Code	NFPA 58- 2014 <u>2020</u>
5-6	Dry Cleaning Plants	NFPA 32- 2011 <u>2016</u>
5-7	Exhaust Systems for Air Conveying of Vapors, Gases, Mists and Particulate Solids	NFPA 91- 2004 <u>2020</u>
5-8	Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures	NFPA 102-2016
5-9	Heliports	NFPA 418-2011
5-10	Acoustics - Laboratory Measurement of Sound Insulation of Building Elements	ISO 10140-5-2010
5-11	Spray Application Using Flammable or Combustible Materials	NFPA 33-2018
5-12	Safety Standard for Amusement Attractions and Amusement Buildings	EPCOT Compilation
5-13	Amusement Ride and Devices	EPCOT Compilation

5-14	Incinerators and Waste and Linen Handling Systems and Equipment	NFPA 82- 2014 2019
5-15	Reconstitution of Irradiated Charpy-Sized Specimens	ASTM E1253- 2013
5-16	Fire Test of Foamed Plastics Used for Decorative Purposes	UL 1975- 2006
5-17	Standard Method of Fire Tests for Flame-Propagation of Textiles and Films	NFPA 701- 10 2019
5-18	Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source	NFPA 253- 15 2019
Chapter 6 – Requirements Based on Type of Construction		
6-1	(a) Part 1 - Fire Tests of Building Construction and Materials	ASTM E119- 2012A 2018b
	(b) Part 2 - Fire-Resistive Time Periods for Building Components	EPCOT Compilation
6-2	Behavior of Materials in a Vertical Tube Furnace at 750° C	ASTM E136- 2012 2019
6-3	Surface Burning Characteristics of Building Materials	ASTM E84- 2013A 2018b
6-4	Surface Burning Characteristics of Building Materials –with Revisions through September 2013	UL 723- 2008 2018
Chapter 7 – General Construction Requirements for Fire Safety		
7-1	Fire Dampers – with Revisions through May 2014	UL 555-2006
7-2	Standard Methods of Fire Tests of Door Assemblies (Withdrawn 1995)	ASTM E52-1984 E2-NFPA 252- 2017
7-3	Standard on Fire Test of Window and Glass Block Assemblies (Withdrawn 1995)	ASTM E463- 1984 E1-NFPA 257-2017
7-4	Smoke Detectors for Fire Alarm Systems	UL 268- 2009 2016
7-5	Tin-Clad Fire Doors – with Revisions through December July 2013 2018	UL 10A-2009
7-6	Fire Doors and Other Opening Protectives	NFPA 80- 2013 2019
7-7	Fire-Retardant Roof Coverings	EPCOT Compilation
7-8	Application of Veneer	EPCOT Compilation
7-9	Smoke and Heat Venting	NFPA 204- 2012 2018
7-10	(a) Installation of Sprinkler Systems	NFPA 13- 2013 2019
7-10	(b) Sprinkler Systems in Low-Rise Residential Occupancies	NFPA 13R- 2013 2019

7-10	(c) Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes	NFPA 13D- 2013 2019
7-11	(a) Low, Medium- and High- Expansion Foam	NFPA 11- 2010 2016
	(b) Medium- and High-Expansion Foam Systems (Withdrawn)	NFPA 11A-1999
7-12	Wetting Agents	NFPA 18-2017
7-13	Dry Chemical Extinguishing Systems	NFPA 17- 2013 2021
7-14	Standpipe and Hose Systems	NFPA 14- 2013 2019
7-15	Portable Fire Extinguishers	NFPA 10- 2013 2018
7-16	Halon 1301 Fire-Extinguishing Systems	NFPA 12A- 2009 2018
7-17	Ventilation Control and Fire Protection of Commercial Cooking Operations	NFPA 96- 2004 2021
7-18	Criteria for Acceptance of Foam Plastics	EPCOT Compilation
7-19	National Fire Alarm and Signaling Code	NFPA 72- 2013 2019
7-20	National Fire Alarm and Signaling Code Installation, Maintenance and Use of Protective Signaling Devices	NFPA 72- 2013 2019
7-21	National Fire Alarm and Signaling Code Automatic Fire Detectors	NFPA 72- 2013 2019
7-22	National Fire Alarm and Signaling Code Installation, Maintenance and Use of Notification appliances for Protective Signaling Systems	NFPA 72- 2013 2019
7-23	National Fire Alarm and Signaling Code Household Fire Warning Equipment	NFPA 72- 2013 2019
7-24	Fire Tests of Through-Penetration Fire Stops	ASTM E814- 2013a(2017)
7-25	Installation of Private Fire Service Mains and Their Appurtenances	NFPA 24-2019
7-26	Inspection, Testing and Maintenance of Water-Based Fire Protection System	NFPA 25- 2014 2020
7-27	National Electrical Code	NFPA 70- 2014 2020
7-28	Air Leakage Tests of Door Assemblies – with Revisions through February 2015	UL 1784- 2001 2015
7-29	Smoke Management Systems in Malls, Atria and Large Spaces Standard for Smoke Control Systems	NFPA 92B- 2009 2018
7-30	Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing	ASTM D2898- 2010(2017)

7-31	Seamless Copper Pipe, Standard Sizes	ASTM B42- 2010 2015a
7-32	Seamless Red Brass Pipe, Standard Sizes	ASTM B43- 2009 2015
7-33	Seamless Copper Tube, Bright Annealed (Metric)	ASTM B68-2011
7-34	Seamless Cooper Water Tube	ASTM B88- 2009 2016
7-35	General Requirements for Wrought Seamless Copper and Copper-Alloy Tube	ASTM B251- 2010 2017
7-36	Seamless Copper Tube for Air Conditioning and Refrigeration Field Service	ASTM B280- 2008 2018
7-37	Cast Copper Alloy Solder Joint Pressure Fittings	ASME B16.18-2012
7-38	Wrought Copper and Copper Alloy Solder Joint Pressure Fittings	ASME B16.22-2001 (R2010)
7-39	Smoke Door Assemblies and Other Opening Protectives	NFPA 105- 2013 2019
7-40	Wet Chemical Extinguishing Systems	NFPA 17A- 2013 2021
7-41	Stationary Pumps for Fire Protection	NFPA 20- 2013 2019
7-42	Carbon Monoxide (CO) Detection and Warning Equipment National Fire Alarm and Signaling Code	NFPA 720- 2015 2019
7-43	Standard Test Methods for Fire Tests of Building Construction and Materials	ASTM E119— 2012A 2018b
7-44	Fire Tests of Building Construction and Materials	UL 263— 11 2011
7-45	Fire Test for Window and Glass Block Assemblies	NFPA 257— 12 2017
7-46	Fire Tests of Window Assemblies	UL 9— 09 2009
7-47	Standard Classification for Abuse-resistant Nondecorated Interior Gypsum Panel Products and Fiber-reinforced Cement Panels	ASTM C1629/C1629M— 06 (2011)2018a
7-48	Fire Safety and Emergency Symbols	NFPA 170— 15 2018
7-49	Standard Test Method for Photopic Luminance of Photoluminescent (Phosphorescent) Markings	ASTM E2073- 10 2010
7-50	Luminous Egress Path Marking Systems—with Revisions through November 2010	UL 1994— 04 2015
7-51	Performance of Exterior Windows, Curtain Walls, Doors and Impact Protective Systems Impacted by Windborne Debris in Hurricanes	ASTM E1996— 05, 06, 09, 2012a or 2014a, 2017, or 2020
7-52	Test Method for Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by Missiles and Exposed to Cyclic Pressure Differentials	ASTM E1886— 02 or 05 or 12 or 2013a, or 2019

Chapter 9 – Design Requirements		
9-1	Laboratory Compaction Characteristics of Soil Using Modified Effort	ASTM D1557-2012e1
9-2	Density and Unit Weight of Soil in Place by the Sand-Cone Method	ASTM D1556-2007
9-3	Deep Foundations Under Static Axial Compressive Load	ASTM D1143/D1143M - 2007(2013)e1!
9-4	Establishing Allowable Stresses for Round Timber Piles	ASTM D2899-2012
9-5	Round Timber Piles	ASTM D25-2012(2017)
9-6	Welded and Seamless Steel Pipe Piles	ASTM A252-2010(2018)
9-7	Minimum Design Loads for Buildings and Other Structures	ASCE 7- 2010 2022
9-8	Approval Standard for Class 1 Insulated Steel Deck Roofs	FM 4450-1989
9-9	Approval Standard for Single-Ply, Polymer-Modified Bitumen Sheet, Built-Up Roof (BUR) and Liquid Applied Roof Assemblies for use in Class 1 and Noncombustible Roof Deck Construction	FM 4470-2016
9-10	Tests for Uplift Resistance of Roof Assemblies – with Revisions through October 2013	UL 580-2006
9-11	Uplift Tests for Roof Covering Systems – with Revisions through September 2015	UL 1897- 2012 2015
9-12	Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference	ASTM E1592-2005 (2012 2017)
Chapter 10* - Requirements Based On Quality, Design and Application of the Materials of Construction		
*The listing of EPCOT Standards for Chapter 10, because of its length, is subdivided into sections for each material. Except when Test Method is indicated, the Standard is a specification.		
Section 1002-Aluminum		
1002-1	Aluminum Design Manual: Part 1 – A Specification for Aluminum Structures	ADM1- 2015 2020
1002-2	Aluminum and Aluminum-Alloy Sheet and Plate	ASTM B209- 2010 2014
1002-3	Aluminum and Aluminum-Alloy Drawn Seamless Tubes	ASTM B210-2012
1002-4	Aluminum and Aluminum-Alloy Rolled or Cold Finished Bars, Rods and Wire	ASTM B211-2012e1

1002-5	Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes	ASTM B221-2014
1002-6	Aluminum and Aluminum-Alloy Drawn Seamless Tubes for Surface Condensers, Evaporators and Heat Exchangers	ASTM B234-2017
1002-7	Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube	ASTM B241/B241M-2016
1002-8	Aluminum and Aluminum-Alloy Die Forgings, Hand Forgings and Rolled Ring Forgings	ASTM B247-2015
1002-9	Aluminum-Alloy 6061-T6 Standard Structural Profiles	ASTM B308/B308M-2010
1002-10	Structural Welding Code-Aluminum	AWS D1.2
1002-11	Aluminum and Aluminum-Alloy Rivet and Cold-Heading Wire and Rods	ASTM B316/B316M-2015
1002-12	Aluminum-Alloy Extruded Structural Pipe and Tube	ASTM B429/B429M-2010el
Section 1003-Concrete Construction		
1003-1	Building Code Requirements for Structural Concrete	ACI 318 20142019
1003-2	Reserved	
1003-3	Portland Cement	ASTM C150/C150M- 20122018
1003-4	Reserved	
1003-5	Blended Hydraulic Cements	ASTM C595-2013
1003-6	Concrete Aggregates	ASTM C33/C33M 20132018
1003-7	Lightweight Aggregates for Structural Concrete	ASTM C330/C330M- 20092017a
1003-8	Organic Impurities in Fine Aggregates for Concrete	ASTM C40/C40M-2019
1003-9	Air-Entraining Admixtures for Concrete	ASTM C260/C260M-2016
1003-10	Chemical Admixtures for Concrete	ASTM C494/C494M-1999
1003-11	Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete	ASTM C618-2012a
1003-12	Deformed and Plain Billet-Steel Bars for Concrete Reinforcement	ASTM A615/A615M-2012
1003-13	Rail-Steel Deformed and Plain Bars for Concrete Reinforcement (Withdrawn)	ASTM A616-1979

