



AGENDA

Date: January 24, 2024
Prepared for: 9:30am

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
January 24, 2024
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** December 06, 2023 Meeting Minutes
 - 6.2** Second Amendment to Water Service Territorial Agreement
 - 6.3** Proclamation for American Cancer Society
- 7. REPORTS**
 - 7.1 Management Report**
 - Excellence Award
 - Ella Hickey - Bldg & Safety
 - Lance Kochen – Fleet
 - Dwight Sweeting – Bldg & Safety
 - Sandra Trombly – Construction Project Administrator
 - 7.2 Informational Reports**
 - Semi-Annual Easement Report
 - BuyLocal Now Report
- 8. NEW BUSINESS**
 - 8.1** Contract # C006464: Three-year contract to Odyssey Manufacturing Co. for sodium hypochlorite supply in the amount of \$3,008,063.64
 - 8.2** Contract # C006430: Three-year contract to Carr. & Colliers Inc. for rapid infiltration basin renovations in the amount of \$825,700.00
 - 8.3** Contract # FGT3631: Ten-year renewal utilizing Florida Gas Transmission Company's Service Agreement for Firm Transportation Service with an estimated annual cost of \$343,977.00

8.4 Duplex Lift Station Upgrade, Phase I

8.4(a) Establish and Approve the Project Budget of \$3,250,000.00

8.4(b) Design/Support Services with an estimated expenditure of \$250,000.00

8.4(c) Additional design services, bidding services, and construction phase services
\$174,270.94

9. Public Hearings

**9.1 RESOLUTION NO. 658 - A RESOLUTION OF THE CENTRAL FLORIDA
TOURISM OVERSIGHT DISTRICT ADOPTING A PAID PARENTAL LEAVE
POLICY FOR DISTRICT EMPLOYEES.**

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

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Meeting Date	
January 24, 2024	
Agenda Item Name	
December 6, 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
December 6, 2023

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

**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 TAKEN: December 6, 2023

TIME: 9:35 a.m. - 1:15 p.m.

REPORTED BY: SANDRA D. BROWN, FPR,
Court Reporter and Notary Public
State of Florida at Large

PRESENT:

BOARD MEMBERS: Martin Garcia, Chairman; Charbel Barakat, Vice Chairman; Brian Aungst, Jr.; Ron Peri; and Bridget Ziegler (Via Videoconference)

SPEAKERS: Pastor Jamie Stewart, Life Church Florida; Eddie Fernandez, CFTOD Operational Safety Consultant; Bridget Lake, FAVOB; Rose Kemp, Orlando Regional Realtor Association; Bishop Kelvin Cobaris, Cobaris Ministries; Lisa Hill, Orlando Regional Realtor Association; Deidre Graybill, Orlando Realtor Association; Debie McDonald; Chris Wills, Disney Defenders; Mina Robinson, Small Business Advocates of Central Florida; Lorena Torres, Communicate 360; Kevin Fernandez, Premium Construction; Javier Adames, JCQ Services; Jon Shirey, Reedy Creek Professional Firefighters; Jackie Espinosa, Empresas Espinosa; Rod Love, Florida Economic Consortium; William Jennings, Delta Consulting Group; Professor Donald J. Kochan, George Mason University Antonin Scalia Law School; David H. Thompson, Cooper & Kirk

CFTOD STAFF: Glenton Gilzean, Jr., District Administrator; Paula Hoisington, Deputy District Administrator of Administration; Mike Crikis, Deputy District Administrator of Operations; Daniel Langley, Acting Counsel for CFTOD; Kurt Ardaman, Acting Counsel for CFTOD; Eddie Fernandez, Internal Risk Manager; Eric Ferrari, Fire Chief; Alycia Mills, Executive Assistant to Mr. Gilzean; Matthew Oberly, External Affairs Director; Rocky Haag, External Affairs Coordinator; Tanya Naylor, Director of Security and Emergency Management; Ron Zupa, IT Service Delivery Manager; Samarth Thomas, Systems Administrator; Katherine Luetzow, Planning & Engineering Manager; Michele Dicus, Human Resources Director; Craig Sandt, Principal Construction Manager, Facilities; Kenny Locke, Chief Technical Inspector/Interim Manager; Tiffany Kimball, Contracting Officer; Erin O'Donnell, Town Clerk and Public Records Administrator; Jessica Kelleher, Public Records Associate, Communications; Daniel Bollone, GIS Administrator; Nicole Seipp, HR Generalist; Andrew Heithaus; Yenni Hernandez, Chief Information Officer; Jason Herrick, Manager Gas Water & Wastewater Resources; Anthony Kasper, Manager RCES Engineering and Programs; Andrea Osinski, Senior Procurement Analyst

P R O C E E D I N G S

* * * * *

CHAIR GARCIA: Let's call the meeting to order. Sorry about the delay. I was waiting on the public comment cards. Welcome to everybody. Thank you for being here. Thank you for your interest in the work of this Board, and thank you for your interest in the work of the District. We'll start with the opening invocation.
Mr. Gilzean.

MR. GILZEAN: Absolutely. All right. Speak into the mic. Can everybody hear us? Okay, because IT will kill me if I don't speak into the mic.

Good morning, everyone. At this time, I would like to introduce Pastor Jamie Stewart, the lead pastor of the Life Church Florida in Kissimmee. Pastor Stewart has served in leadership for over 25 years and is an adjunct professor at the Trinity Bible College. He and his wife, Michelle, have been married for 34 years. They have two sons, Blake and Graham; three daughters, Erica, Elanna, and Emma. Their beloved Emma awaits their arrival in heaven.

Pastor, would you lead us in prayer?

1 PASTOR STEWART: Thank you. Thank you for
2 having me, inviting me to participate at this
3 important meeting today. And I would like to just
4 start with a few words of greeting. If it wasn't
5 for the work of this committee, I wouldn't be here
6 today. I hail from Toronto, Canada, and we would
7 vacation down here and fell in love with Central
8 Florida, and we're just thankful for that.

9 I don't intend on talking for very long, but
10 about six weeks ago I was diagnosed with Bell's
11 Palsy, and the left side of my face was paralyzed.
12 And so I haven't really been preaching much, and
13 when you give a pastor a microphone that hasn't
14 been preaching very long, chances are...

15 So I said to my wife, When do you think my
16 rugged good looks will come back after this Bell's
17 Palsy? And she said, Well, the bar was set kind of
18 low, so it should be back soon. Married 34 years;
19 interesting, she said it's been the happiest 20
20 years of her life. But have you ever received a
21 Christmas gift that you just didn't know what -- if
22 you'd ever use it, and where you'd put it. Maybe
23 it would end up -- you thought, I have a good place
24 for this, a shelf in the garage or something.

25 American Express did a survey, and they came

1 up with a list of the worst holiday gifts ever.
2 And I won't take time for guesses, but the number
3 one worst gift ever given at Christmas was
4 fruitcake. And another -- it even finished higher
5 in the rankings than no gift at all. And the
6 conclusion is that maybe at the end of the meeting
7 if you see a refreshment table, and there's
8 fruitcake on it, you'll know that it's re-gifted
9 here at the meeting.

10 Paul said in 1 Corinthians 9, verse 15,
11 "Thanks be to God for his indescribable gift."
12 Christmas is a time, we're all running -- maybe
13 you're heading out today after the meeting, and
14 you're going to do some shopping, have to get the
15 perfect gift. But Paul described Christmas
16 thanking God for the indescribable gift. The best
17 gift ever given. It's not wrapped in beautiful
18 paper or surrounded by a frilly bow or ribbon, but
19 it was wrapped in swaddling clothes and laid in a
20 manger. He couldn't even come up with words to
21 describe how amazing it was. People have tried to
22 use poetry, song prose.

23 I was at Epcot not too long ago and heard the
24 candlelight procession that ended in Handel's
25 Messiah, and everybody stood to their feet to honor

1 that beautiful work of music, which was written to
2 honor this indescribable gift box oratorial. It's
3 the time of year carols are played everywhere: Joy
4 to the World, Silent Night, O Little Town of
5 Bethlehem. It's just awesome to hear God's
6 indescribable gift. There's a guy named Steve
7 Mays, who was a teacher of preachers, and he
8 described the narrative, and here's the words he
9 wrote, and then I'm going to pray quickly, "A young
10 unmarried girl about to give birth to a child who
11 is destined to lead his people. A man so in love
12 with us betrothed and so confident in God's
13 faithfulness that he defies social customs and
14 marries her anyway. A band of spends years
15 following a star they believe will lead them to a
16 new king. A greedy, insecure ruler commits
17 murderous atrocities in a village in order to
18 protect his thrown. A gang of teenage boys working
19 the night shift watching sheep witness an
20 extraterrestrial worship service, and a little baby
21 born in a stable who would change the course of
22 history."

23 You know, those kind of thoughts take the
24 sizzle out of the Miracle on 34th Street. It makes
25 you wonder how a show about Rudolph or Frosty the

1 Snowman could hold their interest when the real
2 story is so compelling. Thanks be to God for his
3 indescribable gift.

4 Let me pray, why don't we pray together.
5 Heavenly Father, we begin this meeting by
6 acknowledging you, your presence, and your
7 goodness. Thank for your indescribable gift. I
8 thank you for everyone gathered here this morning.
9 It's incredible to realize that you know each and
10 every one of us by name. And, beyond that, you
11 have an amazing plan and purpose for each of our
12 lives, and we acknowledge that we are dependent on
13 you, and we trust in you completely.

14 We ask that you would come and inspire our
15 hearts today in the decisions that have to be made.
16 Come and fill our lives with your love, fill our
17 conversations with your grace, and fill this
18 meeting with your presence. We ask for your
19 guidance, your wisdom, and support as we begin this
20 meeting today. I pray specifically for the members
21 of the Central Florida Tourism Oversight District.
22 I pray that you would help them and give them
23 insight in order to engage in meaningful discussion
24 that will impact people in our community.

25 Allow the decisions made today to fill people

1 with peace, with love, with joy and encouragement
2 because with all that's happening in this world
3 these days, Father, we are desperately in need of
4 those things. And we ask all of this in your
5 strong and mighty name, Amen.

6 ATTENDEES: Amen.

7 CHAIR GARCIA: Thank you, Pastor, for your
8 blessings. And now let's honor this great nation
9 by saying the pledge of allegiance. Please stand.

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

14 CHAIR GARCIA: And could we please review our
15 safety procedures? Thank you.

16 MR. FERNANDEZ: Absolutely. Thank you,
17 Mr. Chairman, members of the board, and welcome to
18 all of our guests and visitors. Thank you for
19 joining us this morning. We have a few safety
20 announcements to go over before we start today's
21 meeting. In the event that we need to evacuate
22 this room, you can use one of two exits. You can
23 use the front door exit where you entered this
24 morning, but if you follow these two doors to my
25 left, and the left of the front of the room,

1 there's also an exit on the other side.

2 We ask that when you exit, please make your
3 way to the ends of the parking lot. We have
4 employees that will also evacuate the building, and
5 put on some safety vests. Make your way towards
6 them until first responders arrive and tell us that
7 it's clear to enter the room again.

8 We have a first-aid kit and an AED, a
9 defibrillator, at the security desk if they become
10 necessary, and we thank you for joining us this
11 morning.

12 CHAIR GARCIA: Thank you very much. Okay.
13 Next, public comments. Let me just advise
14 everybody that this a special meeting. Our rules
15 call for public comments only at regular meetings,
16 but in the spirit of transparency, we are always
17 going to have public comments. And I think we have
18 a record number today, and we're going to hear
19 everybody. So let's start, first, with Bridget
20 Lake. Please, for the record, state your name, and
21 if you're here in a representative capacity, please
22 tell us you who represent.

23 MS. LAKE: Good morning, everyone, and thank
24 you for having me come today and speak on this. I
25 am Bridget Lake. I am the Orlando Board Chair for

1 the Florida Association of Veteran-Owned
2 Businesses. I accepted this role as a voluntary
3 position because I have over ten years' experience
4 helping small businesses, and I knew as a veteran
5 myself I needed to be a part of this organization.

6 Now, there are a lot of messages, obviously,
7 that you are going to be hearing today, but I came
8 to share about who I am because of the service I
9 gave to my country. Failure is not an option. You
10 make it happen or you die trying. That is not a
11 concept in the military. That's reality for many
12 of us.

13 How many people do you know today that will
14 lay down their life for millions of people they
15 don't know. We served for all of you, all of you
16 in this room. We all have given potentially the
17 ultimate sacrifice. We set aside religious
18 beliefs, we set aside politics, we set aside
19 ethnicities. In the military, we are comrades. We
20 are brothers, we are sisters. So what I would like
21 to say today is that when you hire a business with
22 that kind of leadership, you can't fail.

23 Bring in veterans who understand how to serve,
24 and you are bringing the best of the best to this
25 district. Thank you very much.

1 CHAIR GARCIA: Ms. Lake, thank you very much
2 for your comments, thank you for your service, and
3 you certainly sound like someone I want in my
4 foxhole.

5 MS. LAKE: Thank you.

6 CHAIR GARCIA: And, of course, you know from
7 your experience that Mr. Gilzean has implemented a
8 policy here for veterans particularly to have
9 opportunities to serve and to work with our
10 district. I presume that's the reason you're here.

11 MS. LAKE: We greatly appreciate that.

12 CHAIR GARCIA: Yes. Well, thank you for your
13 comments, as well.

14 Next, Rose Kemp. Please state your name for
15 the record, and if you're here in a representative
16 capacity, please tell us who you represent.

17 MS. KEMP: Hello, can you hear me? Hi, good
18 morning, my name is Rose Kemp. I'm a Realtor of 23
19 years here in Central Florida, including this
20 district, and I'm also president elect for the
21 Orlando Regional Realtor Association for 2023.

22 So I'm here to talk about obtainable housing.
23 There's some key factors that impact obtainable
24 housing, so I want to kind of try to go through a
25 couple of the bullet points because there is a lot,

1 actually.