1003-14	Axle-Steel Deformed and Plain Bars for Concrete Reinforcement (Withdrawn)	ASTM A617-1979
1003-15	Welded Deformed Steel Bar Mats for Concrete Reinforcement -- Withdrawn	ASTM A184/A184M-2017
1003-16	Steel Wire, Plain, for Concrete Reinforcement -- Withdrawn	ASTM A82-2002
1003-17	Steel-Welded Wire Reinforcement, Plain for Concrete	ASTM A185-2002
1003-18	Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416/A416M 2012A2017a
1003-19	Uncoated Stress-Relieved Steel Wire for Prestressed Concrete	ASTM A421/A421M-2015
1003-20	Structural Welding Code-Reinforcing Steel	AWS D1.4/D1.4M- 2011-2018-AMD1
1003-21	Low and Intermediate Tensile Strength Carbon Steel Plates	ASTM A283/A283M- 2012A2018
1003-22	Index of Specifications for Ductile-Iron Pressure Pipe	ASTM A377-2018
1003-23	Selecting Proportions for Normal, Heavyweight and Mass Concrete	ACI 211.1-1991 (Reapproved 2009)
1003-24	Selecting Proportions for Structural Lightweight Concrete	ACI 211.2-1998 (Reapproved 2004)
1003-25	Evaluation of Strength Test Results of Concrete	ACI 214R-2011
1003-26	Making and Curing Concrete Test Specimens in the Laboratory	ASTM C192/C192M-2018
1003-27	Sampling Freshly Mixed Concrete	ASTM C172- 20102017
1003-28	Compressive Strength of Cylindrical Concrete Specimens	ASTM C39-2018
1003-29	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	ASTM C42/C42M-2018a
1003-30	Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496/C496M-2017
1003-31	Ready-Mixed Concrete	ASTM C94/C94M- 20132017a
1003-32	Design and Control of Concrete Mixtures	PCA 15 th Edition
The following Standards appearing in other Sections also shall apply to Section 1003:		
EPCOT Standard Number	Title of Standard	Author Designation and Year of Publication

1009-12	Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless Specification for Cast Iron Soil Pipe and Fittings	ASTM A53-2018
Section 1004-Gypsum Concrete and Precast Gypsum		
1004-1	Reinforced Gypsum Concrete	EPCOT Compilation
1004-2	Physical Testing of Gypsum, Gypsum Plaster and Gypsum Concrete	ASTM C472-1999 (2009 2014)
1004-3	Physical Testing of Gypsum Panel Products	ASTM C473- 2012 2017
1004-4	Gypsum Concrete	ASTM C317/C317M-2000 (2010 2015)
1004-5	Chemical Analysis of Gypsum and Gypsum Products	ASTM C471M-2001
The following Standards appearing in other Sections also shall apply to Section 1004:		
EPCOT Standard Number		Author Designation and Year of Publication
1003-16		ASTM A82- 2002
1003-17		ASTM A185/A185M- 2006 (2011)
1003-20		AWS D1.4/D1.4M- 2011
1007-9		ASTM C28/C28M- 2010
1009-20		ASTM A242/A242M- 2013
Section 1005-Glass and Glazing		
1005-1	Architectural Glazing Material	CPSC 16 CFR Part 1201-2002
1005-2	Safety Glazing Materials Used in Buildings -- Safety Performance Specifications and Methods of Test	ANSI Z97.1-2014
1005-3	Building Code Requirements for Masonry Structures	ACI 530-2013 ASCE 5-2013 TMS 402-2016
Section 1006-Masonry		
1006-1	Building Code Requirements for Masonry Structures	ACI 530-2013 ASCE 5-2013 TMS 402-2016
1006-2	Masonry Structures	ACI 530.1-2013 ASCE 6-2013 TMS 602-2016
1006-3	Building Brick (Solid Masonry Units Made from Clay or Shale)	ASTM C62- 2013 2017

1006-4	Calcium Silicate Brick (Sand-Lime Brick)	ASTM C73- 2010 2017
1006-5	Facing Brick (Solid Masonry Units Made from Clay or Shale)	ASTM C216- 2013 2017a
1006-6	Concrete Building Brick	ASTM C55- 2011 2017
1006-7	Load-Bearing Concrete Masonry Units	ASTM C90- 2014 2016a
1006-8	Reserved	
1006-9	Non-Load-Bearing Concrete Masonry Units	ASTM C129-2017
1006-10	Structural Clay Load-Bearing Wall Tile	ASTM C34-2017
1006-11	Structural Clay Non-Load-Bearing Tile	ASTM C56-2017
1006-13	Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units	ASTM C126-2018
1006-14	Structural Clay Facing Tile	ASTM C212-2017
1006-16	Masonry Cement	ASTM C91/C91M- 2012 2018
1006-17	Quicklime for Structural Purposes	ASTM C5- 2010 2018
1006-18	Hydrated Lime for Masonry Purposes	ASTM C207-2018
1006-19	Finishing Hydrated Lime	ASTM C206- 2013 2014
1006-20	Blended Hydraulic Cements	ASTM C595/C595M- 2013 2018
1006-21	Aggregates for Masonry Mortar	ASTM C144-2018
1006-22	Aggregates for Masonry Grout	ASTM C404-2018
1006-23	Mortar for Unit Masonry	ASTM C270- 2012a 2014a
1006-24	Sampling and Testing Brick and Structural Clay Tile	ASTM C67- 2013 2018
1006-25	Sampling and Testing Concrete Masonry Units and Related Units	ASTM C140/C140M- 2013 2018
1006-26	Packaged, Dry Combined Materials for Surface Bonding Mortar	ASTM C887- 2005 (2010)2013
1006-27	Building Brick (Solid Masonry Units Made from Clay or Shale)	ASTM C62- 2013 2017
1006-28	Lightweight Aggregates for Concrete Masonry Units	ASTM C331- 2010 2017
1006-29	Grout for Masonry	ASTM C476- 2002 2019
1006-30	Sampling and Testing Grout	ASTM C1019-2018

The following Standards appearing in other Sections also shall apply to Section 1006:		
EPCOT Standard Number		Author Designation and Year of Publication
1003-3		ASTM C150/C150M- 2012
1003-12		ASTM A615/A615M- 2012
1003-13		ASTM A616- 1979
1003-14		ASTM A617- 1979
1003-15		ASTM A184/A184M- 2017
1003-16		ASTM A82- 2007
1003-17		ASTM A185- 2007
Section 1007 - Plastering, Lathing and Installation of Wallboard		
1007-1	(a) Application of Portland Cement-Based Plaster	ASTM C926- 2015b <u>2018b</u>
	(b) Interior Lathing and Furring	ASTM C841-2003 (2008 <u>2018</u>) e1
1007-2	Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster	ASTM C1063- 2015a <u>2018b</u>
1007-3	Gypsum Wallboard -- Withdrawn	ASTM C36/C36M-2003
1007-4	Application and Finishing of Gypsum Panel Products	GA 216- 2013 <u>2018</u>
1007-5	Gypsum Backing Board, Gypsum, Coreboard and Gypsum Shaftliner Board -- Withdrawn	ASTM C442/C442M-2004
1007-6	Treated Core and Non-Treated Core Gypsum Sheathing Board	ASTM C79-2004a
1007-7	Gypsum Lath	ASTM C37/C37M-2001
1007-8	Inorganic Aggregates for Use in Gypsum Plaster	ASTM C35-1995 (2009 <u>2014</u>)
1007-9	Gypsum Plasters	ASTM C28/C28M-2010(<u>2015</u>)
1007-10	Gypsum Casting Plaster and Molding Plaster	ASTM C59/C59M-2000 (2011 <u>2015</u>)
1007-11	Finishing Hydrated Lime	ASTM C206- 2013 <u>2014</u>
1007-12	Gypsum Keene's Cement	ASTM C61/C61M-2000 (2011 <u>2015</u>)

1007-13	Adhesives for Fastening Gypsum Wallboard to Wood Framing	ASTM C557-2003(2009 <u>2017</u>) e01
1007-14	Joint Compound and Joint Tape for Finishing Gypsum Wallboard	ASTM C475/C475M- 2012 <u>2017</u>
The following Standards appearing in other Sections also shall apply to Section 1007:		
EPCOT Standard Number		Author Designation and Year of Publication
1003-3		ASTM C150/C150M- 2012
1003-5		ASTM C595/C595M- 2013
1003-15		ASTM A184/A184M- 2006 (2017)
1006-16		ASTM C91/C91M- 2012
Section 1008-Plastics		
1008-1	Ignition Temperature of Plastics	ASTM D1929- 2012 <u>2016</u>
1008-2	Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position	ASTM D635- 2010 <u>2014</u>
1008-3	Density of Smoke from the Burning or Decomposition of Plastics	ASTM D2843- 2010 <u>2016</u>
Section 1009-Steel		
1009-1	Structural Steel Buildings (Supersedes AISC 335-1989s1)	ANSI/AISC 360- 2010 <u>2016</u>
1009-2	(a) North American Specification for the Design of Cold-Formed Steel Structural Members	AISI S100- 2016 (2020) <u>w/S2-2020</u>
	(b) Design of Cold-Formed Stainless Steel Structural Members	ASCE 8- 2014 <u>2002</u>
1009-3	(a) Open-Web Steel Joists, K-Series	SJI K-Series- 2010 <u>2015</u>
	(b) Longspan Steel Joists, LH-Series and Deep Longspan Steel Joists, DLH-Series	SJI LH/DLH-Series- 2010 <u>2015</u>
	(c) Load Tables and Weight Tables for Steel Joists and Joist Girders K-Series, LH-Series, DHL-Series, Joist Girders	SJI 4445th Edition- 2015 <u>2020</u>
	(d) Code of Standard Practice for Steel Joists and Joist Girders	SJI COSP- 2010 <u>2020</u>
1009-4	Structural Applications of Steel Cables for Buildings	ASCE 19-2016
1009-5	(a) Structural Welding Code - Steel	AWS D1.1- 2010 <u>2020</u>

	(b) Structural Welding Code - Sheet Steel	AWS D1.3- 2008 <u>2018</u>
1009-6	Structural Joints Using High Strength Bolts	RCSC- 2009 <u>2020</u>
1009-7	Carbon Structural Steel	ASTM A36/A36M- 2008 <u>2014</u>
1009-8	Steel Casting, Carbon, for General Application	ASTM A27/A27M-2017
1009-9	Gray-Iron Castings	ASTM A48/A48M-2003 (2016)
1009-10	(a) Carbon Steel Electrodes and Rods for Gas-Shielded Arc Welding	AWS A5.18/A5.18M-2017
	(b) Carbon Steel Electrodes for Flux-Cored Arc Welding	AWS A5.20/A5.20M-(R2015)
1009-11	Reserved	
1009-12	Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless Specification for Cast-Iron Soil Pipe and Fittings	ASTM A53-2018
1009-13	Structural Steel (SS), Sheet, Carbon, Coil-Rolled (Withdrawn)	ASTM A611-1997
1009-14	Steel, Sheet and Strip, Carbon, Hot-Rolled (Withdrawn)	ASTM A570/A507M-1998
1009-15	Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength	ASTM A307-2014
1009-16	Structural Bolts, Steel, Heat-Treated, 120/105 ksi Minimum Tensile Strength	ASTM A325-2009
1009-17	Quenched- and Tempered-Alloy Steel Bolts, Studs, and other Externally Threaded Fasteners	ASTM A354-2017
1009-18	Steel, Sheet and Strip, High-Strength, Low-Alloy, Hot-Rolled and Code-Rolled, with Improved Atmospheric Corrosion Resistance	ASTM A606/A606M-2018
1009-19	Steel, Sheet and Strip, High-Strength, Low-Alloy, Columbium and/or Vanadium Hot-Rolled and Cold-Rolled (Withdrawn 2000)	ASTM A607-1998
1009-20	High-Strength, Low-Alloy Structural Steel	ASTM A242/A242M-2018
1009-21	High-Strength, Low-Alloy Columbium-Vanadium Structural Steel	ASTM A572/A572M-2012A
1009-22	Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality (Withdrawn 1994)	ASTM A446/A446M-1993
1009-23	Hex Cap Screws, Bolts, and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use	ASTM A449-2014