2 Only one in four homes during the second
3 quarter of 2022 were considered obtainable. Prices
4 are up 200 percent, and they've increased
5 200 percent between January of 2012 to January of
6 2023. The complex interactions within the
7 community tied to housing also pose a myriad of
8 threats to regional competitiveness and quality of
9 life.

10 An example is cost of living increases, so a
11 lot of your district members here, or community
12 members, cannot enjoy a lower cost of living index.
13 There's also rising house costs. There's surging
14 home prices happening. We have a limited housing
15 supply. We have a lot of investor activity that's
16 buying up a lot of these properties, and it's
17 making it very hard to compete with them because of
18 the demand and the competitiveness in pricing.

19 You also have a lot of short-term rentals in
20 the area, so a lot of platforms like Airbnb are
21 taking up a portion of the housing stock, inflating
22 rental costs, and limiting long-term options.
23 Stagnant wages, a couple of examples, income growth
24 falling to match housing cost increases. There's a
25 minimum wage insufficiency.

1 The economic trend is inflation. We have
2 rising interest rates, so obtainable housing, the
3 number of available obtainable housing units has
4 remained stagnant in recent months, and it's not
5 keeping up with the pace of the rising demand. So
6 this is particularly concerning with first-time
7 homebuyers whose options are already limited.

8 I'm going to give you an example. A customer
9 may come to me to come buy in this district because
10 they live here -- I'm sorry, because they work
11 here, and, unfortunately, they can't find
12 something. There's just no housing for them. So I
13 have to sell them a home in another area or they
14 need to rent, which then they have to commute.
15 They have long commutes. There's no childcare
16 available for them in the area, making their
17 quality of life very difficult for their families.

18 So, in closing, this is not just an issue for
19 hospitality workers, it's an issue for the entire
20 district. We need collective action from
21 businesses, policymakers, and residents to support
22 local initiatives and advocate for policies
23 incentivizing obtainable housing developments.

24 Remember that obtainability, it's not just
25 about price. It's about obtainable access,

1 opportunity, and building a sustainable future for
2 this district's residents. Thank you.

3 CHAIR GARCIA: Ms. Kemp, thank you very much
4 for your comments and for that data. I assume you
5 know that our district is 39 square miles, 25,000
6 acres, and we have virtually no housing in the
7 district for employees. I assume you know that.
8 And you talk about the inflation and the pricing of
9 houses, and you're familiar with supply, the demand
10 dynamics, and so one of the things that this Board
11 will evaluate is the need and the ability to bring
12 housing to the district. And, of course, with that
13 you increase supply, and when you increase supply,
14 the prices are likely to decline.

15 And so I want you to know that we're very
16 sensitive to your -- your comments and this is
17 something that the Board is going to work
18 diligently on and hopefully make some changes for
19 the district. Thank you very much.

20 MS. KEMP: I appreciate that on behalf of
21 Realtors but also on behalf of our residents in our
22 community. Thank you.

23 CHAIR GARCIA: Yes, ma'am. Thank you.

24 Next, Bishop Kelvin Cobaris. Bishop, please
25 state your name for the record and tell us if

1 you're here in a representative capacity.

2 BISHOP COBARIS: Good morning. I am Kelvin
3 Cobaris, and I am representing Cobaris Ministries,
4 along with our community health clergy that make up
5 here our African-American student clergies here in
6 Central Florida.

7 I want to first say, before I speak, I'm glad
8 to be before this committee and this Board again.
9 I came on the first meeting as a person who offered
10 the invocation, and now I'm back to speak to this
11 robust committee to address you today. I want to
12 thank you for all the work that you're doing to
13 make a difference. And I want to give a special
14 recognition to Glenn Gilzean for his work and his
15 investment that he is making through his leadership
16 that we see the impacts of around this community,
17 so thank you all.

18 This morning I rise as a native of Orange
19 County, Florida. There's many in this room that
20 cannot witness that, but I'm a person who was born
21 and reared here in Orlando, Florida and watched
22 this particular city -- or town at once turn into
23 the city of the place that it is today. Even
24 looking at the growth of our economy and our city,
25 as a native I've had an opportunity, and as a

1 pastor, to work hand-in-hand and stand
2 shoulder-to-shoulder specifically with the impact
3 and impression made upon our young people, which
4 are not just our future but that are even important
5 today.

6 And with that being said, what I rose to speak
7 about is impact fees. Impact fees are a powerful
8 tool for shaping a brighter future for our
9 communities, and by investing these funds in
10 youth-oriented services, we're not just supporting
11 the next generation, we're laying the groundwork
12 for sustainable workforce and safer neighborhoods.

13 These services provide our youth with
14 invaluable skills and opportunities empowering them
15 to become active contributing members of society.
16 This investment in human capital pays dividends. A
17 skilled, engaged workforce is the backbone of a
18 thriving economy. Moreover, by creating safe,
19 nurturing environments for our young people, we're
20 fostering a sense of security and community
21 cohesiveness, cohesion.

22 This is more than investment in services. It
23 is an investment in our collective future. Every
24 dollar we channel toward these initiatives returns
25 to us manifold in the form of a robust, skilled

1 workforce and a vibrant, secure community. Let's
2 embrace impact fees as a steppingstone toward a
3 sustainable and prosperous future for all.

4 I was telling my team just the other day in
5 our team meeting that the sign of mature
6 community -- sign of a mature organization is
7 cooperation. Thank you.

8 CHAIR GARCIA: Bishop, thank you for your
9 comments. And when I saw your name on the card,
10 remembering the invocation you gave earlier, I was
11 hoping you'd give us another beautiful invocation.
12 And in terms of your comments about youth services,
13 I assume that you're aware of the programs that
14 Mr. Gilzean has implemented at the district that
15 are brand new for the youth.

16 And let me just alert you, in terms of your
17 comments about impact fees, that you're going to
18 hear more from some of the experts that have put an
19 audit together about that. Okay. But thank you
20 for your comments, Bishop.

21 And, next, Lisa Hill. Again, Ms. Hill, state
22 your name for the record, and if you're here in a
23 representative capacity, please tell us who you
24 represent.

25 MS. HILL: Good morning. I am Lisa Hill. I

1 am the 2023 president of the Orlando Regional
2 Realtor Association, and I'm also a business owner
3 and Realtor in the Orlando area for 37 years. I
4 was born and raised in Orlando, so I'm also a
5 native.

6 I'm here to speak today about our
7 transportation crisis. While Orlando is globally
8 renowned for its theme parks, entertainment, and
9 hospitality, there exists a growing crisis with its
10 transportation infrastructure. The struggle for
11 reliable and effective transportation is
12 particularly acute to the low-wage workers who form
13 the backbone in the tourism industry in Orlando.

14 Today we delve into the transportation
15 challenges faced by these essential workers
16 exploring the far-reaching implications of
17 under-funded and inadequate public transportation.
18 For example, the commute times in key areas where
19 these workers must live, Pine Hills, Poinciana,
20 Winter Garden, Kissimmee, can range anywhere by bus
21 from one-and-a-half to three hours.

22 If you look at the Lynx transportation system,
23 we have 700 -- or 310 buses to cover 2,500 square
24 miles; whereas, a city the size of Pittsburgh,
25 which is very similar to our -- our area, they have

1 700 buses for 745 square miles. SunRail, it was
2 supposed to be a great option; however, the
3 limitations that SunRail, with their times of
4 service in trains, doesn't work for these workers.

5 Let us recognize the urgency of creating
6 transportation infrastructure that aligns with the
7 needs of our growing community. Through shared
8 responsibility, innovative solutions, and
9 community-driven initiatives, we can pave the way
10 for more inclusive, efficient, and sustainable
11 transportation system that benefits all of our
12 residents and our workers.

13 The transportation challenges faced by those
14 living and working in the district corridor are
15 multi-faceted and demand urgent attention. As we
16 delve into the details, let us collectively
17 consider innovative solutions, increased funding,
18 and community support to create a transportation
19 infrastructure that serves the needs of all.

20 I want to thank you for your time today. As a
21 native of the Orlando area, transportation has
22 always been a problem. Thank you.

23 CHAIR GARCIA: Ms. Hill, thank you so much for
24 your comments, and your comments are very timely.
25 You'll hear from some experts that have provided

1 some reports relative to the district and its
2 historical operations. And one of the things that
3 you will see addressed is the traffic problems that
4 you identified, and so your comments are timely,
5 and we very much appreciate them. Thank you.

6 MS. HILL: Thank you.

7 CHAIR GARCIA: Next, Deidre Graybill. Please
8 state your name for the record, and if you're here
9 in a representative capacity, please tell us who
10 you represent, ma'am.

11 MS. GRAYBILL: Good morning, everyone, and
12 thank you for this opportunity. My name is Deidre
13 Graybill. I'm a real estate broker and property
14 manager. I'm standing here today representing my
15 small business that I own. I'm also a spouse of a
16 disabled veteran in the Army, and I sit as the
17 incoming first VP for the Orlando Realtor
18 Association.

19 So being a licensed real estate broker and
20 property manager, I have served many residents in
21 this district, in this area, and that commute and
22 work in this particular district, so I'm very
23 abreast to the needs of those residents. My
24 experience has been a lot with renters and the cost
25 burden that they are experiencing with the lack of

1 income as it relates to the cost of renting. I
2 happen to work for investors that are true
3 investors and allow me to do my job to best serve
4 the residents, so my goal is to keep the rent as
5 low as I can so that I can have a long-term tenant.

6 Unfortunately, it's -- that's not the case
7 today. The ever-present need for obtainable
8 housing initiatives is highly underserved in the
9 tourism oversight district. The surge in eviction
10 filings in Orange County exposes more families to
11 homelessness. And the homelessness situation in
12 the area surrounding Walt Disney -- the Walt Disney
13 World, is a multi-faceted challenge that demands a
14 coordinated and compassionate response.

15 Addressing the homelessness crisis goes beyond
16 statistical analysis. It requires a commitment to
17 a systematic change, affordable and obtainable
18 housing solutions. As my colleague spoke
19 previously, obtainable housing plus transportation
20 decreases homelessness. As the Board stated -- you
21 said it earlier, sir, that the Board is exploring
22 ideas for obtainable housing. These concerning
23 facts that I think collectively reflect the urgency
24 of addressing homelessness in this vibrant
25 community. Seeking sustainable solutions to ensure

1 that the magic within Central Florida extends to
2 every resident providing them with the security of
3 a place to call home. The workers come from near
4 and far, and they're coming to this area to work.
5 Thank you again for the opportunity.

6 CHAIR GARCIA: Thank you for your comments,
7 Ms. Graybill. First of all, thank your husband for
8 his service to our country, and your comments, too,
9 are very timely. You will hear in -- from some
10 experts today in terms of the quality of life
11 issues that have been created because the district
12 does not have housing within the 39-square-mile
13 area. And that is an area that this Board is going
14 to work very hard to resolve. So thank you again
15 for your comments. They're very timely.

16 MS. GRAYBILL: Thank you very much.

17 MR. BARAKAT: Yeah. Mr. Chair, if I might
18 just add, one, I appreciate the presence of the
19 Realtor community. You know, this is -- this is --
20 you-all are a key cog in sort of the economy of
21 really the State of Florida, Central Florida, and
22 provide a vital service. So thank you for -- and
23 your eyes and ears to inform folks in their
24 obtaining of housing, which is really a fundamental
25 piece of living.

1 So I personally and professionally appreciate
2 what you do, and I appreciate your comments here.
3 And I just -- you have my personal reassurance,
4 this -- the crisis of affordable housing is
5 something that we -- I personally take very
6 seriously. I know everyone else on this Board
7 does, and there -- there is only so much that this
8 Board can do, but there is something that this
9 Board can do, and I think it's something that has
10 not been paid enough attention to historically by
11 our predecessors, but it's certainly top of mind
12 going forward. I think you'll hear more about that
13 as we get into it. So we thank you for those
14 comments.

15 CHAIR GARCIA: Thank you very much for those
16 comments.

17 And then, next, Debie McDonald. Welcome back,
18 Debie. The floor is yours, ma'am.

19 MS. MCDONALD: Thank you. Good morning, my
20 name is Debie McDonald, and I'd like to wish the
21 original employees of Reedy Creek, including the
22 over 50 who have left, a very Merry Christmas.

23 To the Board, and especially to Mrs. Ziegler,
24 who is not present today, I hope 2024 will be a
25 much better year for you.

1 Free speech is important. Congress will make
2 no law respecting an establishment of religion or
3 prohibiting the free exercise thereof or bridging
4 the freedom of speech or the press or the right of
5 the people peacefully to assemble and to petition
6 the government for a -- address of grievances.

7 The thing about free speech is we don't get to
8 choose what we want to accept or what we want to
9 hear. If we chip away at it, it starts to erode
10 and our democracy is at risk. There's many things
11 that we don't want to hear, but it's important, and
12 we need to respect that we live in a country where
13 we have the right for those things to be said.

14 Today a member of our Board, who is attending
15 virtually, perhaps, is a great example of free
16 speech. It is not my place to judge her behavior
17 or that of her husband. They deserve their day in
18 court. The governor has called on her husband,
19 Christian Ziegler, to resign his position with the
20 Florida GOP in the wake of serious criminal
21 allegations. Bridget should follow. The governor
22 has good reason. No matter what, the details
23 surrounding this family's legal trouble, it is a
24 distraction. In her case, it is a distraction from
25 the governance of this Board.

1 Mrs. Ziegler has not made Florida a better
2 place. She is the face of the Don't Say Gay
3 revolution, which brought this Board to where it is
4 to this place today, and has caused untold harm in
5 our classrooms and in our communities. Many
6 families have left my community of Celebration in
7 fear because they believe that the State -- that
8 the State is persecuting them and their children.

9 Teachers have lost their jobs over these
10 policies. Her roles in demonizing members of the
11 LGBTQ community is hurting the state, while she has
12 apparently been a part of the letter B in that
13 group. This hypocrisy -- this is hypocrisy at its
14 finest.