1009-24	Heat-Treated, Steel Structural Bolts, Alloy Steel, Heat Treated 150 ksi Minimum Tensile Strength	ASTM A490-2008b
1009-25	Rivets, Steel, Structural	ASTM A502-2003 (2015)
1009-26	High-Strength, Low-Alloy Columbium-Vanadium Structural Steel	ASTM A572/A572M- 2012A <u>2018</u>
1009-27	Seamless Carbon Steel Pipe for High-Temperature Service	ASTM A106/A106M-2018
1009-28	Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes	ASTM A500/A500M-2018
1009-29	Hot-Formed Welded and Seamless Carbon Steel Structural Tubing	ASTM A501-2014
1009-30	Steel Castings, High-Strength for Structural Purposes	ASTM A148/A148M-2015
1009-31	Steel Forgings, Carbon and Alloy, for General Industrial Use	ASTM A668/A668M-2013el
1009-32	High-Strength, Low-Alloy Structural Steel with 50 psi Minimum Yield Point with Atmospheric Corrosion Resistance	ASTM A588/A588M- 2010 <u>2015</u>
1009-33	Steel Bars, Carbon, Merchant Quality, Mechanical Properties	ASTM A663/A633M-2017
1009-34	Steel Bars, Carbon, Hot-Wrought, Special Quality, Mechanical Properties	ASTM A675/A675M-2014
1009-35	Mechanical Testing of Steel Products	ASTM A370-018
1009-36	High-Yield-Strength, Quenched- and Tempered-Alloy Steel Plate, Suitable for Welding	ASTM A514/A514M-2018
1009-37	High-Strength Carbon-Manganese Steel of Structural Quality	ASTM A529/A529M-2014
1009-38	Steel Joists Shop Primer/Metal Building Primer	SSPC-Paint 15
1009-39	Steel Deck Institute Design Manual for Composite Decks, Form Decks and Roof Decks	SDI # 31-2007
1009-40	Structural Steel Buildings	AISC 360-2016
The following Standards appearing in other Sections apply to the use of steel pipe piles, welding and reinforcing steel:		
EPCOT Standard Number		Author Designation and Year of Publication
9-6		ASTM A252- 2010
1003-12		ASTM A615/A615M- 2012

1003-13		ASTM A616-1979 (Withdrawn)
1003-14		ASTM A617-1979 (Withdrawn)
1003-15		ASTM A184/A184M 2006 (2017)
1003-16		ASTM A82-2002
1003-17		ASTM A185-2002
1003-18		ASTM A416/A416M 2012A
1003-19		ASTM A421/A421M 2015
1003-20		AWS D1.4/D1.4M-2011
1003-21		ASTM A283/A283M 2012a
1003-22		ASTM A377-2003-(2018)e1
Section 1010-Wood		
1010-1	(a) National Design Specification (NDS) for Wood Construction	ANSI/AWC NDS-2018
	(b) Special Design Provisions for Wind and Seismic	ANSI/AWC SDPWS-20152021
1010-2	(a) Span Tables for Joists and Rafters	AF&PA-2012
	(b) Design Values for Joists and Rafters	AF&PA-2005
1010-3	Wood Construction Data --Plank-and-Beam Framing for Residential Buildings	AWC WCD4-2003
1010-4	Structural Glued-Laminated Timber of Softwood Species – Design Requirements – Standard Specifications for Structural Glued-Laminated Timber of Softwood Species – Manufacturing Requirements	AITC 117-2010
1010-5	Reserved	
1010-6	Reserved	
1010-7	Reserved	
1010-8	Plywood Design Specification (Revised 1998)	APA PDS-Y510J-2004
1010-9	Wood	
1010-10	Establishing Structural Grades and Related Allowable Properties for Visually Graded Lumber	ASTM D245-2006 (2011)

1010-11	Grades of Southern and Tidewater Red Cypress	SCMA-June 1, 1986
1010-12	Southern Pine Inspection Bureau Grading Rules	SPIB-2014
1010-13	Standard Grading Rules for West Coast Lumber	WCLIB 17-2004
1010-14	Grades of California Redwood Lumber	California Redwood Association-2000 Edition
1010-15	Western Lumber Grading Rules	WWPA 2011
1010-16	Official Grading Rules for Northern Hardwood and Pine	NHPMA
1010-17	Standard Grading Rules for North-eastern Lumber	NeLMA-2013
1010-18	Structural Glued-Laminated Timber	ANSI A190.1-20122017
1010-19	Structural Plywood	NIST-2009
1010-20	(a) All Timber Products – Preservative Treatment by Pressure Processes (Withdrawn)	AWPA C1-2003
	(b) Lumber, Timber, Bridge Ties and Mine Ties – Preservative Treatment by Pressure Processes (Withdrawn)	AWPA C2-2002
	(c) Piles – Preservative Treatment by Pressure Processes (Withdrawn)	AWPA C3-2003
	(d) Poles – Preservative Treatment by Pressure Processes (Withdrawn)	AWPA C4-2003
	(e) Sawn Timber Piles Used To Support Residential and Commercial Structures (Withdrawn)	AWPA C24-2003
	(f) Posts – Pressure Treatment (Withdrawn)	AWPA C5-2003
	(g) Plywood – Preservative Treatment by Pressure Processes (Withdrawn)	AWPA C9-2003
	(h) Wood Block for Floors and Platforms Pressure Treatment (Withdrawn)	AWPA C11-2001
	(i) Wood for Commercial-Residential Construction – Preservative Treatment by Pressure Processes (Withdrawn)	AWPA C15-2003
	(j) Round Poles and Posts Used in Building Construction – Preservative Treatment by Pressure Processes (Withdrawn)	AWPA C23-2003
	(k) Structural Glued-Laminated Members and Laminations Before Gluing (Withdrawn)	AWPA C28-2003
1010-21	(a) Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing	ASTM D2898-2010(2017)

	(b) Hygroscopic Properties of Fire-Retardant-Treated Wood and Wood-Base Products	ASTM D3201/D3201M-2013
	(c) Structural Lumber, Fire-Retardant Pressure Treatment (Withdrawn)	AWPA C20-2002
	(d) Plywood -- Fire-Retardant Treated by Pressure Processes (Withdrawn)	AWPA C27-2002
1010-22	Piles and Poles, Wood (Cancelled)	ANSI 05.1-2002
1010-23	Federal Specification for Insulation Board, Thermal (Cellulosic Fiber) (Cancelled)	LLL-1-535B-1977
1010-24	Fiberboard Nail-Base Sheathing (Withdrawn 1992)	ASTM D2277-1987
1010-25	Federal Specifications for Nails, Brads, Staples and Spikes: Wire, Cut and Wrought	FF-N-105B-March 17, 1971
1010-26	Cellulostic Fiber Insulating Board	ASTM C208-2012(2017)e1 ASTM C209-1998
1010-27	(a) Basic Hardboard	AHA A135.4-20122004
	(b) Prefinished Hardboard Paneling	AHA A135.5-20122004
	(c) Hardboard Siding	AHA A 135.6-20121998
1010-28	Particleboard	ANSI A208.1-2009
1010-29	Evaluating Properties for Wood-Base Fiber and Particle Panel Materials	ASTM D1037-2012
1010-30	APA Engineered Wood Construction Guide, Form E30	APA EWCGE30-2019
1010-31	National Design Standard For Metal-Plate-Connected Wood Truss Construction	TPI 1-2014
1010-32	Performance Standards and Policies for Structural-Use Panels	APA PRP108-2021
1010-33	Adhesives for Field-Glueing Plywood to Wood Framing	APA AFG-01-March 1991
1010-34	Wood Construction Data No. 6, Design of Wood Frame Structures for Permanence	AF&PA WCD6-2006
1010-35	Test Method for Evaluating the Flexural Properties of Fire-Retardant-Treated Softwood Plywood Exposed to the Elevated Temperatures	ASTM D5516-20092018
1010-36	Technical Report No. 7, The Permanent Wood Foundation Design Specification System (Replaced)	AF&PA TR-7-March-1987 PWF-2007
1010-37	Zinc Coating (Hot-Dip) on Iron and Steel Hardware	ASTM A153/A153M-20092016a

1010-38	Coatings of Zinc Mechanically Deposited on Iron and Steel Strip for Building Construction	ASTM B695-2004(20092016)
The following Standard referenced in other Sections shall also apply to Section 1010:		
EPCOT Standard Number		Author Designation and Year of Publication
6-3		ASTM E84-2013A
7-8		EPCOT Compilation
9-4		ASTM D2899-2017
9-5		ASTM D25-2012
1007-1		ASTM C926-2015b
Section 1011 – Thermal Insulating Material		
1011-1	<i>EPCOT Energy Efficiency Code for Building Construction</i>	2018
1011-2	Energy Standard for Buildings, Except Low-Rise Residential Buildings, 1-P Edition excluding section 9.4.1.1(g)	ANSI/ASHRAE/IESNA 90.1-20162013
1011-3	Advanced Energy Design Guide for Small Office Buildings (Guide)	ASHRAE-2004
Appendix D – Regulation of Signs and Outdoor Advertising Structures		
D-1	Standard for Electric Signs	UL 48-11
D-2	Enclosures for Electrical Equipment, Non-Environmental Considerations	UL 50-15
Appendix N – Regulations for Membrane Structures and Tents		
N-1	Standard Practice for Design, Manufacture, Operation, and Maintenance of Inflatable Amusement Devices	ASTM F2374-2017
Appendix R – Swimming Pools and Bathing Places		
R-1	Equipment for Pools, Spas, Hot Tubs and Other Recreational Water Facilities	NSF/ANSI 50-20112019
R-2	Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs	ASTM F1346-1991 (2010)
R-3	Public Swimming Pools	ANSI/NSPI-1-2003
R-4	Public Spas	ANSI/NSPI-2-1999
R-5	Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs and Catch Basins	ANSI/APSP-7-2013
R-6	Drinking Water Treatment Chemicals – Health Effects	NSF/ANSI 60-2005

R-7	Dimensional Standards	National Collegiate Athletic Association-1998
R-8	Federation Internationale de Natation Amateur Handbook	FINA 1998-2000 2005-2009
R-9	Official Rules of Diving & Code Regulation of United States Diving, Inc.	1998-1999
R-10	United States Swimming Rules and Regulations	1998
R-11	National Federation of State High School Associations	1997-1998
R-12	Federation Internationale de Natation Amateur Handbook	FINA 2005-2009
R-13	National Electrical Code	NFPA 70- 2014 2020
R-14	Suction Fitting for use in Pools, Wading Pools, Spas, Hot Tubs and Whirlpool Bathtub Appliances	ASME/ANSI A112.19.8-2007
R-15	USEPA Ultraviolet Disinfectant Guidance Manual	EPA 815-R-06-007-Nov. 2006
EPCOT Standard 5-1		
5-1-1	Safety Code for Elevators and Escalators – with A17.1a/CSA B44-2013	ASME A17.1- 2013 2019
5-1-2	Guide for Inspection of Elevators, Escalators, and Moving Walks	ASME A17.2-2012
5-1-3	Safety Standard for Belt Manlifts	ASME A90.1- 2009 2015
5-1-4	Safety Standard for Conveyors and Related Equipment	ASME B20.1- 2009 2021
5-1-5	Safety Code for Existing Elevators and Escalators	ASME A17.3- 1996 2020
5-1-6	Safety Standard for Platform Lifts and Stairway Chairlifts	ASME A18.1- 2008 2020
5-1-7	Elevator and Escalator Electrical Equipment	ASME A17.5- 2019

2023 Supplement to the 2018 EPCOT Electrical Code

ARTICLE 80

ADMINISTRATION

80.2 Definitions. The following words and phrases, when used in this Code, shall have the meaning as indicated in this Section:

- (a) **Chief Electrical Inspector.** The duly appointed individual who shall be responsible for the issuance of electrical permits and the inspection of all authorized work thereunder.
- (b) **Electrical construction.** Installation, demolition, remodeling, repair or extension of any materials used in systems of electrical wiring for light, alarm, heat, power, signaling, remote control, power-limited, solar photovoltaic, electronic computer/data processing and/ or communication circuits, and all equipment used in connection therewith.
- (c) **Electrical Contractor.** A person, firm or corporation engaging in the business of electrical construction. The person in charge of the electrical installations for such person, firm or corporation shall be qualified as a master electrician according to the provisions of this Code, and shall possess a valid master electrician's Certificate of Competency.
- (d) **National Electrical Code.** The *National Electrical Code*, ~~2014~~2020 Edition, as published by the National Fire Protection Association (NFPA) and further identified as ANSI/NFPA 70—~~2014~~2020 by the American National Standards Institute (ANSI).

2023 Supplement to the 2018 EPCOT Fuel Gas Code

CHAPTER 11

REFERENCED STANDARDS

This Chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title, and the section or sections of this document that reference the standard.

AGA

American Gas Association
400 North Capitol Street, NW
Suite 450
Washington, DC 20001
www.aga.org

Standard Reference number	Title	Referenced in code section number
3— 1987	Requirements for Gas Connectors for Connection of Fixed Appliances for Outdoor Installation, Park Trailers and Manufactured (Mobile) Homes to the Gas Supply	315.6

ANSI

American National Standards Institute
25 West 43rd Street
4th Floor
New York, NY 10036
www.ansi.org

Standard Reference number	Title	Referenced in code section number
LC-1/CSA 6.26— 2013	Fuel Gas Piping Systems Using Corrugated Stainless Steel Tubing (CSST)	306.2
Z21.8—94 (R2002 2012)	Installation of Domestic Gas Conversion Burners	512
Z21.10.1/CSA 4.1— 12 2017	Gas Water Heaters--Volume I--Storage, Water Heaters with Input Ratings of 75,000 Btu per Hour or Less	504.6.1
Z21.10.3/CSA 4.3— 11 2017	Gas Water Heaters--Volume III--Storage, Water Heaters with Input Ratings Above 75,000 Btu per Hour, Circulating and Instantaneous	504.6.1
Z21.12—90(R2000)	Draft Hoods	604.4
Z21.15/CSA 9.1— 2009 (R2014)	Manually Operated Gas Valves for Appliances, Appliance Connector Valves and Hose End Valves	306.10
Z21.21— 2015	Automatic Valves for Gas Appliances	306.10
Z21.69/CSA 6.16— 09 2015	Connectors for Movable Gas Appliances	403.1.1
Z83.4/CSA 3.7— 12 2017	Non-Recirculating Direct-Gas-Fired Industrial Air Heaters	514.1.1
Z83.18— 12 2017	Recirculating Direct-Gas-Fired Industrial Air Heaters	515.1.1

API

American Petroleum Institute
1200 L Street, NW

Standard Reference number	Title	Referenced in code section number
1104— 20 14	Welding of Pipelines and Related Facilities—20th Edition, Includes Errata 1 (2007) and 2 (2008)	306.5.3

ASHRAE

ASHRAE
1791 Tullie Circle NE
Atlanta, GA 30329
www.ashrae.org

Standard Reference number	Title	Referenced in code section number
ASHRAE Handbook — 20 12	HVAC Systems and Equipment	507.6

ASME

American Society of Mechanical Engineers
Three Park Avenue
New York, NY 10016
www.asme.org

Standard Reference number	Title	Referenced in code section number
B1.20.1— 83(R2006) 2013(R2018)(Reaffirmed 2006)	Pipe Threads, General Purpose (Inch)	307.1
B16.1— 10 2020	Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125 and 250	309.15.1
B16.20— 20 17	Metallic Gaskets for Pipe Flanges	309.15.1
B16.33— 20 12(R2017)	Manually Operated Metallic Gas Valves for Use in Gas Piping Systems up to 125 psig (Sizes 1/2 through 2)	306.10
B31.1— 20 12	Power Piping	306.5.3
B36.10M— 04 2018	Welded and Seamless Wrought-Steel Pipe	306.1, 902.1.1
BPVC— 10/11 addenda 2019	ASME Boiler and Pressure Vessel Code (2007) Edition	306.5.3

ASTM

ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428
www.astm.org

Standard Reference number	Title	Referenced in code section number
A53/A53M— 12 2018	Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless	306.1
A106/A106M— 11 2018	Seamless Carbon Steel Pipe for High-Temperature Service	306.1
A254— 97(07) 2010(2018)	Copper-Brazed Steel Tubing	306.2
A539— 19 99 (Withdrawn 2004)	Electric-Resistance-Welded Coiled Steel Tubing for Gas and Fuel Oil Lines	306.2, 902.1.1
B88— 09 2016	Seamless Copper Water Tube	306.2, 902.1.1
B280— 08 2018	Seamless Copper Tube for Air-Conditioning and Refrigeration Field Service	306.2, 902.1.1

D2385— 19 87 (Withdrawn 1995)	Test for Hydrogen Sulfide and Mercaptan Sulfur in Natural Gas (Cadmium-Sulfate Iodometric Titration Method)	306.1, 306.2
D2420— 20 13	Test for Hydrogen Sulfide in Liquefied Petroleum (LP) Gases (Lead Acetate Method)	306.1 306.2
D2513— 13e1 2018A	Polyethylene (PE) Gas Pressure Pipe, Tubing and Fittings	306.3, 902.1.1, 1005.1
D2517— 20 06 (2011)	Reinforced Epoxy Resin Gas Pressure Pipe and Fittings	306.3
D2683— 20 14	Socket-Type Polyethylene for Outside Diameter-Controlled Polyethylene (PG) Pipe	902.1.1
D3261- 20 12e1	Butt Heat-Fusion Polyethylene Plastic Fittings for Polyethylene Plastic Pipe and Tubing	902.1.1

CODES

This model code is intended to be utilized in conjunction with the other model codes that are adopted by the jurisdiction.

Standard Reference number	Title	Referenced in code section number
	<i>EPCOT Building Code—2018 Edition</i>	105, 111.1, 201.3, 309.1, 407, 709
	<i>EPCOT Energy Efficiency Code for Building Construction—2018 Edition</i>	525.1
	<i>EPCOT Fire Prevention Code—2018 Edition</i>	201.3
	<i>EPCOT Mechanical Code—2018 Edition</i>	107, 201.3, 507.9, 507.12
	<i>EPCOT Plumbing Code—2018 Edition</i>	201.3, 504.2.2, 507.14.3

GAMA

[Gas Appliance Manufacturers Association](#)
[\[Formerly The Hydronics Institute \(HYDI\)\]](#)
 2107 Wilson Boulevard
 Suite 600
 Arlington, VA 22201
www.gamanet.org

<u>Standard Reference number</u>	<u>Title</u>	<u>Referenced in code section number</u>
<u>IBR 200—1989</u>	<u>Installation Guide for Residential Hydronic Heating Systems</u>	<u>507.6</u>
<u>IBR 250—1995</u>	<u>Advanced Installation Guide for Hydronic Heating Systems</u>	<u>507.6</u>

HUD

US Department of Housing and Urban Development
 451 7th Street, SW
 Washington, DC 20410

Standard Reference number	Title	Referenced in code section number
24 CFR, Part 3280— 20 08	Manufactured Home Construction and Safety Standards	406



Gas Appliance Manufacturers Association
(Formerly The Hydronics Institute (HYDI))
2407 Wilson Boulevard
Suite 600
Arlington, VA 22201
www.gamanet.org
(Note: Move to proper alpha order)

Standard Reference number	Title	Referenced in code section number
IBR 200—1989	Installation Guide for Residential Hydronic Heating Systems	507.6
IBR 250—1995	Advanced Installation Guide for Hydronic Heating Systems	507.6

MSS

Manufacturers Standardization Society of the
Valve and Fittings Industry
127 Park Street, Northeast
Vienna, VA 22180
www.mss-hq.com

Standard Reference number	Title	Referenced in code section number
SP 6— 20 12	Standard Finishes for Contact Faces of Pipe Flanges and Connecting-End Flanges of Valves and Fittings	309.15.1

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169
www.nfpa.org

Standard Reference number	Title	Referenced in code section number
37— 15 2018	Stationary Combustion Engines and Gas Turbines	524
52—2019	Vehicular Natural Gas Fuel Systems	529
54—2018	National Fuel Gas Code	611.1
70— 14 2020	National Electrical Code	309.12.1, 404.1

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504.8.1 Solid fuel-exhaust hoods. A separate system and individual duct system shall be provided exclusively for solid fuel-cooking equipment in accordance with ~~Chapter 14 of~~ NFPA 96. When a powered ventilation system is provided, the solid fuel-exhaust system shall be provided with an emergency source of power.

CHAPTER 16

REFERENCED STANDARDS

This Chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title, and the section or sections of this document that reference the standard.