15 Bridget, you need to do what is best for the
16 greater good. We live in a free Florida, not a
17 autocratic pseudo-Christian dictatorship. What
18 Mrs. Ziegler does privately with other consenting
19 adults is no more our business than it is the
20 behavior of the other consenting adults she
21 pretends to find abhorrent. It is the rank -- it
22 is rank hypocrisy of attacking others for what she
23 personally practices that should disqualify her for
24 a position of public trust. Thank you.

25 CHAIR GARCIA: Yeah. Debie, thank you very

1 much for your comments, particularly, with respect
2 to free speech. As you know this Board has
3 implemented several new policies, and one of the
4 new policies is we now have a public comment
5 section as part of our agenda for the meetings,
6 which is new. And so we are big proponents of free
7 speech, which has given you an opportunity to speak
8 at almost every one of our meetings.

9 MS. MCDONALD: And I'm glad to hear also for
10 the housing. I met with Glenn twice about that
11 issue. In October, he said we would have a
12 follow-up for our community and our County of
13 Osceola County with Mary Downing. That was in
14 October, but when you get a chance, we're looking
15 forward to following up on that. Thank you.

16 CHAIR GARCIA: Thank you for those comments,
17 too.

18 Next, Chris Wills. And, Mr. Wills, if you're
19 here in a representative capacity, please tell us,
20 sir, who you represent.

21 MR. WILLS: Good morning, Mr. Chairman. I
22 want to thank you for giving me deference. I know
23 I was a little bit late past the beginning of the
24 meeting, but thank you for giving me the
25 opportunity to speak.

1 Last meeting I provided you-all with a few
2 documents. I have just one to provide you-all
3 today. I don't know if you-all want to pass that
4 out or give it to them at some point later. So my
5 name is Chris Wills, and, again, I'm here on behalf
6 of Disney Defenders. We are a political action
7 committee that is working to amend Florida's
8 constitution, to restore Reedy Creek, and to
9 prohibit political retaliation in our state.

10 At last meeting, we provided you-all pink
11 slips, and the purpose of that was to put you-all
12 on notice that once we collect the signatures
13 needed, and this passes on the ballot, your
14 services will no longer be needed. The purpose I'm
15 here today is to provide employment applications.
16 Last meeting was pink slips, today we're providing
17 employment applications. They're not for you,
18 though.

19 As Board members, I would imagine you-all are
20 as concerned as all of us are, as some of the
21 others that have made public comments have already
22 spoken about, about those who have served this
23 district loyally, have been public servants to make
24 sure that everybody who visits this area have the
25 best possible experience, and many of them have had

1 to flee their jobs or have been fired. And not
2 being employed over the holidays is particularly
3 difficult, so this employment application is for
4 those former Reedy Creek employees.

5 Disney Defenders is working with community
6 partners to help hire those who have had to flee
7 because of the chaos and corruption that have been
8 brought to this district. So we encourage you, if
9 you are, in fact, concerned about the welfare of
10 these folks who have been good public servants, to
11 help us get those employment applications to those
12 folks, and anybody who is a former Reedy Creek
13 employee can email us at the
14 disneydefenders@gmail.com, if they want to send us
15 their resume. And we encourage everybody that is
16 watching, and everybody who is concerned, about the
17 dangers that are being posed to the American dream
18 and make Disney's dream possible to join us in this
19 effort, to sign our petitions at
20 disneydefenders.com. And, again, Mr. Chairman, I
21 really appreciate the opportunity to address
22 you-all again today.

23 CHAIR GARCIA: So, Mr. Wills --

24 MR. WILLIS: Yes.

25 CHAIR GARCIA: -- I wanted to let you know

1 that we've got a rule here that if you're going to
2 make public comments that you need to sign your
3 public comment card before the meeting. And I
4 think you know that this card -- your card was just
5 delivered to me. You know, you just got here ten
6 minutes ago. So it was, you know, 40 minutes late,
7 but I recognized you because at the last meeting
8 you made it very clear that you're promoting pink
9 slips to remove this Board. But I want everybody
10 to know that everybody is welcome to speak here.
11 Okay.

12 MR. WILLS: I appreciate it.

13 CHAIR GARCIA: And I knew you were here on
14 behalf of an organization related to Disney. And I
15 knew that your comments would not be favorable to
16 this Board, and I want you and everybody to
17 recognize that I moved you to the top of the list
18 so you could speak immediately when you got here.

19 MR. WILLS: I truly appreciate that. And,
20 again, just to be clear, I did look over the rules,
21 and there's nothing that stipulates that you have
22 to sign up before the meeting begins, but we
23 appreciate the opportunity to speak. And we want
24 to make sure that the public is aware that we
25 should not just sit back and allow authoritarianism

1 to take root in our state, and that's why we're
2 working together to undo the damage that's been
3 done.

4 CHAIR GARCIA: Okay. And thank you for your
5 comments and for your civility, sir.

6 MR. WILLIS: Thank you very much. We
7 appreciate it.

8 MR. LANGLEY: Mr. Chair, I just wanted to
9 confirm that you're correct, we do have a rule that
10 says exactly what you said. Rule 4.3.2, it says,
11 "Prior to the start of the public comments segment
12 of a meeting, anyone wishing to address the Board
13 shall submit a request for public input to the
14 Clerk of the Board identifying several items of
15 information," so, anyway, just wanted to correct
16 the record, that you're correct on that.

17 CHAIR GARCIA: The only thing I would ask,
18 Mr. Willis, is next time just try to be on time
19 because if you get here late, and we're already out
20 of the public comments section --

21 MR. WILLIS: That I understand. That is in the
22 rules.

23 CHAIR GARCIA: -- then, at that point, I don't
24 think we'd let you speak, but so, you know, make --
25 we're always -- you're always welcome and you're

1 always welcome to speak your peace.

2 MR. WILLIS: I do appreciate that. Thank you
3 very much.

4 CHAIR GARCIA: Thank you. Next, Mina
5 Robinson. And state your name for the record,
6 ma'am, and if you're here in a representative
7 capacity, please tell us who you represent.

8 MS. ROBINSON: Good morning, everyone. I
9 won't take up too much of your time. My name is
10 Mina Robinson. I'm the president of Small Business
11 Advocates of Central Florida. What we do as an
12 organization is advocate for small businesses to
13 have an opportunity to participate in contracting
14 opportunities in the private and public sector;
15 more so in the private sector because we don't see
16 a large array of advocacy for our small businesses
17 in that area.

18 What you-all are discussing in regards to the
19 policy to allow veteran-owned and small businesses
20 to contract with Disney would be crucial for our
21 small businesses in this area. This will give them
22 hope of the possibility of having an opportunity to
23 do business with Disney, along with out-of-state
24 big corporations and large companies that are
25 currently doing all of the work.

1 Thank you, board members, and especially
2 Mr. Gilzean, for considering such a tremendously
3 valued opportunity to our veteran-owned and small
4 business community. Thank you.

5 CHAIR GARCIA: Ms. Robinson, thank you for
6 your comments. And we're going to address this
7 later in the meeting, but I thought it would be
8 appropriate. Mr. Gilzean, could you just mention
9 because of your new policy, procurement policy, the
10 amount of new awards that have gone to small
11 businesses and veteran-owned businesses that never
12 had an opportunity before to bid and get work from
13 the district.

14 MR. GILZEAN: Absolutely. As of
15 November 30th, we had over \$51 million worth of
16 contracts that were deployed. Fifteen million of
17 that went to brand new vendors, 9 million went to
18 our Buy Local efforts, where these are companies
19 that were headquartered in Orange, Osceola, Lake,
20 Polk, and Seminole Counties. And we're excited
21 that -- to say that we just got started. In less
22 than three months, we've achieved that type of
23 goal. So as we get ready -- I don't want to jump
24 ahead against my report, but we have some good
25 stuff as we forecast going forward.

1 So before you leave here today, let's make
2 sure I get your contact information, not only for
3 yourself, but for your membership, and I will ask
4 you that if it's okay for me to come and speak to
5 your membership, so that way we can continue to get
6 them engaged with our work that we're doing.

7 MS. ROBINSON: Yes, that would be perfect.
8 Thank you so much.

9 CHAIR GARCIA: And, Ms. Robinson, please tell
10 your constituents that, thanks to Mr. Gilzean, the
11 district is open for the small businesses that you
12 represent.

13 MS. ROBINSON: That's wonderful. Thank you,
14 Mr. Gilzean.

15 CHAIR GARCIA: Next, Lorena Torres. Please
16 state your name for the record, and if you're here
17 in a representative capacity, please tell us who
18 you represent, ma'am.

19 MS. TORRES: Good morning. Thank you for
20 having me here. My name is Lorena Torres. I'm
21 with Communicate 360. Communicate 360 is a
22 marketing service. We put -- we make your brand
23 look great but also representing small businesses.
24 We came from Colombia in 2001, and since then we
25 acquire a business, and we're growing it. We're

1 certified minorities. We're women-owned --
2 certified women-owned business, and the importance
3 to support a small business is huge.

4 So I guess the small business, we are
5 passionate about what we do. We want to offer a
6 great service and more personalized. So we have
7 worked with all kind of business, but in terms
8 of -- we've worked with sheriff departments and
9 with cities and different entities. And just
10 having consideration that when you are supporting
11 small business, the community is growing. We give
12 back a lot to the community in different ways. Not
13 necessarily monetary, but we, as small business, we
14 give a lot back to the community because we
15 believe -- we work with our heart. So I think the
16 opportunity that you are giving to small business
17 is going to make grow not only Central Florida,
18 whoever support small business is making a better
19 community. Thank you.

20 CHAIR GARCIA: Thanks, Ms. Torres. And as you
21 know, there's a direct relationship between first
22 immigrants and the origination of small businesses,
23 and so thank you for coming to this country. And
24 if Mr. Gilzean doesn't have your card, make sure he
25 has your card, too, because we're now open to those

1 small businesses you represent. Thank you.

2 MS. TORRES: Thank you very much.

3 CHAIR GARCIA: Kevin Fernandez. Sir, please
4 state your full name for the record and tell us if
5 you represent somebody.

6 MR. FERNANDEZ: How are you guys doing? Good
7 morning. Kevin Fernandez. Thank you guys for
8 having me today. I'm here representing Premium
9 Construction on behalf of you guys putting out the
10 new order for you guys to do work with small
11 contractors like us with Disney. And, you know,
12 speaking in terms of our experience, we've worked
13 with AdventHealth since 2011, and we've worked, you
14 know, in high traffic volume areas. We've dealt
15 with containment, 24/7 calls, emergency calls, and
16 working with a company like Disney would benefit us
17 a lot because we have the guys who have the
18 experience to work in those type of places, but
19 also to contribute into an area where kids love to
20 experience and kids have a great time. It's
21 something that our guys would love to do. So the
22 opportunity for us would be -- would be essential,
23 and, again, thank you for pushing for something
24 like this. Thank you.

25 CHAIR GARCIA: Thank you, Mr. Fernandez. So

1 we can't help you in terms of any work with Disney.
2 But, as you know, Mr. Gilzean has opened the door
3 for work with the district, and so that door is
4 open, and if Mr. Gilzean doesn't have your card,
5 make sure he gets it, and thank you for your
6 comments.

7 MR. FERNANDEZ: Thank you.

8 CHAIR GARCIA: Next, Javier Adames. Did I
9 pronounce that right, sir?

10 MR. ADAMES: Yes.

11 CHAIR GARCIA: And with a name like Garcia, I
12 should pronounce that right. So please state your
13 name for the record and if you represent anyone.

14 MR. ADAMES: Hi, good morning, my name is
15 Javier Adames, and I'm president of JCQ Services.
16 We are a general contractor, certified minority,
17 based in Orlando. Our company has remarkable
18 history of being willing, able, and ready, and we
19 have complete set of projects within the district.

20 One crucial aspect that we wish to highlight
21 today is the importance of local businesses like us
22 having the opportunity to contract with the
23 district. When small businesses like us secure
24 contracts, it's not just about our growth, it's
25 about the strengthening the fabric of our

1 community. These contracts allow us to invest in
2 local talent, create job opportunities for our
3 fellow residents, and boost the local economy.

4 Moreover, small businesses are known for their
5 commitment to the community. We take great pride
6 in giving back to the community. We actively
7 participate in local initiatives, to sponsor
8 community events, and support local charities
9 through our graduate fund. When small businesses
10 thrive, the community flourish, as well. We invite
11 to support small and veteran-owned businesses in
12 the district by making it a requirement rather than
13 a goal, our participation as a prime contract or
14 suppliers.

15 Let's work together to foster a thriving
16 interconnected and prosperous community. Thank you
17 for your time and attention. We look forward for
18 the discussions that will follow, and just
19 remember, JCQ is always able, willing to do
20 business in the district.

21 CHAIR GARCIA: Thank you very much for your
22 comments. And it's really awesome to see so many
23 small businesses know that the door is open and
24 attend these meetings. You're welcome at any of
25 these meetings, and thank you for speaking, sir.

1 Jon Shirey. Jon, we know who you are.
2 Welcome back. Just for those who may not know who
3 you are, tell them who you are.

4 MR. SHIREY: Good morning, everybody. My name
5 is Jon Shirey. I'm the president for the Reedy
6 Creek Professional Firefighters. And, yes, I have
7 been here many times, so it's a pleasure, and thank
8 you for having me back and allowing me a few
9 minutes to speak.

10 I've had the pleasure of working with
11 Mr. Gilzean over the past year, and we've been able
12 to collaboratively work through so many issues
13 that, you know, happens whenever there's leadership
14 change. And, honestly, I think we've worked
15 through them, you know, in a very positive manner.
16 And in a manner that has been beneficial to the
17 employees as a whole.

18 One of the things I've come to find about
19 Glenn is that when he makes a commitment to do
20 something, you can guarantee that it actually gets
21 done. That's something I'm not used to from
22 previous leadership, so, certainly, I want to give
23 credit to you for that.

24 And with that in mind, there have been a
25 couple of announcements that have been made, you

1 know, by Glenn that I assume would be on the
2 Board's behalf about additional holidays and bonus
3 things for all the district employees. And so I
4 just wanted to kind of highlight that achievement.
5 I mean, that's something that -- you're giving your
6 employees more time to spend with their families
7 over the holidays and to really take that time to
8 focus on what matters at home so that they can come
9 back, you know, January 1, ready to go and take on
10 all the challenges of the district.

11 I know you've got big plans, so you need that
12 out of your employees. And so, you know, on
13 November 3rd, there was an announcement you guys
14 were extending Veterans Day to all district
15 employees. On November 14th, you announced that
16 you were adding the day before Thanksgiving for all
17 district employees, and then on the 29th you
18 announce four more holidays, as well as a \$5,000
19 bonus for all of your employees. And it couldn't
20 come at a better time for most people.

21 Obviously, the holidays, they're spending
22 money on their families and friends, loved ones.
23 So on behalf of all the employees, we just
24 appreciate you guys doing that for them. It wasn't
25 something that you had to do, but I think you did

1 out of recognition of the service that all of the
2 employees of the district have made to keep this
3 thing running despite all of the changes, so
4 definitely wanted to say thank you for that.

5 With that in mind, Glenn, I have an
6 opportunity. I would appreciate it if you would be
7 my guest at the IAFF, which is the International
8 Association of Firefighters. We have our affiliate
9 leadership training summit that will be in January
10 from the 25th to the 28th. There will be leaders
11 of organizations like myself from all over the U.S.
12 and Canada. On average, we see in attendance
13 between 2,500 to 3,000 leaders, and very often --
14 you know, we've hosted the last three times in a
15 row. I'm given an opportunity to speak and also to
16 invite a guest to speak, and if you would consider
17 that, I'd like for you to be our guest speaker for
18 this event. So appreciate that.

19 And then if you'll bear with me for just one
20 last second. I have some recognition for
21 Ms. Paula. In all of my dealings -- I know she's
22 your right-hand woman, and she does a fantastic
23 job. She has been nothing but the utmost
24 professional. Like Glenn, when she says something
25 is going to get done, it gets done, and, honestly,

1 with an efficiency that I've probably never seen
2 out of a workplace ever. So definitely appreciate
3 that.

4 And then to Acting Chief Ferrari. This man
5 has taken the reins of a department that was kind
6 of left adrift by a previous fire chief and has
7 really taking it and run with it as if he is the
8 fire chief. And I think when you look at who you
9 want as a leader, I mean, somebody that's willing
10 to step up and take on the challenges without the
11 official title or pay or anything else that goes
12 with it, I think you've got a real leader there.
13 So thank you guys. Have a Merry Christmas.

14 CHAIR GARCIA: Thank you, Jon, and Merry
15 Christmas to you, and thank you for your comments
16 about recognition of the new leadership and what
17 it's bringing to the district.

18 Next, Jackie Espinosa. Please state your full
19 name, and if you're here in a representative
20 capacity, please tell us who you represent, ma'am.

21 MS. ESPINOSA: My name is Jackie Espinosa, and
22 today I represent Empresas Espinosa, which is a
23 business we established 32 years ago when we moved
24 to Central Florida. We own several businesses in
25 the historic district of downtown Kissimmee, mostly

1 now in the restaurant industry, hospitality. So we
2 own Matador, Kissimmee Diner, and by virtue of
3 understanding how to obtain procurement, we were
4 able to get the Kissimmee Marina, Big Toho -- Big
5 Lake Toho Marina.

6 So we understand the importance of procurement
7 for small businesses. It's helped us over the hump
8 after COVID, specifically, which, of course,
9 everyone knows how COVID went through the
10 restaurant industry.

11 Additionally, I represent the Latin American
12 Chamber of Commerce as their vice chair. And with
13 that I say that I understand the importance for
14 small businesses to thrive, and that will happen
15 with what you've put in place with the procurement
16 opportunities for small businesses. And I'm here
17 today just to thank you for that because if you
18 keep that money local, we, as small businesses,
19 based on the SBA statistics, support two-thirds of
20 employment within our country. And I am honored to
21 be a part of, not just that chamber but of that
22 small part of downtown Kissimmee that helps and
23 guides other businesses, minority businesses,
24 additionally, woman-owned and veteran-owned, to
25 obtain the correct tools to be able to obtain these

1 procurement opportunities.

2 So thank you for opening up the door for us.
3 Regardless of the amount of years we've been in
4 business, the nature of all these businesses is
5 sometimes at risk with the current economy. So
6 thank you, all. I just want to commend everyone
7 for the opportunity to speak today.

8 CHAIR GARCIA: Well, you're welcome, and you
9 can thank Mr. Gilzean for that. And it's wonderful
10 to see a Latina entrepreneur. That's awesome. So
11 thank you for your comments, ma'am.

12 MS. ESPINOSA: Thank you, sir.

13 MR. BARAKAT: Yeah, Mr. Chair, I just have to
14 add. I know we tend not to comment on the public
15 comment, but I'm just overwhelmed, frankly, by the
16 turnout from the small business community. I mean,
17 I'm fortunate to be the son of an immigrant small
18 business owner, the husband of an immigrant small
19 business owner. Small businesses are the -- truly
20 the backbone of the economy. This district for a
21 long time was managed for the benefit of one very
22 large corporation, and with the help of other large
23 corporations. And I think the page that we've
24 turned on that front, thanks to Mr. Gilzean's
25 leadership, is truly making -- not just in terms of

1 our transparency and accountability, but truly
2 moving the needle in the -- in Central Florida's
3 economy. It's one of the things I'm most proudest
4 of, of what we've done, and I'm really looking
5 forward to the impact it's going have going
6 forward. And this feedback is profoundly
7 meaningful, and I would just say, particularly, to
8 the members of the Latin community (Speaking
9 Spanish).

10 So thank you, all, and that goes for all the
11 other immigrant communities, as well. We're really
12 looking forward to working with you and other small
13 businesses.

14 CHAIR GARCIA: Thank you for those comments.
15 Okay. Last but not last, Mr. Love. He needs no
16 introduction, but for the record, just tell us your
17 full name, and if you're here in a representative
18 capacity, sir.

19 MR. LOVE: Good morning, good morning. My
20 name is Rod Love. I'm the president of the Florida
21 Economic Consortium. Man, I tell you, I'm
22 overwhelmed by what I've heard today. I want to
23 start out by saying to the Board, leadership is not
24 easy, and I'm sitting in this room and I'm
25 listening to what's taking place. I'm listening to

1 the exchange. And, boy, I tell you, the leadership
2 that you're exemplifying is the type of leadership
3 that more people need to know about.

4 Mr. Gilzean and Ms. Hoisington, Jon mentioned
5 something earlier, and I've never met Jon before,
6 and I want say to Jon, man, I love your spirit of
7 cooperation. I hate speaking after pastors, and
8 there was a pastor that spoke earlier, and I said,
9 man, he's taking all of my talking points here.

10 But then I listened to other speakers, and
11 what I hear is I hear the spirit of cooperation.
12 What I hear is I hear that we want to get things
13 done, that we're tired of listening to people talk
14 the talk, we're ready to walk the walk. I hear
15 about affordable housing. I'm listening about
16 services to youth, and I'm excited about what we're
17 talking about here today, but I want to tie it in
18 to some of the other things that are in existence.

19 When we talk about the Live Local Act and how
20 it ties into privatization, how it ties into
21 contracting, how it builds upon communities.
22 Bishop Cobaris spoke about children services, and
23 that's what I was going to speak about. Everything
24 that he's talking about, I'm sitting back saying,
25 come on, man, cut that, that's my part.

1 But when we talk about engaging in
2 communities, we're talking about not leading by
3 popularity, we're talking about making the hard,
4 tough decisions. And I'm listening to
5 veteran-owned businesses stand up here and make a
6 plea to this Board that they want to be engaged.
7 They want to be involved, but there's a rippling
8 effect to it. There's a rippling effect that
9 impacts communities. There's a rippling effect
10 that impacts economies, sustainable work forces.
11 And so when we have these conversations -- and I
12 was going to talk about dedicated funding sources.

13 I was the deputy secretary of the State
14 Department of Juvenile Justice, \$740 million budget
15 operation. I was the former Orange County
16 commissioner. We had to make decisions about a
17 \$7 billion budget. We had to make hard, tough
18 decisions, and I see that's no different than what
19 you guys are sitting up here doing today.

20 I just want to say to everybody sitting here,
21 and also just address it to the Board, and your
22 leadership. I'm excited. I'm a Florida native.
23 Thirty-three years living in Central Florida, and
24 I've sat in board rooms such as this over my
25 career. I sit on boards. I'm sitting here taking

1 notes, and I've never been more excited than I am
2 today because I see new opportunity. I see the
3 ability for everybody to come to the table. And
4 when I say everybody, I mean everybody. I just
5 want to say to this Board, thank you for your
6 leadership, leading is not easy, and it doesn't
7 appear that you're leading by popularity, you're
8 making the tough decisions. Thank you.

9 CHAIR GARCIA: Mr. Love, let me just ask you a
10 question. Did you play baseball?

11 MR. LOVE: I played football.

12 CHAIR GARCIA: Okay. Well, from listening to
13 your presentation, if you played baseball, you
14 would have been a great clean-up batter, sir.

15 MR. LOVE: Thank you. Appreciate it, thank
16 you.

17 CHAIR GARCIA: Next, that does it for the
18 public comments. And now the consent agenda. The
19 only thing on the consent agenda is our minutes
20 from the last meeting. Is there a motion?

21 MR. AUNGST: Move approval.

22 CHAIR GARCIA: Is there a second?

23 MR. BARAKAT: Second.

24 CHAIR GARCIA: Any discussion?

25 All in favor, please indicate by saying aye.

1 THE BOARD: Aye.

2 CHAIR GARCIA: Okay. Let the record reflect
3 that the motion passes unanimously.

4 Next, Mr. Gilzean, management report.

5 MR. GILZEAN: All right. You know, our
6 awesome union president stole some of my thunder,
7 and then the Chair stole some of my thunder, so
8 this is going to be a relativity quick report.

9 All right. So our district has several
10 positive developments that I'm proud to report.
11 First, I have a status update on the operations of
12 the fire department's impressive staffing numbers.
13 I will also provide a brief fiscal overview report
14 to the Board regarding the district's significant
15 cost-saving program.

16 We have positive developments as we work
17 towards a resolution regarding our tax liability
18 for our employees and retirees. And, lastly, I
19 have some personnel consideration for the Board,
20 including our supplemental performance award policy
21 for staff members.

22 I would like to begin with the fire
23 department. Our acting chief, Eric Ferrari, has
24 been completely dedicated to the mission. His
25 determination to fully staff our fire department

1 with the very best has led to safety and well-being
2 for all who work and play within the district.
3 Earlier this year the district include -- increased
4 the starting pay of firefighters/paramedics by
5 \$10,000 to the current salary of \$65,000. This
6 places our fire department as one of the region's
7 top five paid fire departments.

8 In less than a week our fire department will
9 be fully staffed. Let me say that again. In less
10 than a week we will be fully staffed. It is
11 estimated that the district will be one of only a
12 few regional departments to achieve this status.
13 There are several factors that contributes to this
14 operation excellence. To name a couple, the
15 district will prioritize compensating our
16 firefighters fairly, but it also has a reputation,
17 as you heard earlier, that this is the greatest
18 place to work.

19 Additionally, our district is unique about --
20 regarding the number of tourists who visit
21 throughout the world, and their safety is our top
22 priority. I would like to take a few seconds to
23 bring up my good acting fire chief, Eric Ferrari,
24 to say a couple words.

25 MR. FERRARI: Thank you, Mr. Gilzean. Good

1 morning, Chairman Garcia, and members of the Board.
2 I'm Eric Ferrari. I'm the acting fire chief of the
3 Reedy Creek Fire Department. Thank you for those
4 comments. Just a little more detail about that.

5 So it was just over three months ago I was
6 appointed to the position of acting chief, and, as
7 such, I immediately created a list of priorities
8 for the department knowing exactly where our needs
9 were. You can only have one absolute priority in
10 order to have a priority list, and I made that
11 priority staffing. This department, for pushing
12 almost ten years, has not been fully staffed with
13 all frontline positions.

14 So I met with my leadership team and set the
15 direction, set the goals. A tough accomplishment
16 because I set the benchmark that I wanted it done
17 by the end of the year. An incredible number of
18 resources, hours, time spent in multiple
19 interviews, physical assessments, practical
20 assessments, multiple levels of leadership team,
21 several hundred applicants across every position in
22 the department. A grueling, grueling task.

23 Some of the staff even came back and asked
24 could we push the deadline out to January or
25 February. We stayed the course. I told them we'll

1 reap the reward in the end. And on December 11th,
2 with the onboarding of the 20-plus new hires in the
3 fire department, including 911 dispatch, paramedic,
4 and firefighter/paramedic, we will be completely
5 and fully staffed across all positions. And we
6 will experience the change to our staffing in about
7 six weeks when some of those people will be
8 released from their orientation.

9 We have a plan to orient them through the
10 holidays. Even that took some creativity on behalf
11 of the leadership team. I must take a moment to
12 commend them and all of the rank and file that
13 contributed to the assessment process because it
14 was a lengthy five-to-six-week process where they
15 were in interview rooms and out on training grounds
16 assessing dozens and dozens and dozens of
17 candidates.

18 And, ultimately, this will impact our work
19 force because we are experiencing a high volume of
20 forced overtime. People that are expecting to go
21 home at 8:00 in the morning, and then get called
22 and say you can't go home, you have to stay,
23 because we do continue to deliver great service to
24 our community. That was never affected. This
25 ultimately will bring some relief to our workforce,

1 much needed workforce.

2 As their fire chief, I heard them. I knew
3 exactly what they wanted and what we wanted as a
4 department to continue to deliver great service,
5 and, most of all, take care of the great people,
6 the men and women, that make up our fire
7 department. Thank you.