ACCA

Air-Conditioning Contractors of America
2800 Shirlington Road
Suite 300
Arlington, VA 22206
www.acca.org

Standard Reference number	Title	Referenced in code section number
Manual D-- 44 2016	Residential Duct Systems	602
Manual J - 2006	Residential Load Calculation, Eighth Edition	A-102
Manual N - 2011	Commercial Load Calculation, Fifth Edition	A-102
Manual Q - 1990	Commercial Low-Pressure, Low-Velocity Duct System Design, First Edition	602

ACGIH

American Conference on Governmental Industrial Hygienists
1330 Kemper Meadow Drive
Cincinnati, OH 45240
www.acgih.org

Standard Reference number	Title	Referenced in code section number
ACGIH Manual	Industrial Ventilation: A Manual of Recommended Practice for Design, 27th Edition	Chapter 17

ADC

Air Diffusion Council
1901 North Roselle Road
Suite 800
Schaumburg, IL 60195
www.flexibleduct.org

Standard Reference number	Title	Referenced in code section number
	Flexible Duct Performance and Installation Standards, Fifth Edition	602, Appendix B

ANSI

American National Standards Institute
25 West 43rd Street
4th Floor
New York, NY 10036
www.ansi.org

Standard Reference number	Title	Referenced in code section number
ASHRAE 15— 20 13	Safety Standard for Refrigeration Systems	302.3, 1101.2, 1107.2.1, 1107.2.2
ASHRAE 34— 20 13	Designation and Safety Classification of Refrigerants	1101.7, Table 1102, 1102.1
ASME B31.9— 20 11	Building Services Piping	Table 1203
AWS A2.4— 20 12	Standard Symbols for Welding, Brazing and Non-Destructive Examination	Chapter 17
AWS A3.0/A3.0M— 20 10	Standard Welding Terms and Definitions, Including Terms for Adhesive Bonding, Brazing, Soldering, Thermal Cutting and Thermal Spraying	Chapter 17
AWS B1.10/B1.10M— 20 16	Guide for the Non-Destructive Examination of Welds	Chapter 17
AWS B2.1/B2.1M— 20 09	Welding Procedure and Performance Qualification	Chapter 17
AWS C5.2— 20 01	Recommended Practices for Plasma Arc Cutting and Gouging	Chapter 17
AWS C5.4— 19 93	Recommended Practices for Stud Welding	Chapter 17
AWS C5.5/C5.5M— 20 03	Recommended Practices for Gas Tungsten Arc Welding	Chapter 17
AWS C5.6— 19 89R	Recommended Practice for Gas Metal Arc Welding	Chapter 17
AWS C5.7— 20 00(R2006)	Recommended Practices for Electro-Gas Welding	Chapter 17
AWS D10.7/D10.7M— 20 08	Guide for the Gas-Shielded Arc Welding of Aluminum and Aluminum-Alloy Pipe	Chapter 17
AWS D10.11/D10.11M— 20 07	Guide for Root-Pass Welding of Pipe without Backing	Chapter 17
B31.1— 20 14	Power and Process Piping Package	Chapter 17
B36.10M— 20 04	Welded and Seamless Wrought-Steel Pipe	1201.4.1, 1402.1.2
B73.1— 20 12	Horizontal End Suction Centrifugal Pumps for Chemical Process	1201.2.1
B77.1—11/B77.1a— 20 12	Passenger Ropeways—Aerial Tramways, Aerial Lifts, Surface Lifts, Tows and Conveyors—Safety Requirements	Chapter 17
C50.11— 19 65	Synchronous Motors (Withdrawn)	1201.2.2
Z21.13— 20 14	Gas-Fired, Low-Pressure Steam and Hot Water Boilers	1001.2
Z21.59— 19 74	Gas-Fired, High-Pressure Steam and Hot Water Boilers, Second Edition (Withdrawn)	1001.2

ASHRAE

ASHRAE
1791 Tullie Circle NE
Atlanta, GA 30329
www.ashrae.org

Standard Reference number	Title	Referenced in code section number
62.1— 13 2019	Ventilation for Acceptable Indoor Air Quality	402
ASHRAE— 20 12	Handbook, HVAC Systems and Equipment	302.3, 602
ASHRAE— 13 2021	Handbook, Fundamentals	1106.1.1, A-102
ASHRAE— 20 11	Handbook, HVAC Applications, Chapter 30, Solar Energy Utilization	1501.6

ASME

American Society of Mechanical Engineers
Three Park Avenue
New York, NY 10016
www.asme.org

Standard Reference number	Title	Referenced in code section number
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BPVC— 2010/2014 addenda <u>2019</u>	ASME Boiler and Pressure Vessel Code-07 Edition	1001.2, 1003.2, 1701.3
B1.20.1— 1983 (R2006) <u>2013(R2018)</u>	Pipe Threads, General Purpose (Inch)	1203.12.1

ASTM

ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428
www.astm.org

Standard Reference number	Title	Referenced in code section number
A53/A53M— 12 <u>2018</u>	Pipe, Steel, Black and Hot-Dipped Zinc-Coated Welded and Seamless	Table 1203, Table 1204
B42— <u>2010</u>	Seamless Copper Pipe, Standard Sizes	1106.2.3, Table 1203
B43— <u>2009</u>	Seamless Red Brass Pipe, Standard Sizes	1106.2.3, Table 1203
B88— 09 <u>2016</u>	Seamless Copper Water Tube	1106.2.4, Table 1203, Table 1204
B280— 08 <u>2018</u>	Seamless Copper Tube for Air-Conditioning and Refrigeration Field Service	1106.2.5
B813— 10 <u>2016</u>	Liquid and Paste Fluxes for Soldering of Copper and Copper-Alloy Tube	1203.3
B828— <u>2010</u>	Standard Practice for Making Capillary Joints by Soldering of Copper and Copper-Alloy Tube and Fittings	1203.3
C177— <u>2013</u>	Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot-Plate Apparatus	Appendix B
C315— <u>2007</u> (14 <u>2016</u>)	Clay Flue Liners and Chimney Pots	Figure 813A
C411— 14 <u>2017</u>	Test Method for Hot-Surface Performance of High-Temperature Thermal Insulation	605, 1506.5
C518— <u>2010</u>	Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus	Appendix B
D1693— <u>2013</u>	Test Method for Environmental Stress-Cracking of Ethylene Plastics	Table 1206.2A
D1785— 12 <u>2015E1</u>	Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120	Table 1204
D2104— <u>2001</u>	Polyethylene (PE) Plastic Pipe, Schedule 40 (Withdrawn)	Table 1204
D2239— <u>2012a</u>	Polyethylene (PE) Plastic Pipe (SIDR-PR), Based on Controlled Inside Diameter	Table 1204
D2241— 09 <u>2015</u>	Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)	Table 1204
D2513— <u>2014e1</u>	Thermoplastic Gas Pressure Pipe Tubing and Fittings	Table 1206.2A
D2581— <u>2009</u>	Polybutylene (PB) Plastics Molding and Extrusion Materials	Table 1206.2A
D2662— <u>1996</u>	Polybutylene (PB) Plastic Tubing (Withdrawn)	Table 1204
D2666— <u>1996</u>	Polybutylene (PB) Plastic Tubing (Withdrawn)	Table 1204
D2683— 10E1 <u>2014</u>	Socket-Type Polyethylene Fittings for Outside-Diameter-Controlled Polyethylene Pipe and Tubing	Table 1206.2B
D3000— <u>1995</u>	Polybutylene (PB) Plastic Pipe (SDR-PR) Based on Outside Diameter (Withdrawn)	Table 1204
D3261— 12 <u>2016</u>	Butt Heat-Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing	Table 1206.2B
D3309— <u>1996a</u> (2002)	Polybutylene (PB) Plastic Hot and Cold Water Distribution Systems	Table 1203, Table 1204
D3350— <u>2014</u>	Polyethylene Plastics Pipe and Fittings Materials	Table 1206.2A
D3667— <u>2005</u> (2010)	Rubber Seals Used in Flat-Plate Solar Collectors	1505.2
D3771— <u>2003</u> (2007)	Rubber Seals Used in Concentrating Solar Collectors	1505.2
D3832— <u>1979</u> (2011)	Rubber Seals Contacting Liquids in Solar Energy Systems	1505.2
E84— 13A <u>2018B</u>	Test Method for Surface-Burning Characteristics of Building Materials	202, 307.1, 1506.4, 1507.2

E119— 12a 2018B	Test Method for Fire Tests of Building Construction Materials	609.2.1, 609.8, 609.9
E136— 12 2019	Test Method for Behavior of Materials in a Vertical Tube Furnace at 750°C	202
F714—2013	Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter	Table 1206.2A

AWS

American Welding Society
550 NW LeJeune Road
Miami, FL 33126
www.aws.org

Standard Reference number	Title	Referenced in code section number
D9.1M/D9.1—2018	Sheet Metal Welding Code	604.1.1.1

CODES

This model code is intended to be utilized in conjunction with the other model codes that are adopted by the jurisdiction.

Standard Reference number	Title	Referenced in code section number
	<i>EPCOT Building Code</i> —2018 Edition	101.1, 101.4.2, 102.2, 104.4, 201.3, 202, 301.3.1, 301.4.1, 303.6.1, 303.7.1, 401.4, 403.1, 405.4, 407.2, 504.8, 605.1.8, 608.2.2.1, Table 810, 903.3.6, 904.5.1, 1006.2, 1102.2, 1103.2, 1104.2.1, 1105.4.2, 1201.3.1, 1501.4, 1501.5, 1504.2, 1504.3
	<i>EPCOT Fire Prevention Code</i> —2018 Edition	201.3
	<i>EPCOT Energy Efficiency Code for Building Construction</i> —2018 Edition	A-101
	<i>EPCOT Fuel Gas Code</i> —2018 Edition	101.1, 101.4.4, 102.2, 201.3, 301.6, 801.7, 813.11, 814.1, 904.9.6, 1101.6, 1302, 1303, 1401.2.3
	<i>EPCOT Plumbing Code</i> —2018 Edition	101.1, 101.4.6, 102.2, 105.6, 201.3, 511, 608.1.1, 1001.3, 1101.5, 1201.3.2, 1201.4.1, 1201.4.2, 1203.11, 1508.2, 1511.3.2, 1511.4, 1511.5, 1511.8, 1511.10, 1512.1, 1512.2, 1513.1
M-1	Industrial Ventilation Manual	1701.1
M-2	Aerial Passenger Tramways	1701.1, 1701.3(d)
M-3	Gas Piping	1701.1
M-4	Power Piping	1701.1
M-5	Welding Standards	1701.1
M-6	Boiler and Pressure Vessel Code, Division 1	1701.1

GAMA

Gas Appliance Manufacturers Association [Formerly The Hydronics Institute (HYDI)]
2107 Wilson Boulevard
Suite 600

Standard Reference number	Title	Referenced in code section number
C-30— 1984	Cooling Load Calculation Guide	A-102
H-22— 1998	Heat Loss Calculation Guide	A-102

NAIMA

North American Insulation Manufacturers Association
44 Canal Center Plaza
Suite 310
Alexandria, VA 22314
www.naima.org

Standard Reference number	Title	Referenced in code section number
AH 116— 2009	Fibrous Glass Duct Construction Standards	602
AH 124— 2002	Fibrous Glass Duct Liner Standard, First Edition	602

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169
www.nfpa.org

Standard Reference number	Title	Referenced in code section number
12— 2452018	Carbon Dioxide Extinguishing Systems	507.3
13— 132019	Installation of Sprinkler Systems	507.3
16— 152019	Installation of Foam-Water Sprinkler and Foam-Water Spray Systems	507.3
17— 092021	Dry-Chemical Extinguishing Systems	507.3
17A— 092021	Wet-Chemical Extinguishing Systems	507.3
31— 112020	Installation of Oil-Burning Equipment	814.2
70— 142020	National Electrical Code	101.1, 101.4.3, 102.2, 308.1, 403.2, Table 1103A, 1105.6, 1105.7
72— 132019	National Fire Alarm and Signaling Code	405.1, 609.7.1
82— 142019	Incinerators Waste- and Linen-Handling Systems and Equipment	601.3, 904.2
90A— 152021	Installation of Air-Conditioning and Ventilating Systems	302.3
90B— 152021	Installation of Warm-Air Heating and Air-Conditioning Systems	302.3
91— 152020	Exhaust Systems for Air Conveying of Vapors, Gases, Mists and Noncombustible Particulate Solids	510.1
96— 142021	Ventilation Control and Fire Protection of Commercial Cooking Operations	303, 505.1, 507.3
214— 2011	Water-Cooling Towers	302.3

SMACNA

Sheet Metal and Air-Conditioning Contractors National Association, Inc.
4201 Lafayette Center Drive
Chantilly, VA 20151
www.smacna.org

Standard Reference number	Title	Referenced in code section number
SMACNA— 102003	Fibrous Glass Duct Construction Standards 7th Edition	602
SMACNA/ANSI— 052020	HVAC Duct Construction Standards—Metal and Flexible – 3 rd Edition (ANSI)	602



Underwriters Laboratories, Inc.
333 Pfingsten Road
Northbrook, IL 60062
www.ul.com

Standard Reference number	Title	Referenced in code section number
103— 20 10	Factory-Built Chimneys, Residential Type and Building Heating Appliance – with Revisions through July 2012	803.2, Table 810
127— 20 11	Factory-Built Fireplaces	803.3, 903.1
181— 20 05	Factory-Made Air Ducts and Air Connectors – with Revisions through October 2008	602, 603.2, 608.1.2
181A— 20 13	Closure Systems For Use with Rigid Air Ducts and Air Connectors	602
181B— 13 20 17	Closure Systems For Use with Flexible Air Ducts and Air Connectors	602
263 – 20 11	Fire Test of Building Construction and Materials	609.2.1, 609.8, 609.9
555— 20 06	Fire Dampers – with Revisions through May 2012	202, 609.1.1
555S— 99 20 14	Smoke Dampers – with Revisions through May 2012	202
737— 20 11	Fireplace Stoves	903.2
910— 19 98	Test Method for Flame-Propagation and Smoke-Density Values for Electrical and Optical-Fiber Cables Used in Spaces Transporting Environmental Air (Withdrawn)	608.1.2
1482— 20 11	Solid-Fuel Type Room Heaters	903.2
1777— 20 07	Chimney Liners – with Revisions through July 2009	805.2.6, 805.4, 806.4

2023 Supplement to the 2018 EPCOT Plumbing Code

CHAPTER 14

REFERENCED STANDARDS

This Chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title, and the section or sections of this document that reference the standard.

AHRI

Air-Conditioning, Heating and Refrigeration Institute
2111 Wilson Boulevard
Suite 500
Arlington, VA 22201
www.ahrinet.org

<u>Standard Reference number</u>	<u>Title</u>	<u>Referenced in code section number</u>
<u>1010—2002</u>	<u>Self-Contained, Mechanically Refrigerated Drinking-Water Coolers</u>	<u>410.1</u>

ANSI

American National Standards Institute
25 West 43rd Street
4th Floor
New York, NY 10036
www.ansi.org

Standard Reference number	Title	Referenced in code section number
A118.10— 99 2014	Load Bearing, Bonded, Waterproof Membranes for Thin Set Ceramic Tile and Dimension Stone Installation	417.5.7
Z4.3—1995	Minimum Requirements for Non-Sewered Waste-Disposal Systems	311.1
Z21.22—1999(R2003)	Relief Valves for Hot Water Supply Systems	504.2, 504.5
Z124.1.2—2005	Plastic Bathtub and Shower Units (Note: Z124.1 included in Z124.1.2)	407.1, 417.1
Z124.3—2005	Plastic Lavatory Units	416.1, 416.2
Z124.4—2006	Plastic Water Closet Bowls and Tanks	420.1
Z124.6—2007	Plastic Sinks	415.1, 418.1

AHRI

Air-Conditioning, Heating and Refrigeration Institute
2111 Wilson Boulevard
Suite 500
Arlington, VA 22201
www.ahrinet.org

(NOTE: This should be listed first)

<u>Standard Reference number</u>	<u>Title</u>	<u>Referenced in code section number</u>
1010—2002	Self-Contained, Mechanically Refrigerated Drinking-Water Coolers	410.1

ASME

American Society of Mechanical Engineers
Three Park Avenue
New York, NY 10016
www.asme.org

Standard Reference number	Title	Referenced in code section number
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A13.1— 2007	Scheme for the Identification of Piping Systems	608.8
A112.1.2— 042022	Air Gaps in Plumbing Systems	608.1
A112.6.1M— 1997 (R 2008 2017)	Floor – Affixed Supports for Off-the-Floor Plumbing Fixtures for Public Use	405.4.3
A112.6.3— 01 (R 2007)2019	Floor and Trench Drains	412.1
A112.6.4—2003(R 2008 2012)	Roof, Deck and Balcony Drains	1102.6
A112.6.9— 2005 (R 2010 2019)	Siphonic Roof Drains	1112.1
A112.14.1— 2003 (2022)	Backwater Valves	715.3
A112.18.1—11/CSA B125.1— 11 2018	Plumbing Supply Fittings	424.1, 424.5, 424.7
A112.18.3M— 2002 (R 2008 2022)	Performance Requirements for Backflow Protection Devices and Systems in Plumbing Fixture Fittings	424.7
A112.19.1— 13 2018/CSA B45.2— 13 2018	Enameled Cast-Iron and Enameled Steel Plumbing Fixtures	407.1, 410.1, 415.1, 416.1, 418.1
A112.19.2— 13 2018/CSA B45.1— 13 2018	Ceramic Plumbing Fixtures	405.9, 407.1, 408.1, 409.1, 410.1, 415.1, 416.1, 417.1, 418.1, 419.1, 420.1
A112.19.3— 08 2021/CSA B45.4— 08 (R 2013)2021	Stainless Steel Plumbing Fixtures	415.1, 416.1, 418.1, 420.1
A112.19.4M— 1999	Porcelain-Enameled-Formed Steel Plumbing Fixtures	407.1, 416.1, 418.1
A112.19.5— 11 2017/CSA B45.15— 11 2017	Flush Valves and Spuds for Water Closets, Urinals, and Tanks	425.4
A112.19.6— 1995	Hydraulic Performance Requirements for Water Closets and Urinals	419.1, 420.1
A112.19.7— 2012 /CSA B45.10— 12 2012(2017)	Hydromassage Bathtub Systems	421.1
A112.19.8— 2007	Suction Fittings for Use in Swimming Pools, Wading Pools, Spas, Hot Tubs and Whirlpool Bathtub Appliances	421.4
A112.19.9/A112.19.9M— 19 91(R2002)	Non-Vitreous Ceramic Plumbing Fixtures	407.1, 409.1, 410.1, 415.1, 416.1, 417.1, 418.1, 420.1
	(Note: A112.26.1—84 has been discontinued and has not been replaced by ASME.)	
B1.20.1—1983(R2006)	Pipe Threads, General Purpose (inch)	605.10.3, 605.12.3, 605.14.4, 605.16.3, 605.17.1, 605.20.3, 705.2.3, 705.4.3, 705.7.4, 705.10.1, 705.12.1
B16.3— 11 2021	Malleable-Iron-Threaded Fittings Classes 150 and 300	Table 605.6, Table 702.4, Table 1102.7
B16.4— 11 2021	Gray-Iron-Threaded Fittings Classes 125 and 250	Table 605.6, Table 702.4, Table 1102.7
B16.9— 07 2018	Factory-Made Wrought Steel Buttwelding Fittings	Table 605.6, Table 702.4, Table 1102.7, Table 605.6, Table 702.4, Table 1102.7
B16.11— 11 2021	Forged Fittings, Socket-Welding and Threaded	Table 605.6, Table 702.4, Table 1102.7
B16.12— 09 (R2019)	Cast-Iron-Threaded Drainage Fittings	Table 605.6, Table 702.4, Table 1102.7
B16.15— 11 2018	Cast-Bronze-Threaded Fittings	Table 605.6, Table 702.4, Table 1102.7
B16.18— 12 2018	Cast-Copper-Alloy Solder Joint Pressure Fittings	Table 605.6, Table 702.4, Table 1102.7
B16.22— 01 (R 2010 2018)	Wrought-Copper and Copper-Alloy Solder Joint Pressure Fittings	Table 605.6, Table 702.4, Table 1102.7
B16.23— 11 2021	Cast-Copper-Alloy Solder Joint Drainage Fittings (DWV)	Table 605.6, Table 702.4, Table 1102.7

B16.26— 11 2018	Cast-Copper-Alloy Fittings for Flared Copper Tubes	Table 605.6, Table 702.4, Table 1102.7
B16.29— 12 2017	Wrought-Copper and Wrought-Copper-Alloy Solder Joint Drainage Fittings (DWV)	Table 605.6, Table 702.4, Table 1102.7
B16.32— 1992	Cast-Copper-Alloy Solder Joint Fittings for Solvent Drainage Systems	Table 605.6, Table 702.4, Table 1102.7
B36.10— 2004 (R2010)	Welding and Seamless Wrought Steel Pipe	1304.6.3

ASPE

American Society of Plumbing Engineers
8614 Catalpa Avenue
Suite 1007
Chicago, IL 60656
www.aspe.org

Standard Reference number	Title	Referenced in code section number
45— 2013	Siphonic Roof Drainage Systems	1112.1

ASSE

American Society of Sanitary Engineering
901 Canterbury
Suite A
Westlake, OH 44145
www.asse-plumbing.org

Standard Reference number	Title	Referenced in code section number
1001— 08 2017	Performance Requirements for Atmospheric-Type Vacuum Breakers	425.2, Table 608.1, 608.13.6
1002— 2008	Performance Requirements for Antisiphon Fill Valves (Ballcocks) for Gravity Water Closet Flush Tanks	425.3.1, Table 608.1
1003— 2009	Performance Requirements for Water Pressure-Reducing Valves	604.8
1004— 08 2016	Performance Requirements for Backflow Prevention Requirements for Commercial Dishwashing Machines	409.1
1005— 1999	Performance Requirements for Water Heater Drain Valves	501.3
1006— 1989	Performance Requirements for Residential Use (Household) Dishwashers	409.1
1007— 1992	Performance Requirements for Home Laundry Equipment	406.1, 406.2
1008— 2006	Performance Requirements for Plumbing Aspects of Food Waste Disposer Units	413.1
1009— 1990	Performance Requirements for Commercial Food Waste Grinder Units	413.1
1010— 2004	Performance Requirements for Water Hammer Arresters—with 1982 Revision	604.9
1011— 04 2017	Performance Requirements for Hose Connection Vacuum Breakers	Table 608.1, 608.13.6
1012— 2009	Performance Requirements for Backflow Preventers with Intermediate Atmospheric Vent	Table 608.1, 608.13.3, 608.16.1, 608.16.2
1013— 09 2011	Performance Requirements for Reduced Pressure Principle Backflow Preventers and Reduced Pressure Principle Fire Protection Backflow Preventors	Table 608.1, 608.13.2, 608.16.2
1014— 2005	Performance Requirements for Hand-Held Showers	424.3
1015— 09 2011	Performance Requirements for Double Check Backflow Prevention Assemblies and Double Check Fire	Table 608.1, 608.13.7
1016— 2011 /ASME A112.1.016/CSA B125.16— 2011	Performance Requirements for Individual Thermostatic, Pressure Balancing and Combination Control Valves for Individual Fixture Fittings	424.4
1018— 10 2001	Performance Requirements for Trap Seal Primer Valves; Potable Water Supplied	1002.4
1019— 10 2011 (R2016)	Performance Requirements for Vacuum Breaker Wall Hydrants, Freeze-Resistant, Automatic-Draining Types	Table 608.1, 608.13.6
1020— 2004	Performance Requirements for Pressure Vacuum Breaker Assembly	Table 608.1, 608.13.5
1024— 04 2017	Performance Requirements for Dual Check-Valve-Type Backflow Preventers (for Residential Supply Service or Individual Outlets)	Table 608.1