8 CHAIR GARCIA: Thank you.

9 MR. AUNGST: Mr. Chair. Chief Ferrari, thank
10 you for your leadership and your service. And,
11 Mr. Gilzean, thank you for your leadership. And
12 Mr. Shirey, thank you for your collaborative
13 leadership. When I first got involved about, I
14 guess, ten months ago now, one of the biggest
15 concerns I had in speaking to our men and women in
16 our fire department was that the staffing level had
17 not been increased since the 1980s, which, along
18 with a lot of frontline vehicles that were over 15
19 years old, really had me concerned. And in a very
20 short period of time, with your leadership and
21 Glenn's leadership and Jon's leadership, we've been
22 able to really accelerate bringing this department
23 where it needs to be as the best department in the
24 State of Florida. So I want to thank you-all, all
25 three of you, and I want to let the men and women

1 of the fire department and all of our team members
2 know how much we appreciate you. And we're not
3 going to stop until this is the absolute best place
4 to work. So I appreciate it. Thank you.

5 MR. FERRARI: Thank you very much.

6 CHAIR GARCIA: Thank you for your comments,
7 Supervisor Aungst, and thank you, Chief, for your
8 comments.

9 MR. FERRARI: Thank you.

10 MR. GILZEAN: All right. Next item, so one of
11 our other top priorities of the district has been
12 promoting good financial stewardship of taxpayer
13 dollars. To that end, we restructured our
14 purchasing process. The Board adopted a new
15 procurement policy. We opened every contract up
16 for bidding while prioritizing local and
17 veteran-owned business.

18 Contained within the economic impact report,
19 as of November 30th, three months in, we have saved
20 all taxpayers \$4.2 million. Let me say that again,
21 \$4.2 million. And I couldn't have done this
22 without the help of Tiffany Kimball and her
23 procurement team because they worked diligently to
24 ensure that taxpayer dollars are being spent in the
25 most efficient, and ensuring that also we have the

1 highest quality of service, as well.

2 So in addition to that, as you heard from some
3 of the public speakers, we have over \$15 million
4 worth of new vendors to the district. We know that
5 when you bring competition in, prices go down. And
6 of that 15 million, 9 million went to companies
7 that were headquartered right here in our backyard.

8 I'm proud to say, we're just getting started.
9 And to that end, I'm going to put us some breaking
10 news, breaking news. I have a goal that I'm going
11 to go on the record and say that we're going to
12 save this district, we're going to save all
13 taxpayers, roughly \$8 million, just through our
14 procurement policy. Take that to the bank. I want
15 you to hold me accountable to make sure that we
16 achieve that before the end of this fiscal year.

17 So in addition to fairly bidding these
18 contracts, with the help of our procurement team,
19 we've launched a new bidding website in partnership
20 of PlanetBids. This website -- and also our
21 awesome IT team, who has gone up and beyond to make
22 this happen prior to the deadline, so kudos to
23 Yenni and her amazing team.

24 This website includes a cutting edge
25 transparency that, that way, anyone from the public

1 may access all bidding documents, all contracts
2 that the bid -- the district solicits. If that's
3 not transparency, I don't know what it is. With
4 this platform, our Buy Local now, veteran-owned,
5 opportunity vendors can also be shared with other
6 local governments to strengthen our ties within the
7 community. So kudos to everyone involved with
8 that. For the record, you have -- oh, there it is,
9 \$4.2 million saved. Voila.

10 All right. Moving on. The next item I'd like
11 to discuss, our proposed resolution to
12 outstanding -- outstanding tax liabilities. And
13 through the review of our previous operations at
14 the district, it was discovered that the previous
15 leadership decided not to collect the legally taxes
16 obligated from employees for receiving the seasonal
17 pass benefits. Even though this is owned by
18 employees, it didn't seem fair that our great
19 employees should be hit with several thousand
20 dollars due to poor decisions by the previous
21 leadership.

22 Since discovering the issues, we've worked
23 with our legal counsel, our financial team, and a
24 tax expert to find a resolution that didn't punish
25 our employees and retirees. I would like to thank

1 Susan and our finance department. I am pleased to
2 present to the Board that we found a resolution to
3 this matter that will take care of this issue. We
4 have submitted a proposal -- proposed resolution to
5 the IRS and awaiting their response. As soon as we
6 have word from the IRS, we will alert our employees
7 and retirees that this matter is fully resolved.

8 I want to be clear when I say this. The
9 concerns about the prior Board and district
10 administration is not a representative view of my
11 view of all of CFTOD employees. I deeply
12 appreciate the hard work and dedication of almost
13 all 400 of our employees who have -- who are here
14 and who are showing up each and every day and
15 dedicated to the work and the mission, and I -- to
16 that, I thank you.

17 The next order of business to talk about is
18 the end-of-year holidays off. Our good friend, Jon
19 Shirey, has already beat me to the punch. So thank
20 you, sir. But the district administration -- I
21 want to thank also Governor Ron DeSantis for
22 prioritizing the well-being of State employees. In
23 line with the Governor's granted -- in line with
24 what the Governor granted to State employees, CFTOD
25 staff will be granted the same holidays, as well.

1 These days are off in addition to the regular
2 office closures at the end-of-the-year break. I
3 also want to thank the Board and district
4 administration team for assuring the safety,
5 wellbeing and work-life balance for all employees
6 and keeping that as top of mind as we transition to
7 an independent government.

8 This brings me to our new supplemental policy
9 for your review, members of the board. Over the
10 past several months, staff has risen to the
11 occasion ensuring that the transition of this new
12 leadership is seamless, despite what the media
13 tries to sensationalize, and our operations are
14 stronger than ever. And that is because the -- our
15 most valuable resource are staff. Every employee
16 in the district shows up to work, putting all into
17 making sure that this government functions
18 efficiently, precisely, and excellently, in the
19 interest of our taxpayers and the millions of
20 visitors.

21 I want to leave you with this, Mr. Chairman,
22 and members of the board: We have the brightest,
23 the most talented people in the world coming
24 together to form what is going to be -- I will
25 argue and say now -- the best government in Florida

1 here at CFTOD. I am proud of our employees and
2 everything that they've accomplished through their
3 collective and individual service.

4 Those who want a copy of the items presented
5 today, they may retrieve them on
6 oversightdistrict-newsroom after 2:00 p.m. today.

7 Now I want to formally deliver you the
8 supplemental performance award policy to the Board,
9 and I ask that you vote in favor of this award.
10 The floor is yours, Mr. Chairman.

11 CHAIR GARCIA: I see that Supervisor Aungst
12 has something to say. The floor is yours.

13 MR. AUNGST: Mr. Chair, as usual. I'll try
14 and keep it concise, but, again, Mr. Gilzean, the
15 product of your leadership is evident, and that is
16 that we are creating, in my view, the example for
17 local involvement in the State of Florida, and
18 that's our goal, and we're getting there. We're
19 getting there a lot quicker than a lot of people
20 think we are or from what you read.

21 The best example -- one of the best examples
22 is the website. That procurement website is fully
23 transparent. When I first walked in this room, one
24 of the things I asked the old leadership was why
25 isn't anything on the website, why can't I find the

1 documents, why can't I find the Board packet, why
2 can't I find the minutes? And the answer was,
3 Well, we get a lot of public records requests, and
4 we don't really want people to know what Disney is
5 doing.

6 And so I think when you see the accessibility
7 of this Board, the accessibility of Mr. Gilzean,
8 the fact that we're building relationships, not
9 just with our employees, not just with our
10 taxpayers, but also with the community and the
11 communities that surround us, getting involved with
12 chambers of commerce, engaging business leaders,
13 engaging people, that can help us take this
14 district to the next level.

15 All that brings me to say, I have the
16 privilege of dealing with local government
17 employees throughout the state every day in what I
18 do for work, and I can tell you that we have the
19 best employees in the state. And this supplemental
20 performance award that Mr. Gilzean has come up
21 with, this is his idea, is something that is well
22 deserved and is earned. You-all are valued, and
23 that you-all have a significant impact on the
24 quality of this very, very special place. And we
25 appreciate each and every one of you, and I am very

1 excited to be able to provide this to you-all, and
2 I appreciate Mr. Gilzean bringing it to us for a
3 vote.

4 CHAIR GARCIA: Well, does that conclude your
5 management report?

6 MR. GILZEAN: Yes, sir.

7 CHAIR GARCIA: Well, thank you for the report,
8 and, more importantly, thank you for your
9 leadership, sir.

10 That takes us to new business. First item is
11 8.1, which is the supplemental performance award
12 policy that Supervisor Aungst and Mr. Gilzean just
13 spoke to. So let me just comment briefly on this.

14 Mr. Gilzean has asked the Board to approve a
15 one-time supplemental performance award for the
16 staff. I'm in favor of it. Let me explain why.
17 When the Board was appointed ten months ago, no one
18 could have predicted that we would inherit a public
19 policy mess, let alone a colossal one. We quickly
20 discovered that the district had conflicting
21 general counsel, no Board policies, and even lacked
22 a chief financial officer. Straight away we went
23 to work to right the ship.

24 First, we hired a leading law firm that
25 specializes in representing municipalities to serve

1 as our general counsel. Next, we hired a
2 registered financial and municipal advisor that
3 specializes in representing state and local
4 governments. After additional discoveries
5 involving the deficiencies in internal operations,
6 we hired a new district administrator, Mr. Gilzean.

7 He, together with our general counsel, helped
8 us design and implement an array of policies that
9 will finally, after 55 years, promote the public
10 good by governing the district as an independent
11 government agency. These policies immediately
12 succeeded producing greater transparency over
13 district operations, a system for more accurate and
14 honest financial reporting, and a channel for
15 employees to report any grievances.

16 They also established this procurement process
17 that we're so proud of, and you just heard the
18 numbers, \$4.2 million in savings. Over \$15 million
19 for new contracts to people that never had an
20 opportunity to bid on district work and are now
21 receiving it. You've seen the small businesses
22 that have come out to express their gratitude, and
23 all that is due to Mr. Gilzean's leadership and of
24 the work of our staff here at the district. He
25 didn't do it by himself. And it's his idea, this

1 performance award is Mr. Gilzean's idea.

2 So to despite -- despite efforts, both within
3 and outside of the district to undermine some of
4 this essential progress, many -- many members of
5 our staff proudly and eagerly welcomed these
6 changes. To recognize their efforts during this
7 initial period of significant change, the Board is
8 going to consider Mr. Gilzean's proposal for a
9 one-time supplemental performance award. Do you
10 have anything further to say other than what you've
11 already said in your management report?

12 MR. GILZEAN: No, sir.

13 CHAIR GARCIA: Are there any other comments
14 before I ask for a motion on the performance award?

15 Hearing none, is there a motion that we
16 approve it?

17 MR. PERI: So moved.

18 MR. BARAKAT: I'll second.

19 CHAIR GARCIA: Any further discussion?

20 Hearing none, all in favor, indicate by saying aye.

21 THE BOARD: Aye.

22 CHAIR GARCIA: Let the record reflect that the
23 motion passes unanimously. Thank you again,
24 Mr. Gilzean.

25 MR. GILZEAN: Thank you.

1 CHAIR GARCIA: Okay. Now we turn to Item 8.2,
2 and this relates to the audit report that was
3 posted on our website Monday night. So let me give
4 you just a little bit of perspective about this
5 independent audit report. Legislation passed
6 earlier this year obligating to the board of
7 supervisors to submit to the Governor and Florida
8 legislature an audit report by February 24th that,
9 "A report that includes a review of all remaining
10 powers and authorities," vested in the district.

11 The board prepared to comply with this
12 statutory obligation. First, we sought the advice
13 of our general counsel. He outlined the substance
14 and form of the appropriate independent audit to be
15 submitted to the elected officials in Tallahassee.

16 Next, we worked with the district's legal team
17 to conduct a nationwide search to evaluate,
18 interview, and ultimately select leading experts in
19 pertinent fields to contribute to the audit. Those
20 experts included the following: one, a renowned
21 legal scholar with expertise in property law,
22 land-use planning, and economics.

23 Two, a national land-use firm with extensive
24 planning experience here in Central Florida.

25 Three, a forensic accountant with prolific

1 experience conducting investigations for the U.S.
2 Securities and Exchange Commission, the U.S.
3 Department of Justice, and the U.S. Marshal
4 Service.

5 Four, a prominent municipal adviser to both
6 the municipal securities, rule-making board, and
7 the U.S. Securities and Exchange Commission.

8 And then, finally, several imminent law firms
9 with collective experience in investigations,
10 Florida general law, municipal law, governance,
11 conflicts of interest, and civil and criminal
12 malfeasance.

13 The Board successfully met its obligations.
14 These experts prepared an independent audit, which
15 was posted on our website Monday evening, and will
16 be delivered to the appropriate Florida elected
17 officials this week if the Board approves it today.

18 This audit, this independent audit, is 80
19 pages containing history, forensic results,
20 analysis, policy recommendations, several
21 independent expert reports, as well as 77 exhibits.
22 So this comprehensive report, here it is
23 (indicating). It's posted on the website, and
24 you're -- you're welcome to visit it.

25 In addition to our general counsel, I've asked

1 three of the experts who contributed to the audit
2 to make recommendation at our meeting today. And I
3 will now turn it over to our general counsel, who
4 spearheaded this effort to generate this
5 independent audit for the district. Mr. Ardaman.

6 MR. ARDAMAN: Thank you, Mr. Chairman, board
7 members. I've been asked to identify the
8 qualifications of the experts. I'd like to kick
9 that off -- the way I'm going to do it with your
10 permission is to talk about the qualifications of
11 the three experts in the order that they will
12 appear before you.

13 The experts and the attorneys and the legal
14 scholars that researched and investigated and
15 prepared their reports. Their insights and their
16 assistance in compiling this report or audit are
17 some of the most highly qualified and renowned
18 individuals and firms in the country, as alluded to
19 by our chairman.

20 The first expert that you will hear from this
21 morning is William Jennings. The district hired
22 William Jennings, senior director at Delta
23 Consulting Group, to review accounting information
24 and related financial policies and practices, and
25 to conduct an independent review and forensic

1 accounting investigation of the district's past and
2 present financial and related matters.