1025— 19 78	Performance Requirements for Diverters for Plumbing Faucets with Hose Spray, Anti-Siphon-Type, Residential Applications -- Inactive	424.2
1032— 20 04(R2011)	Performance Requirements for Dual Check-Valve-Type Backflow Preventers for Carbonated Beverage Dispensers—Post-Mix Types	Table 608.1, 608.16.1
1035— 20 08	Performance Requirements for Laboratory Faucet Backflow Preventers	Table 608.1, 608.13.6
1037— 19 90	Performance Requirements for Pressurized Flushing Devices for Plumbing Fixtures	425.2
1044— 10 2015	Performance Requirements for Trap Seal Primer Devices Drainage Type and Electronic Design Types	1002
1047— 09 2011	Performance Requirements for Reduced Pressure Detector Fire Protection Backflow Prevention Assemblies	Table 608.1
1048— 09 2011	Performance Requirements for Double Check Detector Fire Protection Backflow Prevention Assemblies	Table 608.1, 608.13.7
1049— 20 09	Performance Requirements for Individual and Branch Type Air Admittance Valves for Chemical Waste Systems	917.8
1050— 20 09	Performance Requirements for Stack Air Admittance Valves for Sanitary Drainage Systems	917.1
1051— 20 09	Performance Requirements for Individual and Branch Type Air Admittance Valves for Sanitary Drainage Systems -- Fixture and Branch Devices	917.1
1052— 04 2016	Performance Requirements for Hose Connection Backflow Preventers	Table 608.1, 608.13.6
1056— 10 2013	Performance Requirements for Spill Resistant Vacuum Breaker	Table 608.1, 608.13.8
1069— 20 05	Performance Requirements for Automatic Temperature Control Mixing Valves	424.5
1070— 04 2020	Performance Requirements for Water-Temperature Limiting Devices	408.3, 607.1.2
5010-1013-1— 20 09	Field Test Procedure for a Reduced Pressure Principle Assembly Using a Differential Pressure Gauge—with August 1992 Revisions	312.9
5010-1015-1— 20 09	Field Test Procedure for a Double Check-Valve Assembly Using a Duplex Gauge—with August 1992 Revisions	312.9
5010-1015-2— 20 09	Field Test Procedure for a Double Check-Valve Assembly Using a Differential Pressure Gauge—High- and Low-Pressure Hose Method—with August 1992 Revisions	312.9
5010-1015-3— 20 09	Field Test Procedure for a Double Check-Valve Assembly Using a Differential Pressure Gauge—High-Pressure Hose Method—with August 1992 Revisions	312.9
5010-1015-4— 20 09	Field Test Procedure for a Double Check-Valve Assembly Using a Sight Tube —with August 1992 Revisions	312.9
5010-1020-1— 20 09	Field Test Procedure for a Pressure Vacuum Breaker Assembly	312.9
5010-1047-1— 20 09	Field Test Procedure for a Reduced Pressure Detector Assembly Using a Differential Pressure Gauge—with August 1992 Revisions	312.9
5010-1048-1— 20 09	Field Test Procedure for a Double Check Detector Assembly Using a Duplex Gauge—with August 1992 Revisions	312.9
5010-1048-2— 20 09	Field Test Procedure for a Double Check Detector Assembly Using a Differential Pressure Gauge—High- and Low-Pressure Hose Method—with August 1992 Revisions	312.9
5010-1048-3— 20 09	Field Test Procedure for a Double Check Detector Assembly Using a Differential Pressure Gauge—High-Pressure Hose Method—with August 1992 Revisions	312.9
5010-1048-4— 20 09	Field Test Procedure for a Double Check Detector Assembly Using a Sight Tube—with August 1992 Revisions	312.9

ASTM

ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428
www.astm.org

Standard Reference number	Title	Referenced in code section number
A53/A52M— 12 2018	Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless	Table 605.4, Table 605.5, Table 702.1
A74— 13A 2017	Cast-Iron Soil Pipe and Fittings	Table 702.1, Table 702.2, Table 702.3, Table 702.4, 708.2, Table 1102.4, Table 1102.5

A106/A106M— 2014	Seamless Carbon Steel Pipe for High-Temperature Service	1304.6.3
A312/A312M— 13a2018	Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes	Table 605.4, Table 605.5
A733— 03(2009)e12016	Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples	Table 605.8
A778— 01(2009)e12016	Welded, Unannealed Austenitic Stainless Steel Tubular Products	Table 605.4, Table 605.5
A888— 13A2018	Hubless Cast-Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste and Vent Piping Application	Table 702.1, Table 702.2, Table 702.3, Table 702.4, Table 1102.4, Table 1102.5, Table 1102.7
B32— 2008(2014)	Solder Metal	605.14.3, 605.15.4, 705.7.3, 705.8.3
B42— 102015A	Seamless Copper Pipe, Standard Sizes	Table 605.4, Table 605.5, Table 702.1
B43— 092015	Seamless Red Brass Pipe, Standard Sizes	Table 605.4, Table 605.5, Table 702.1
B75— 2011	Seamless Copper Tube	Table 605.4, Table 605.5, Table 702.1, Table 702.2, Table 702.3, Table 1102.4
B88— 092016	Seamless Copper Water Tube	Table 605.4, Table 605.5, Table 702.1, Table 702.2, Table 702.3, Table 1102.4
B152/B152M— 2013	Copper Sheet, Strip Plate and Rolled Bar	402.3, 425.3.3, 902.2
B251— 102017	General Requirements for Wrought Seamless Copper and Copper-Alloy Tube	Table 605.4, Table 605.5, Table 702.1, Table 702.2, Table 702.3, Table 1102.4
B302— 122017	Threadless Copper Pipe, Standard Sized	Table 605.4, Table 605.5, Table 702.1
B306— 092013	Copper Drainage Tube (DWV)	Table 702.1, Table 1102.4
B447— 2012a	Welded Copper Tube	Table 605.4, Table 605.5
B687— 1999(20112016)	Brass, Copper and Chromium-Plated Pipe Nipples	Table 605.8
B813— 102016	Liquid and Paste Fluxes for Soldering of Copper and Copper-Alloy Tube	605.14.3, 605.15.4, 705.7.3, 705.8.3
B828— 02(2010)2016	Practice for Making Capillary Joints by Soldering of Copper and Copper-Alloy Tube and Fittings	605.14.3, 605.15.4, 705.7.3, 705.8.3
C4— 2004(20092018)	Clay Drain Tile and Perforated Clay Drain Tile	Table 702.3, Table 1102.4, Table 1102.5
C14— 112015a	Nonreinforced Concrete Sewer, Storm Drain and Culvert Pipe	Table 702.3, Table 1102.4
C76— 13a2018A	Reinforced Concrete Culvert, Storm Drain and Sewer Pipe	Table 702.3, Table 1102.4
C425— 2004(20132018)	Compression Joints for Vitrified Clay Pipe and Fittings	705.13, 705.14
C428— 2005(2011)	Asbestos-Cement Non-Pressure Sewer Pipe	Table 702.2, Table 702.3
C443— 2012(2017)	Joints for Concrete Pipe and Manholes, Using Rubber Gaskets	705.6, 705.14
C564— 122014	Rubber Gaskets for Cast-Iron Soil Pipe and Fittings	705.5.2, 705.5.3, 705.14
C700— 132018	Vitrified Clay Pipe, Extra Strength, Standard Strength and Perforated	Table 702.3, Table 1102.4, Table 1102.5
C1053— 2000(20102015)	Borosilicate Glass Pipe and Fittings for Drain, Waste and Vent (DWV) Applications	Table 702.1, Table 702.4
D1527— 1999(2005)	Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe, Schedules 40 and 80	Table 605.4
D1785— 122015E1	Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120	Table 605.4

(**Note:** ASTM D1861—88 has been discontinued and has not been replaced by ASTM.)

(**Note:** ASTM D1862—88 has been discontinued and has not been replaced by ASTM.)

D2235— 2004 (20142016)	Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings	605.10.2, 705.2.2
D2239—2012a	Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter	Table 605.4
D2241—092015	Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR-Series)	Table 605.4
D2282—1999(2005)	Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe (SDR-PR)	Table 605.4
	(Note: ASTM D2311—88 has been discontinued and has not been replaced by ASTM.)	
D2464—062015	Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80	Table 605.6, Table 1102.7
D2466—062017	Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40	Table 605.6, Table 1102.7
D2467—062015	Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80	Table 605.6, Table 1102.7
D2468—1996a	Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe Fittings, Schedule 40	Table 605.6, Table 1102.7
D2564—2012(2018)	Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems	605.20.2, 705.12.2
D2609—02(2008)2015	Plastic Insert Fittings for Polyethylene (PE) Plastic Pipe	Table 605.6, Table 1102.7
D2657—2007(2015)	Heat-Joining Polyolefin Pipe and Fitting Waste and Vent Pipe and Fittings	605.18.2, 605.19.2
D2661—112014E1	Acrylonitrile-Butadiene-Styrene (ABS) Schedule 40 Plastic Drain, Waste and Vent Pipe and Fittings	Table 702.1, Table 702.2, Table 702.3, 705.2.2, Table 1102.4
D2662—1996a	Polybutylene (PB) Plastic Pipe (SDR-PR)	Table 605.4
D2665—122014	Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste and Vent Pipe and Fittings	Table 702.1, Table 702.2, Table 702.3, Table 1102.4
D2666—1996a	Polybutylene (PB) Plastic Tubing	Table 605.4
D2672—1996a(2009)	Joints for IPS PVC Pipe Using Solvent Cement	Table 605.4
D2729—112017	Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings	Table 1102.4
D2737—2012a	Polyethylene (PE) Plastic Tubing	Table 605.4
D2751—2005	Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings	Table 702.3, Table 1102.4
D2846/D2846M— 0906 122017BE1	Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Hot and Cold Water Distribution Systems	Table 605.4, Table 605.6, 605.16.2
D2855—96(2010)2015	Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings	605.20.2, 705.12.2
D2949—2010	3.25-Inch Outside Diameter Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste and Vent Pipe and Fittings	Table 702.1, Table 702.2, Table 702.3
D3034—082016	Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings	Table 702.3, Table 1102.4
D3139—1998(2011)	Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals	605.10.1, 605.20.1
D3212—2007(2013)	Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals	705.2.1, 705.12.1
D3309—1997a(2002)	Polybutylene (PB) Plastic Hot Water Distribution Systems	Table 605.4, Table 605.5, 605.18.2, 605.18.3
D3311—112017	Drain, Waste and Vent (DWV) Plastic Fittings Patterns	Table 702.4
D4551—122017	Poly (Vinyl Chloride) (PVC) Plastic Flexible Concealed Water-Containment Membrane	417.5.3
F405—2005	Corrugated Polyethylene (PE) Pipe and Fittings	Table 1102.5
F409—122017	Thermoplastic Accessible and Replaceable Plastic Tube and Tubular Fittings	Table 702.4, Table 1102.7
F437—092015	Threaded Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80	Table 605.6, Table 1102.7