3 Mr. Jennings has more than 40 years of
4 in-depth experience in forensic accounting, fraud
5 investigation, and asset recovery services. He has
6 provided expert testimony in numerous domestic and
7 international courts. Bill has conducted
8 investigations for the United States Securities and
9 Exchange Commission, the SEC. He's done the same
10 for the United States Department of Justice and the
11 United States Marshals Service.

12 Excuse me. Mr. Jennings has a bachelor of
13 science in accounting, and he has an MBA. He is a
14 certified public accountant, accredited in business
15 valuation, ABV. He's certified in financial
16 forensics as a CFF. All designations issued by the
17 American Institute of Certified Public Accountants.
18 The CFF credential signifies the existence of
19 specialized forensic accounting skills and
20 experience that include forensic accounting
21 investigation.

22 He is a certified fraud examiner, CFE, through
23 the Association of Certified Fraud Examiners, which
24 signifies a requisite expertise in the prevention
25 and detection of fraud. Also, he is a private

1 detective licensed in the State of Illinois.

2 Mr. Jennings has provided expert testimony before
3 federal courts throughout the country: The U.S.
4 Bankruptcy Courts and Securities and Exchange
5 Commission, and multiple other regulatory agencies.
6 Bill Jennings has written the textbook, Fraud
7 Investigation and Forensic Accounting in the Real
8 World, for the largest textbook publishing house in
9 the United Kingdom. That's the first one you'll
10 hear from.

11 The second one is Professor Donald J. Kochan,
12 K-O-C-H-A-N. Sounds like ocean, when I first met
13 Professor Kochan. The district hired Donald J.
14 Kochan, a professor of law, and executive director
15 of the law and economics center at George Mason
16 University Antonin Scalia Law School to produce a
17 report to identify whether there were any
18 constitutional and structural strengths or
19 infirmities existed in the former RCID.

20 Professor Kochan previously was the associate
21 dean for research and faculty development and the
22 Parker S. Kennedy professor in law at Chapman
23 University's Dale E. Fowler School of Law. And an
24 Olin, O-L-I-N, fellow at the universal --
25 University of Virginia School of Law, and visiting

1 assistant professor of law at George Mason's Scalia
2 Law School.

3 Professor Kochan is an elected member of the
4 highly selective American Law Institute, ALI, and
5 serves as an adviser to ALI's Restatement of the
6 Law Fourth Property project, by appointment by the
7 executive director of the ALI. He is also an
8 elected life fellow of the American Bar Foundation.
9 Professor Kochan has an extensive set of
10 presidential appointments to leadership positions
11 and committees and councils at the American Bar
12 Association.

13 Professor Kochan's scholarship focuses on
14 areas of property law, constitutional law,
15 administrative law, local government law, natural
16 resources and environmental law, and law in
17 economics. He has published several books,
18 including the treatise on property and law use
19 titled, The Law of Neighbors, and more than 50
20 scholarly articles and essays. Professor Kochan's
21 work has been cited and/or quoted in more than 800
22 scholarly articles written by his academic peers.
23 Professor Kochan has been cited and quoted
24 favorably in dozens of books, including in leading
25 textbooks and treatises on land use law, local

1 government law, property law, administrative law,
2 constitutional law, law in economics, agency law,
3 business associations, civil procedure, and
4 environmental and natural resources law.

5 Professor Kochan's scholarship and research
6 has been cited and/or quoted in more than a dozen
7 state and federal court opinions, and in more than
8 75 briefs filed in state and federal courts,
9 including more than 25 filed in the United States
10 Supreme Court.

11 I have to make this one last point, it's
12 pretty impressive, of recognition of Professor
13 Kochan. In an amicus brief from Dr. James
14 Buchanan -- he was the economist who won the Nobel
15 Prize for economic studies for his development of
16 public choice theory, otherwise known as the
17 interest group theory of governance -- points
18 critical to the analysis in Professor Kochan's
19 report presented here today. In Dr. Buchanan's own
20 brief to the United States Supreme Court in the
21 famous Kelo versus City of New London case, many of
22 you here, even if you're not lawyers, know about
23 this case. It's been covered by the media for
24 years. Dr. Buchanan endorsed, quoted, and cited
25 Professor Kochan's expertise and innovative work in

1 this field of law and economics. Dr. Buchanan
2 relied upon Professor Kochan's work in that brief
3 because Professor Kochan was the first scholar to
4 apply public choice theory, the theory Dr. Buchanan
5 fathered and for which he won the Nobel Prize, to
6 reveal the real world dynamics behind private
7 interest capture of eminent domain power.

8 The third individual expert you'll hear today
9 is an attorney, but not just any attorney. His
10 name is David H. Thompson. He is the managing
11 partner of Cooper and Kirk. Mr. Thompson joined
12 that firm as its founding -- at its founding.
13 Mr. Thompson has extensive trial and appellate
14 experience in a wide range of matters, has secured
15 victories worth billions of dollars. He has
16 litigated cases in over 30 Federal District Courts,
17 argued in each of the 13 Federal Circuit Courts of
18 Appeal in the country, and argued before the United
19 States Supreme Court, as well as many state courts.

20 Mr. Thompson was awarded an A.B. degree, magna
21 cum laude, from Harvard University in 1991 where he
22 was elected to Phi Beta Kappa. In 1994,
23 Mr. Thompson received a J.D. degree, cum laude,
24 from Harvard Law School.

25 Those are the three that you'll hear from

1 today, Mr. Chairman, vice chairman, and board
2 members, and members of the public and team, but I
3 would like to touch on three other experts briefly
4 that were integral in to this report and the
5 district's work.

6 The district hired Kimley-Horn to develop an
7 urban planning report on the RCID in cities of Bay
8 Lake and Lake Buena Vista to prepare the
9 Kimley-Horn report for this overall report.
10 Kimley-Horn is one of the premiere planning,
11 engineering and design consulting firms in the
12 United States with over 7,000 employees. In 2022,
13 the firm ranked number one among building, design,
14 and construction's top 80 engineering firms in
15 their 2022 Giant's 400 report. Every year since
16 2008, Kimley-Horn has been recognized by
17 Engineering News Record as one of the nation's top
18 green design firms with more than 100 of the firm's
19 professionals earning LEED, L-E-E-D, all caps,
20 accreditations.

21 Kimley-Horn assembled a team of experts,
22 including urban planners, civil and environmental
23 engineers, and transportation planners to
24 contribute to their report. Kimley-Horn also has
25 worked with Professor Kochan on providing Professor

1 Kochan with information for Professor Kochan's
2 report.

3 The district also hired Public Resources
4 Advisory Group, PRAG, P-R-A-G, to serve as an
5 independent financial adviser to the district.
6 PRAG is a nationally recognized independent
7 financial adviser that serves state and local
8 governments. It is registered as a municipal
9 adviser with the securities rule-making board and
10 with the U.S. Securities and Exchange Commission as
11 a registered investment adviser. Memoranda
12 relating to their work are contained in the report.

13 The district also hired Raftelis to serve as a
14 utility rate setting expert in relation to the
15 district's labor services agreement with Reedy
16 Creek Energy Services, RCES, a wholly owned
17 subsidiary of the Walt Disney Company. Raftelis
18 provides management consulting expertise to local
19 governments and utilities, including in the areas
20 of finance assessment, technology, and strategic
21 planning.

22 These are the principals, Mr. Chairman, vice
23 chairman, and board members, but there were others.
24 These are the ones I wanted you to hear about, and
25 the public to hear about, as well.

1 CHAIR GARCIA: And, Mr. Ardaman, from your
2 comments, I understand Mr. Jennings will present
3 first.

4 MR. ARDAMAN: Yes, Mr. Chairman. The thought
5 is Bill Jennings will present to the Board first,
6 then Professor Donald J. Kochan, and then Attorney
7 David Thompson from the Cooper Kirk firm.

8 CHAIR GARCIA: Okay. Mr. Jennings.

9 MR. JENNINGS: Good morning. Good morning,
10 Mr. Chairman, and thank you, Mr. Ardaman, for your
11 kind remarks. My name is Bill Jennings. I am, as
12 Mr. Artaman said, a senior director at Delta
13 Consulting Group. I do have more than 40 years'
14 experience in conducting forensic accounting
15 investigations, and was contacted by attorneys
16 representing the Board to conduct a forensic
17 accounting investigation of the district.

18 The only instructions I was given were that I
19 was not to speak to the other experts who had been
20 retained by the Board, and that I was to conduct my
21 investigation in a complete and independent manner
22 without any interference from the attorneys or
23 others, and so I was given pretty wide reign.

24 I originally came out in August of this year
25 and met with Mr. Gilzean and other employees of the

1 district, and the primary purpose of that first
2 encounter was to identify issues that myself and my
3 team would then investigate.

4 We sat down with a number of the employees of
5 the district in that initial meeting. We gathered
6 documents. We did a lot of independent research
7 and then developed a plan. We identified certain
8 issues that we thought required further
9 investigation, and we developed procedures to
10 investigate those issues. Those procedures
11 included a massive collection of both hard copy and
12 electronic data and evidence.

13 Also, we did a lot of independent research
14 consulting not only publicly available information
15 but other public records that were also accessed or
16 available to us. We had -- we also then --
17 following those steps, we interviewed many
18 employees of the district, and we worked on that
19 second phase from September through the end of
20 November, and spent a fair amount of time here at
21 the district office, and also touring the entirety
22 of the district to actually make physical
23 observations and photograph the various
24 manifestations of the district's responsibilities,
25 including roads, water-controlled projects,

1 utilities, and the like.

2 We have a number of findings. They're
3 included in a written report that we submitted to
4 the attorneys on November 24th. It's quite
5 extensive. It runs well past 80 pages in terms of
6 its narrative, and then, of course, there are
7 numerous attached exhibits. So I'm not going to be
8 able to go page-by-page, but I did want to
9 highlight some of the more significant findings.

10 One of the things we looked at were the use of
11 American Express cards, district American Express
12 cards, by district employees. We selected
13 Mr. Classe and several other employees and got the
14 records related to their American Express
15 expenditures going back to 2021. We didn't find
16 very much except with respect to expenditures by
17 Mr. Classe.

18 During the period from 2021 through 2023,
19 Mr. Classe spent approximately a hundred thousand
20 dollars on what were described as public
21 relations -- or, sorry, not public relations,
22 personnel relations activities. These would be a
23 variety of parties in remembrance of staff that
24 were past staff, current staff, members who are
25 being recognized for a variety of reasons. And

1 then also in a separate category, spent about
2 \$80,000 on events. These included town hall
3 meetings, parties for residents of the cities of
4 Bay Lake and Lake Buena Vista and other related
5 events. And then approximately 20 -- I'm sorry,
6 \$27,000 on entertainment. This included various
7 golfing activities, as well as local sporting
8 events.

9 We noted that the existing written policies
10 and procedures related to American Express,
11 district American Express expenditures, were
12 followed except in one instance, but that,
13 essentially, Mr. Classe had the ability to override
14 any of the procedures.

15 We then identified another, more significant
16 matter, which was this thing that Mr. Gilzean
17 talked about related to Disney park passes and
18 discounts at Disney venues given to district
19 employees. I think it's important to understand,
20 and we didn't realize this at the beginning of our
21 work, but, actually, originally, all the district
22 employees were Disney employees. There wasn't a
23 separate district payroll until 1998, and so these
24 employees had received, as Disney employees, just
25 as other Disney employees all received, park passes

1 and discounts at Disney venues. When the separate
2 payroll was created, a process was initiated, and
3 we were unable to find an agreement that required
4 this or supported this practice, but what Disney
5 would do is it would calculate all of the amounts
6 that were given to district employees in park
7 passes and discounts and then bill those back to
8 the district, several million dollars a year.

9 This is very important, and, you know, again,
10 all -- we have no opinions about things. Our --
11 our job was simply to report the facts. But the
12 fact is that in many of the situations that I've
13 investigated, you know, people tend to function in
14 terms of their own best interest. And so one of
15 the problems that we noted with the park passes and
16 the discounts was that that would give the district
17 employees a sense of being beholden to Disney,
18 you know, that they were receiving these things
19 from Disney and would, therefore, owe some loyalty
20 to Disney.

21 The other problem, though, was a more
22 immediate problem, and I raised it to Mr. Gilzean's
23 attention when I first discovered it, and that is
24 this notion that these benefits actually
25 represented taxable income for the employees which

1 was not reported to the IRS. Now, this wouldn't
2 have been so bad except there were two district
3 employees, the former CFO and the former human
4 resources manager, who raised this issue back in
5 2018 with Mr. Classe and were told that they should
6 put aside their concerns and not raise the issue
7 again because the passes and the discounts were
8 given to -- as a training device for district
9 employees. Of course, that leaves out the fact
10 that they also included other household members.
11 And we did raise this issue, and Mr. Gilzean dealt
12 with it very promptly in his own way.

13 Another thing that we found related to the way
14 that the district procured products and services,
15 so this is the procurement process Mr. Gilzean
16 referred to earlier. What we found was that there
17 were very few written policies around procurement,
18 and the ones that we discovered had some odd
19 elements to them. For instance, with respect to
20 items that would be, in total, less than \$200,000,
21 the departments, essentially, could make their
22 procurement decisions. They did not have to follow
23 any process that included the district's
24 procurement department.

25 The other thing was that certain types of

1 products and services, and, of course, this was
2 really at the discretion of the departments, could
3 be classified as a type-A contract. And, in that
4 situation, the contract could be given to anyone
5 that, among other things, the district -- or the
6 department leader or department members felt good
7 about. That's a very strange concept in
8 procurement. And the problem with that type of
9 process is that it -- you know, and, again, my
10 other work over the past 40 years, creates the
11 opportunity for corruption. So, in other words,
12 this creates an opportunity for people to receive
13 gifts from vendors in exchange for their agreement
14 to feel good about them.

15 But there's a bigger problem here, and one of
16 the things we also found was that even in the cases
17 where the contract amounts exceeded \$200,000, when
18 they were put out to bid, they were put out to bid
19 to a closed vendor list that had not been expanded
20 in many, many years. And so it was essentially a
21 closed loop. This creates that same problem. In
22 other words, if you want to stay in the closed
23 loop, you do what's necessary to make sure the
24 department heads and the other department employees
25 feel good. And that, again, raises the -- the

1 opportunity for corruption, bribery, that sort of
2 thing, but also it creates a bigger problem, which
3 is, it suppresses competition.

4 And that has two effects. One is from the
5 district standpoint, as the victim of this, the
6 products and services that you're receiving from
7 this closed loop of vendors may not be the highest
8 quality products and services that you could
9 obtain. The other problem is that you may not be
10 obtaining them at the best price, that you're
11 paying a price that's higher than you would pay if
12 you were able to obtain these things in an arm's
13 length fashion.

14 Further, a closed loop like that, especially
15 in a large, geographic area, suppresses
16 competition. So you have no ability for other
17 businesses to be able to participate in that -- in
18 that economic opportunity. And so they don't --
19 they simply don't come to the district because
20 they're not welcome. They're not in the closed
21 loop, and so by definition they're out. They're
22 outside looking in, and so we -- we thought that
23 was a pretty significant problem.

24 Another thing that we identified related to
25 the -- there's a project that's called the World

1 Drive North Extension project, and the World Drive
2 North Extension project, essentially, is designed
3 to address some of these traffic problems that
4 you're talking about, but part of it -- part of
5 this -- the third phase of it, in any case,
6 requires there to be a -- a crossing of three holes
7 on a Disney-owned golf course. And so in a
8 situation like that, you know, there are two ways
9 that you can go. You can either negotiate with the
10 land owner to obtain the right to, you know, use
11 that land for the roadway, or you can go through
12 what I would think of as a condemnation proceeding.
13 In other words, for a governmental -- sovereign
14 governmental unit goes to court, basically, to be
15 able to -- to be able to access land that is owned
16 by a private citizen.

17 We talked to a number of employees, and we
18 looked at all the records that were available. As
19 it turns out, this was a negotiated agreement
20 between RCID and Disney in which RCID agreed to pay
21 \$7.7 million for the cost of moving those three
22 holes on the golf course. And, in fairness, we
23 were told by the employees that this was a great
24 economic deal, but the one thing we didn't find
25 anywhere was any sort of independent economic

1 evaluation that had been performed by anyone to
2 determine whether the 7.7 million would be the best
3 way to proceed, or if it would have been better to
4 go through a condemnation proceeding.

5 In that regard, another thing that we found
6 associated with roadways is that there were over
7 \$21 million of budgeted road improvements that were
8 never made between 2020, I believe, and 2023. And
9 we asked about that, and we were told that there
10 were environmental conditions and
11 over-aggressiveness by the head of the department
12 that would have been responsible for making the
13 improvements. But what we ultimately discovered is
14 that money actually became an \$18 million surplus
15 for the general fund, which is obviously a more
16 easily accessed fund for other purposes that might
17 be carried out under the auspices of the Board, the
18 RCID Board.

19 The other thing we found out, and this was
20 also by direct observation, was that of the money
21 spent, the money that was spent for road
22 improvements was spent to improve roads that would
23 be used by Disney customers. The roads that were
24 not the roads that would be used by Disney
25 customers were left unattended. And, in fact,

1 independent evaluations of their -- their current
2 condition revealed a decline in performance -- or a
3 decline in condition, rather, following in 2017.

4 Now, there's a further problem with this
5 because the district adopted an accounting
6 methodology that essentially, without boring you
7 with the details, requires that if you adopt this
8 methodology, you are agreeing to maintain the
9 assets that you are accounting for in this way in
10 their best condition. And so if you fail to do
11 that, you would likely be required to change the
12 accounting method. And if that happened, that
13 would have an impact on -- potentially,
14 potentially, on bond ratings and interest rates
15 paid by the district. And so we thought that was a
16 fairly significant thing.

17 The other thing that we identified was that
18 there was -- so this is a little bit of a nerdy
19 accounting thing, but the way things work in
20 accounting, is when you're constructing an asset --
21 in other words, before it's completed -- you
22 account for it as something called construction in
23 progress, meaning that you don't depreciate it.
24 And it's not viewed as an asset that is expected to
25 produce anything until you complete it.

1 We found a number of assets -- so this would
2 have been something -- tens of millions of dollars
3 in construction in progress that had not moved out
4 of construction in process (sic) since 2021. A lot
5 of the records we were given were 2021 forward.
6 Among these things was a very expensive, a
7 multi-million dollar piece of equipment that was
8 purchased for something called a typhoon
9 substation, but the building that it was supposed
10 to be housed in, in which it was supposed to be
11 function, had never been built, and so the
12 equipment is sitting in a warehouse.

13 We weren't -- a lot of the other equipment
14 related to utilities, and I'll explain why in a
15 minute that we weren't able to do much with that,
16 but a lot of the utility equipment also is in
17 construction process -- or progress and has not
18 moved to completed status.

19 The problem with that -- and, of course, I've
20 done a lot of work all over the world, especially
21 with utilities, electric utilities, is -- there's a
22 huge, incidentally, a nuclear power plant on the
23 island of Taiwan that has an enormous amount of
24 equipment, you know, billions of dollars of
25 equipment, that is sitting there becoming obsolete

1 and rusting. Water is pumped through it, but it
2 hasn't generated one bolt of electricity. And so
3 that's the problem is that it's not like this
4 equipment is, you know, permanent, that it can
5 always be placed into service, and so that's a
6 concern with that, as well.

7 One of the things that we were asked about
8 that produced an interesting answer, but was not a
9 problem for the district, related to who was paying
10 for policing in the district. And as it turns out
11 that when we first identified this issue in August,
12 we thought the district was paying for the
13 policing. Of course, that would be forbidden by
14 the district, the RCID's charter. And we did learn
15 that, in fact, that charter had not been violated;
16 that the policing was being paid for by Bay Lake
17 and Lake Buena Vista.

18 The problem is, is that the reason we thought
19 it was a problem to begin with is all of that
20 information, all of that accounting information,
21 for the cities and for the district, is actually in
22 the same general ledger, so the same accounting
23 records at the district. So the district does all
24 the accounting for the cities. Now, for the
25 policing payments, those were all made from bank

1 accounts that were owned by Bay Lake and Lake Buena
2 Vista, and so everything was fine from the, "Who
3 paid for the policing part."

4 But what we then discovered was that actually
5 the district provides all of the services for the
6 cities, for Bay Lake and Lake Buena Vista, under an
7 interlocal agreement that was entered into in 2022,
8 it's a 40-year agreement, and literally pays for
9 everything that the cities require in terms of
10 services except policing by the district. Now, the
11 problem with that is not everybody in the district
12 lives in Bay Lake or Lake Buena Vista. In fact,
13 the people live in Bay Lake -- residents of Bay
14 Lake and Lake Buena Vista are either current or
15 former Disney employees who were employed by Disney
16 for more than ten years and their family members.
17 And so the people who aren't those people are
18 paying taxes but not receiving the benefits because
19 those are actually going to the residents of the
20 cities.

21 The other thing that we discovered was that
22 the district actually has eight utilities that, to
23 a greater or lesser extent, provide critical
24 services to the district. So, naturally, we wanted
25 to investigate the utilities to see, you know, how

1 they were set up, how they were operating, and
2 perform the same sorts of procedures that we did
3 with the other manifestations of the district.

4 Unfortunately, I created quite the firestorm
5 when I asked the human resources manager to set up
6 an interview with the first utility employee. As
7 it turns out, the utility employees are all
8 employees of Disney. They are not district
9 employees. And I discovered that actually there's
10 not an easy way for Mr. Gilzean or other employees
11 of the district to interact with the employees of
12 the utilities. And we, in fact, were not permitted
13 to speak to any of them, nor were we permitted to
14 enter any of the physical manifestations of the
15 utilities.

16 One of the things I wanted to look at was the
17 electric generation plant. The thing that I did
18 discover indirectly was that actually the district
19 generates no electricity from that plant. It's a
20 co-generation plant. The district generates no
21 electricity from it. All the electricity in the
22 district is purchased from third parties and
23 delivered to the grid. And I was asking, well, why
24 are they maintaining this plant? And I was told by
25 one of the district employees that the reason for

1 the plant was that it would be there in case of
2 emergency.

3 Well, again, I didn't get to speak to anybody.
4 I certainly did not -- was not allowed to enter the
5 plant, but one thing I can tell you is unless it's
6 generating electricity using gas turbines, the time
7 to bring online any steam-generated electric plant
8 is -- is significant. And so the extent to which
9 it would be available in an emergency, in my
10 opinion, is highly questionable.

11 The one thing I will say, though, is that all
12 of the district employees were highly cooperative
13 with us and took great pains to get us the
14 information that we were requesting as part of our
15 investigation. And, you know, I found it to be an
16 entirely -- an entirely cooperative and
17 effective -- effective environment to work in.
18 Thank you very much, Mr. Chairman.

19 CHAIR GARCIA: Mr. Jennings, thank you for
20 your comments. And I think what makes the most
21 sense is let's hear from our other two experts, and
22 then we'll ask questions at the end. The only
23 thing I want to make clear, Mr. Jennings, is that
24 the utilities that you refer to are owned by the
25 district, correct?

1 MR. JENNINGS: That's correct. The assets,
2 the assets. The power plant I talked about and the
3 other assets that are the utility assets are
4 actually owned by the district. It's only the
5 employees that are Disney employees.

6 CHAIR GARCIA: Yes. And despite the fact that
7 the district owns those assets, Disney did not give
8 you access to them; is that correct?

9 MR. JENNINGS: That is correct.

10 CHAIR GARCIA: Okay. Thank you.

11 Professor Kochan, you're up next.

12 PROFESSOR KOCHAN: Thank you. I want to just
13 confirm everyone can hear me.

14 CHAIR GARCIA: We can.

15 PROFESSOR KOCHAN: Great. Thank you,
16 Mr. Ardaman. Thank you, Mr. Chairman,
17 Mr. Administrator, and Board members for the
18 opportunity to complete this important study and
19 for the chance to present to you today my summary
20 if its key findings.

21 I regret that I could not travel to be with
22 all of you today in person due to health issues,
23 but I'm glad for this virtual alternative and look
24 forward to seeing you-all in person soon.

25 I'd also like to thank Bill Jennings for the

1 summary of his report. As Mr. Jennings mentioned,
2 our investigations proceeded independently, yet,
3 what I think you'll see by the conclusion of my
4 remarks and by reading my reports, is that they are
5 highly complementary.

6 Indeed, to a scholar like myself, the detailed
7 investigative work that Mr. Jennings did provided
8 supporting facts for what are my theoretical
9 predictions and then what are the theoretical
10 predictions that the fields of my research would
11 provide is extremely useful. It also helped prove
12 the validity of the theories in a way that add
13 significant power to this report.

14 So I feel that the factual findings I was able
15 to develop, as well as the theoretical backdrop,
16 combined with Mr. Jennings' own findings as well,
17 as well as those by the other experts in the
18 district itself, are quite enlightening.

19 As noted, I am Donald Kochan, and I'm a
20 professor of law at George Mason University's
21 Antonin Scalia Law School. I've been a professor
22 there for more than 21 years -- I've been a law
23 professor, excuse me, for more than 21 years, and
24 I've been professionally studying the issues of
25 land use, state and local government, and property

1 and governance issues for nearly 30 years.

2 I also serve at Scalia Law School as the
3 executive director of the law and economics center.
4 It is in -- you know, at the law and economic
5 center is about to celebrate its 50th anniversary.
6 In our flagship judicial education program, the LEC
7 is the nation's preeminent provider of high quality
8 balanced judicial education institutes and seminars
9 that focus on economics, finance, accounting,
10 statistics, and the scientific method. And we've
11 been training federal and state judges, as I
12 mentioned, as well as state attorneys, general law
13 professors, economics professors, and a variety of
14 other policymakers on these subjects for nearly 50
15 years.

16 All of this, the role that I have in the law
17 and economics center is, in part, to -- furthered
18 by the research that I do in law and economics,
19 which would be a big part of the discussion that I
20 present to you today.

21 The goal of my 59-page study, for which I will
22 provide highlights today, is a study titled, "A
23 Legal and Instructional Analysis of the Legitimacy
24 and Consequences of the Governance Regimes
25 Established by the State of Florida's 1967 Reedy

1 Creek Improvement Act and Associated Laws." The
2 goal of this study was to evaluate the Reedy Creek
3 Improvement Act of 1967, and the governance systems
4 that are put in place by it, as well as to use my
5 expertise in evaluating institutions and the means
6 of influencing them to conduct independent research
7 to compare the level of influence of private
8 interests in the establishment of governance of the
9 Reedy Creek Improvement District, and to determine
10 whether there are notable deviations from the norm
11 of good governance.

12 From the very start of Disney's relationship
13 with Florida including by drafting the language the
14 legislature would enact in the Reedy Creek
15 Improvement Act of 1967, Disney is engaged in a
16 well orchestrated and sophisticated lobbying effort
17 to secure what, in effect, is its own private
18 governance regime insulated from the traditional
19 elements of democratic accountability, good
20 governance, and the rule of law that operate
21 everywhere else in the state of Florida, as well as
22 throughout the country.

23 The 1967 Act is extraordinary. It deviates
24 from good governance norms and creates a path for
25 capture and control by private interest groups that

1 threatens the public interest. Ordinary
2 institutional design and limits, democratic
3 accountability mechanisms, and constitutionally
4 grounded processes of good governance serve
5 important purposes. They exist to ensure that
6 government powers remain limited, democratic
7 principles remain protected, citizens remain
8 empowered, and powerful interest groups like Disney
9 are thwarted from capturing the strong arm of the
10 state to advance their private purposes. It is
11 about grounding public purposes in public
12 institutions that are controlled by the public.

13 Indeed, the preservation of these principles
14 of limited governance and the rule of law requires
15 erecting and respecting hurdles to government
16 intervention to, one, ensure that government
17 interference in private affairs is limited to
18 serving the public interest and to those actions
19 truly necessary and requiring such public
20 intervention.