F438— 092017	Socket-Type Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 40	Table 605.6, Table 1102.7
F439— 122013	Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80	Table 605.6, Table 1102.7
F441/F441M— 132015	Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80	Table 605.4, Table 605.5
F442/F442M— 2013E1	Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe (SDR-PR)	Table 605.4, Table 605.5
F477— 102014	Elastomeric Seals (Gaskets) for Joining Plastic Pipe	605.21, 705.14
F493— 102014	Solvent Cements for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe and Fittings	605.16.2
F628— 082012E2	Acrylonitrile-Butadiene-Styrene (ABS) Schedule 40 Plastic Drain, Waste and Vent Pipe with a Cellular Core	Table 702.1, Table 702.2, Table 702.3, 705.2.2, Table 1102.4
F656— 10215	Primers for Use in Solvent-Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings	705.12.2
F876— 132017	Cross-Linked Polyethylene (PEX) Tubing	Table 605.4
F877— 11a2018A	Cross-Linked Polyethylene (PEX) Plastic Hot and Cold Water Distribution Systems	Table 605.4, Table 605.5
F891— 102016	Coextruded Poly (Vinyl Chloride) (PVC) Plastic Pipe with a Cellular Core	Table 702.1, Table 702.2, Table 702.3, Table 1102.4, Table 1102.5
F1281— 112017	Cross-Linked Polyethylene/Aluminum/Cross-Linked Polyethylene (PEX-AL-PEX) Pressure Pipe	Table 605.4, Table 605.5
F1282— 102017	Polyethylene/Aluminum/Polyethylene (PE-AL-PE) Composite Pressure Pipe	Table 605.4
F1412— 092016	Polyolefin Pipe and Fittings for Corrosive Waste Drainage	917.8
F1488— 09e12014E1	Coextruded Composite Pipe	Table 702.1, Table 702.2, Table 702.3
F1807— 132018	Metal Insert Fittings Utilizing a Copper Crimp Ring SDR 9 Cross-Linked Polyethylene (PEX) Tubing and SDR 9 Polyethylene of Raised Temperature (PE-RT) Tubing	Table 605.6, 605.17.2

AWS

American Welding Society
550 NW LeJeune Road
P. O. Box 351040
Miami, FL 33126
www.aws.org

Standard Reference number	Title	Referenced in code section number
A5.8/A5.8M— 2011	Filler Metals for Brazing and Braze Welding	605.12.1, 605.14.1, 605.15.1, 705.4.1, 705.7.1, 705.8.1

AWWA

American Water Works Association
6666 West Quincy Avenue
Denver, CO 80235
www.awwa.org

Standard Reference number	Title	Referenced in code section number
C110/A21.10— 2012	Ductile Iron and Gray Iron Fittings	Table 605.6, Table 702.4, Table 1102.7
C151/A21.51— 092017	Ductile Iron Pipe, Centrifugally Cast for Water	Table 605.4
C510— 072017	Double Check-Valve Backflow Prevention Assembly	Table 608.1, 608.13.7
C511— 072017	Reduced Pressure Principle Backflow Prevention Assembly	Table 608.1, 608.13.2, 608.16.2
C651— 052014	Disinfecting Water Mains	610.1
C652— 2011	Disinfection of Water-Storage Facilities	610.1

CISPI

Cast Iron Soil Pipe Institute
1064 Delaware Avenue SE
Atlanta, GA 30316
www.cispi.org

Standard Reference number	Title	Referenced in code section number
301— 04a <u>2018</u>	Hubless Cast-Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste and Vent Piping Applications	Table 702.1, Table 702.2, Table 702.3, Table 702.4, Table 1102.4, Table 1102.5
310— 04 <u>2018</u>	Coupling for Use in Connection with Hubless Cast-Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste and Vent Piping Applications	705.5.3

CODES

This model code is intended to be utilized in conjunction with the other model codes that are adopted by the jurisdiction.

Standard Reference number	Title	Referenced in code section number
	<i>EPCOT Accessibility Code for Building Construction—2018 Edition</i>	404.1, 417.4
	<i>EPCOT Building Code—2018 Edition</i>	103.4, 103.6, 108.2, 201.3, 305.4, 307.1, 307.2, 307.3, 309.1.1, 309.1.2, 310.1, 310.3, 403.1, Table 403.1, 404.1, 407.3, 417.6, 606.5.2, 1107.5, 1203.1
	<i>EPCOT Electrical Code—2018 Edition</i>	502.1, 1101.7
	<i>EPCOT Energy Efficiency Code for Building Construction—2018 Edition</i>	313.1, 607.2
	<i>EPCOT Fuel Gas Code—2018 Edition</i>	502.1, 1202.1, 1203.1
	<i>EPCOT Mechanical Code—2018 Edition</i>	201.3, 310.1, 502.1, 613.1, 1204.1, 1302.1

CSA

Canadian Standards Association
178 Rexdale Boulevard
Rexdale (Toronto), Ontario
Canada M9W 1R3
www.csa-international.org

Standard Reference number	Title	Referenced in code section number
A257.1 M — 09 <u>2014</u>	Circular Concrete Culvert, Storm Drain, Sewer Pipe and Fittings	Table 702.3, Table 1102.4
A257.3 M — 09 <u>2014</u>	Joints for Circular Concrete Sewer and Culvert Pipe, Manhole Sections and Fittings Using Rubber Gaskets	705.6, 705.14
B45.1— 13 <u>2018</u>	Ceramic Plumbing Fixtures	408.1, 416.1, 418.1, 419.1, 420.1
B45.2— 13 <u>2018</u>	Enameled Cast-Iron and Enameled Steel Plumbing Fixtures	407.1, 415.1, 416.1, 418.1
B45.3— 20 <u>02</u> (R2013)	Porcelain-Enameled Steel Plumbing Fixtures	407.1, 416.1, 418.1
B45.4— 02 (R2013) <u>2017</u>	Stainless Steel Plumbing Fixtures	415.1, 416.1, 418.1, 420.1
B45.5— 20 <u>17</u>	Plastic Plumbing Fixtures	407.1, 416.2, 417.1, 419.1, 420.1, 421.1
B64.7— 20 <u>11</u> (R2016)	Laboratory-Faucet Vacuum Breakers (LFVB)	Table 608.1, 608.13.6
B64.10— 11 <u>2017</u>	Manual for the Selection and Installation of Backflow Prevention Devices	312.9

B79— 2008 (R2013 2018)	Commercial and Residential Drains and Cleanouts	412.1
B137.1— 13 2017	Polyethylene (PE) Pipe, Tubing and Fittings for Cold Water Pressure Services	Table 605.4
B137.6— 13 2017	CPVC Pipe, Tubing and Fittings for Hot and Cold Water Distribution Systems	Table 605.4, Table 605.5
B181.1— 11 2018	Acrylonitrile-Butadiene-Styrene ABS Drain, Waste and Vent Pipe and Pipe Fittings	Table 702.1, Table 702.2, Table 702.4, 705.2.2, 715.3
B182.2— 11 2018	PSM Type Polyvinylchloride PVC Sewer Pipe and Fittings	Table 702.3, Table 1102.4, Table 1102.5
B137.8— 13 2017	Polybutylene (PB) Piping for Pressure Applications—with Revisions through July 1992	Table 605.4, Table 605.5, 605.18.2, 605.18.3
A257.2—2009	Reinforced L Circular Concrete Culvert, Storm Drain, Sewer Pipe and Fittings	Table 702.3, Table 1102.4
B64.1.1— 20 11(R2016)	Vacuum Breakers, Atmospheric Type (AVB)	425.2, Table 608.1, 608.13.6
B64.2— 20 11 (R2016)	Vacuum Breakers, Hose-Connection Type (HCVB)	Table 608.1, 608.13.6
B64.2.2— 20 11 (R2016)	Vacuum Breakers, Hose-Connection Type (HCVB) with Automatic Draining Feature	Table 608.1, 608.13.6
B64.3— 20 11 (R2016)	Backflow Preventers, Dual Check-Valve Type with Atmospheric Port (DCAP)	Table 608.1, 608.13.3, 608.15.2
B64.4— 20 11 (R2016)	Backflow Preventers, Reduced Pressure Principle Type (RP)	Table 608.1, 608.13.2, 608.15.2
B125.3— 12 2018	Plumbing Fittings	408.8, 424.1, 424.2, 424.3, 424.4, 424.5, 424.6, 425.3.1, 425.4, Table 608.1
B137.2— 13 2017	Polyvinylchloride PVC Injection-Moulded Gasketed Fittings for Pressure Applications	Table 605.6, Table 1102.7
B137.3— 13 2017	Rigid Poly (Vinyl Chloride) (PVC) Pipe for Pressure Applications	Table 605.4, 605.20.2, 705.12.2
B137.5— 13 2017	Cross-Linked Polyethylene (PBX) Tubing Systems for Pressure Applications	Table 605.4, Table 605.5
B137.9— 13 2017	Polyethylene/Aluminum/Polyethylene Composite Pressure Pipe Systems	Table 605.4
B137.10— 13 2017	Cross-Linked Polyethylene/Aluminum/Polyethylene Composite Pressure Pipe Systems	Table 605.4, Table 605.5
B181.2— 11 2018	Polyvinylchloride PVC and Chlorinated Polyvinylchloride (CPVC) Drain, Waste and Vent Pipe and Pipe Fittings	Table 702.1, Table 702.2, 705.12.2, 715.3
B181.3— 11 2018	Polyolefin and Polyvinylidene Fluoride (PVDF) Laboratory Drainage Systems	Table 702.1, Table 702.2
B182.1— 11 2018	Plastic Drain and Sewer Pipe and Pipe Fittings	705.12.2
B182.4— 11 2018	Profile Polyvinylchloride PVC Sewer Pipe and Fittings	Table 702.3, Table 1102.4, Table 1102.5
B602— 10 2016	Mechanical Couplings for Drain, Waste and Vent Pipe and Sewer Pipe	705.2.1, 705.5.3, 705.6, 705.12.1, 705.13, 705.14
B45.10--12/ASME A112.19.7— 12 2018	Hydromassage Bathtubs Systems	421.1

GSA

GSA
1800 F Street, NW
Washington, DC 20405
www.gsa.gov

Standard Reference number	Title	Referenced in code section number
A-A-3110—1997	Federal Specification for Plumbing Fixture Setting Compound (Superseding TT-P-1536a—75) (Canceled)	405.4

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169
www.nfpa.org

Standard Reference number	Title	Referenced in code section number
50— 2001	Bulk Oxygen Systems at Consumer Sites – Withdrawn	1303.1
51— 132020	Oxygen-Fuel Gas Systems for Welding, Cutting and Allied Processes	1303.1
70— 142020	National Electrical Code	502.1, 1111.3.3
99C— 2005	Gas and Vacuum Systems	1302.1

NIST

National Institute of Standards and Technology
[Formerly National Bureau of Standards (NBS)]
100 Bureau Drive
Stop 1070
Gaithersburg, MD 20899
www.nist.gov

Standard Reference number	Title	Referenced in code section number
31	NSB Monograph 31	Table 916.5.1

NSF

NSF International
789 N. Dixboro Road
P.O. Box 130140
Ann Arbor, MI 48113
www.nsf.org

Standard Reference number	Title	Referenced in code section number
14— 112018	Plastic Piping System Components and Related Materials	303.3
42— 112018	Drinking Water Treatment Units—Aesthetic Effects	611.1
53— 11a2017	Drinking Water Treatment Units—Health Effects	611.1
58— 122017	Reverse Osmosis Drinking Water Treatment Systems	611.2
61— 122018	Drinking Water System Components—Health Effects	605.4, 605.5, 605.6

PDI

Plumbing & Drainage Institute
800 Turnpike Street
Suite 300
North Andover, MA 01845
www.pdionline.org

Standard Reference number	Title	Referenced in code section number
G101— 2012	Testing and Rating Procedure for Grease Interceptors with Appendix of Sizing and Installation Data	1003.3