21 And, two, to maximize the space for private
22 ordering and market competition free of special
23 privileges so that economic freedom, competition,
24 innovation, and growth may flourish. That means
25 that governance is intentionally difficult and

1 time-consuming with the opportunity for the kind of
2 broad public participation and scrutiny that leads
3 to optimal decision-making, including balance and
4 competing interests, and recognizing that the
5 neutrality principle grounding good governance
6 prohibits picking favorites.

7 This idea that governance is meant to be hard
8 will be discussed in my presentation, and it is
9 discussed in my report, as a contrast to the claim
10 that there was a need for flexibility and easy
11 governance by Disney in getting the special
12 privileges it received in the Reedy Creek
13 Improvement Act of 1967.

14 Legislation that sets the framework risking
15 the relaxation of the norms that I have discussed
16 should be re-evaluated. The report provided to you
17 concludes that the 1967 Act, the political
18 environment surrounding its creation, and the
19 maintenance of authorities under the Act, and
20 governance pursuant to the Act, have all surely
21 accomplished a dangerous relaxation of normal
22 limits on governmental power and the structures of
23 democratic accountability.

24 To reach these conclusions, this report brings
25 expertise and scholarly insights to bear upon the

1 inquiry from constitutional law, statutory
2 interpretation, democratic governance, and
3 institution analysis from law and political
4 science, land use planning, local government law,
5 urban planning, administrative law and regulatory
6 policy, and the interdisciplinary work animating
7 positive political theory explaining how politics
8 actually works rather than the idealistic ways we
9 wished it worked, including some key insights from
10 the public choice theory at the intersection of law
11 and economics, which I've already mentioned and
12 will detail in just a bit a little more.

13 When Disney scoped out Central Florida as a
14 potential site for Walt Disney World, the evidence
15 reveals that it was unwilling to locate there
16 unless it could fundamentally alter the legal
17 regime within which it would operate -- be required
18 to operate. Disney wanted a governance structure
19 overseeing its operations with broad jurisdiction,
20 discretion, and flexibility to approve projects.
21 And it wanted a governing authority that was
22 sufficiently in line with Disney's interest, so as
23 to effectively give Disney control. This is what
24 it was seeking when it drafted the 1967 Act and
25 what it achieved by getting the legislation it

1 requested.

2 Somewhat, paradoxically, this meant creating
3 jurisdiction with wider authority independence, yet
4 less power over its principal developer on the part
5 of the actual governing authority. Notably,
6 statements from Disney's consultants working for
7 the development of the RCID describe the motivation
8 for seeking more authority as including to overcome
9 what they described as a, "governance problem."

10 The answer from Disney's consultants included
11 limiting the scope of democracy. Based -- in one
12 statement, they said, "New community developers
13 should be exempted from processing their plans and
14 development across through local governing bodies."

15 It was all a part of this concept that they
16 were selling in getting the Reedy Creek Improvement
17 Act in which they claimed to be authorities that
18 were -- from which they were seeking the Act that
19 they needed to constantly be in, "a state of
20 becoming," and that the only way you could
21 constantly be in this evolutionary state of
22 becoming would be, "To be freed from the
23 impediments to change." And these -- this is
24 Disney's actual language.

25 They considered impediments to change to

1 include things that were "rigid building codes,
2 traditional property rights, and elected political
3 officials." So, again, they were seeking to be
4 unconstrained, and this was the goal from the
5 outset in the 1960s. The ask, therefore, was for
6 the near absence of anticipated traditional
7 government control by creating a government
8 district that Disney effectively controlled.

9 Before proceeding to discuss developments in
10 the legislation, I do want to point out that the
11 RCID, despite using the word "district," and
12 despite the Act using the word "district," the RCID
13 is sui generis, i.e., it does not fit the mold of
14 special districts and should not be compared to
15 most other special districts so classified under
16 Florida or other state laws.

17 Normally, when we use the term, "special
18 district," we're referring to a single and specific
19 purpose, or, in some cases, multi but still limited
20 purpose jurisdiction, such as for fire protection,
21 water supply, drainage, soil and water
22 conservation, sewage, or housing and community
23 development. This special district would then have
24 authority limited to what was necessary to serve
25 the limited purposes, including sometimes the

1 ability to raise revenue for a specific purpose and
2 not generalized jurisdiction, generalized planning,
3 or generalized lawmaking powers.

4 Almost all special districts are defined by
5 the purpose which is determined by the type of
6 service or public need that is being fulfilled by
7 its creation. Entirely atypical is to create a
8 special district motivated to create a mostly
9 general purpose governance structure to carve out a
10 jurisdiction that will serve the needs of a
11 particular constituent or designed to advance a
12 particular industry or particular private purpose.

13 Yet, arguably, this atypical design for a
14 special district was what Disney drafted and
15 proposed to the legislature leading to the 1967
16 Act. And getting its own private jurisdiction was,
17 indeed, the driving force behind Disney's lobbying
18 efforts leading to the 1967 Act. Again, in part,
19 because being a true special district, as a limited
20 purpose special district for drainage, for example,
21 which they started as, was not enough.

22 Special districts are supposed to be created
23 for special limited public purposes. They are not
24 created to serve the needs of a private interest
25 who needs -- claims the need for its own system of

1 governance. Nonetheless, the 1967 Act, in it, the
2 RCID was given extraordinary powers not shared with
3 other special districts in Florida.

4 It created a jurisdiction that unlike
5 municipalities and counties in Florida, it does not
6 have the kind of diverse citizenry and voting
7 public that generates a check on governmental
8 abuse, largesse, or favoritism. The RCID has no
9 residential or voting basis to any significance
10 given the population consisted less than a hundred
11 residents district-wide, almost all of whom are
12 picked by or arguably beholden to or indebted to
13 Disney in some of the ways that Mr. Jennings
14 already identified.

15 And aside from the low numbers, these
16 residents may vote for municipal officials, but the
17 municipalities inside the RCID have few powers to
18 the point they are often called paper cities.
19 There's more detail on that also in the Kimley-Horn
20 reports.

21 And the residents generally are not land
22 owners capable of voting for the RCID board. All
23 this means is that even the residents in the RCID
24 cannot act as an active force to check abuses of
25 power or transgression of prudence. And despite

1 promises to populate the RCID and give residents a
2 futuristic environment in which to live, Disney has
3 regularly and repeatedly found ways to avoid new
4 residents or landowners from counting within the
5 RCID, often just carving out through de-annexation
6 to ensure they could not become effective checks on
7 Disney's capture of RCID power.

8 The 1967 Act rather shockingly exempts the
9 RCID from application of later-passed land use
10 regulations, zoning, or building codes, insulating
11 it from control of general changes in these areas
12 from the state and its authorities unless a law
13 expressly removes the exemption.

14 It's hard for the state to exercise continuing
15 control over the RCID once a path-dependent
16 presumption of independence is set. Disney was
17 available to convince the RCID -- excuse me,
18 convince the Florida legislature in 1967 to give
19 the RCID these extraordinary powers with little
20 attention to preserving facets of democratic
21 accountability and structural limitations. Without
22 any binding obligations to compensate for the
23 negative externalities imposed on the region,
24 including externalities through pressure on roads
25 and transportation, affordable housing, schools,

1 law enforcement and other social services.

2 A brief note on what I mean by externalities
3 is useful here. The idea in the economics
4 literature is that normally individuals are
5 required to internalize the cost of their action,
6 be responsible for the cost of their action, if
7 they impose harm through their actions, if their
8 actions cause harms of others, they are usually
9 responsible for paying for those harms. Those
10 negative externalities are things that would
11 typically require some kind of impact fee or
12 compensation for.

13 But the ideal for any one of us is to be able
14 to internalize all the benefits for actions that
15 externalize all the costs. And what has really
16 been developed through this legislation is a way in
17 which, indeed, Disney is able to internalize all
18 the profits and benefits of its actions while not
19 internalizing all of the costs, and, therefore,
20 causing these kinds of negative externalities.

21 In later -- in addition, we -- the one thing
22 to recognize in terms of the extraordinariness of
23 the legislature is that there is a perpetuity
24 clause in Section 23(1) of the 1967 Act that allows
25 for this failure to apply future land use laws to

1 the RCID.

2 In later years, Disney would seek an advisory
3 ruling from the Florida Attorney General on whether
4 certain laws passed after 1967 applied to the Epcot
5 expansion, for example. The question was whether
6 or not Disney should have an account -- have to
7 account for the regional impact expansion cost like
8 other developers in other counties who are being
9 required to do under new statewide laws.

10 Disney succeeded, however, in getting an
11 attorney general opinion that ruled in their favor
12 finding nothing objectionable about the perpetuity
13 clause in the 1967 Act and explaining that it
14 should be enforceable on its plain terms.

15 This provision exempting the RCID from changes
16 in law is particularly troublesome because it
17 lacks -- or locks in place the status quo rather
18 than encouraging political adaptability to changed
19 conditions as would be expected from most
20 regulatory regimes. It also means that the 1967
21 Act gave Disney near perpetual protection from
22 future intrusions upon the RCID's independence and
23 insulation from traditional accountability measures
24 in these enumerated areas of authority.

25 Beyond the generally troubling nature that

1 Disney was able to embed in the 1967 Act a near
2 perpetual exemption from the application of certain
3 categories of future laws unless the legislature
4 expressly applies them to the RCID.

5 This attorney general ruling has had severe
6 consequences for the communities surrounding the
7 RCID because it means that Disney could expand
8 without paying for all those negative externalities
9 it imposed upon the region.

10 The decision to exempt Disney from typical
11 regional impact obligations also meant that Disney
12 had successfully lobbied for a substantial cost
13 advantage over competitors who would need to comply
14 with new statutes, including mitigation obligations
15 to offset regional impacts while Disney would not.
16 And this is precisely what interest group theory
17 would predict would happen.

18 Both the Florida legislature creating the
19 powers in the 1967 Act, and the Supreme Court of
20 Florida, finding them constitutional based on their
21 decisions on reliance on the belief that the RCID
22 would eventually have inhabitants that would make
23 this authority subject to the powerful checks
24 provided by democratic accountability all
25 contributed to this.

1 The Preamble to the 1967 Act specifically --
2 it expected a different regime -- a different
3 environment to emerge. It specifically noted that
4 the broad powers that were being conferred in the
5 RCID were "necessary for the convenience of the
6 district and all its inhabitants and landowners,"
7 again, anticipating the existence of future
8 inhabitants.

9 The Supreme Court of Florida has over time
10 blessed the Reedy Creek Improvement Act, but
11 they've done so, including in the State versus
12 Reedy Creek Improvement District decision in 1967
13 Act -- in 1967, on the expectation that the
14 contemplated benefits the district will inure to
15 the numerous inhabitants. And this is the quote
16 from them, "the contemplated benefits by the
17 district will inure to numerous inhabitants of the
18 district, in addition to the persons in the Disney
19 complex."

20 Nonetheless, what we've seen is that in --
21 without those inhabitants, the result is that it is
22 largely served almost exclusively for private
23 purpose and private interest of a private
24 corporation. Disney, in the 1967 Act, was seeking
25 out these special advantages but needed to sell the

1 story that there would be inhabitants. Because
2 only a popularly elected government could regulate
3 land use and building, they consistently promised
4 in the days leading up to the passage of the 1967
5 Act that it would create a model city, "functioning
6 community where 20,000 people would live and work
7 and play."

8 The record reveals that Disney never intended;
9 however, to follow through on this promise because
10 it indeed had a disdain for voters. From the
11 earliest days of strategic planning for Disney
12 World, Walt Disney on several occasions in several
13 points of documented evidence sought to avoid being
14 controlled by voters. To get the 1967 Act passed;
15 however, they needed to say they would create a
16 normal city, but once the 1967 Act was passed,
17 pretense slowly disappeared.

18 Please note I do not conclude that the RCID
19 would be normal and consistent with good governance
20 if Disney prompts -- if the Disney promises had
21 been fulfilled. It would not. The 1967 Act is
22 fundamentally flawed from a good governance
23 standpoint either way. But the fact that the
24 promises were a ruse makes the situation all the
25 more concerning from a political economy

1 standpoint, i.e., the study of the consequences of
2 severe interest group influence in governance
3 regimes.

4 Today the facts are clear that the social
5 contract Disney entered into in the 1967 Act has
6 been broken. And one question for future
7 legislature is what should be done for the
8 continuation of the authority as granted in 1967.
9 The 1967 Act created an unenforceable legislative
10 bargain. However, despite the promises made by
11 Disney to create housing and to populate the RCID
12 with citizens and voters, promises made to induce
13 the legislature to grant Disney special privileges
14 that Disney claimed were necessary to effectively
15 accomplish their grand plan including housing.

16 There are no built-in ways to hold Disney
17 accountable for the failure to fulfill their
18 promise. In other words, if legislative action was
19 induced by Disney's promises in the legislature
20 before, but has not been able to get the full
21 benefit of the bargain.

22 In fact, Disney appears to regularly find ways
23 to have a continued absence of voters,
24 de-annexation efforts including what we saw with
25 Celebration are all good illustrations. The

1 insulation then of the RCID and a lack of
2 obligation to offset regional impacts is meant that
3 Disney is not required to internalize the negative
4 effects its operation has, yet able to internalize
5 its profit. That is meant -- that is what is meant
6 by uncompensated externalities that harmed
7 individuals and must bear the cost actions of
8 another who was not responsible for payment and
9 complete cost of the harms they impose.

10 As the report that has been submitted to you
11 details, much of the rationale driving the 1967
12 Act, from the lobbyist advocating for it and from
13 the legislature supporting the new paradigm, was
14 based on the sales pitch that told about the escape
15 to a magic world where barriers of action normally
16 imposed by democratic governance would disappear to
17 better pave the way to a shiny new prospect for
18 regional prosperity.

19 This bright, alluring new object of innovative
20 governance was masked as necessary and appropriate
21 to the desired ends. That distractive nature --
22 narrative -- that distractive narrative, furthered
23 by what were later revealed as false promises of
24 consideration from Disney allowed for the capture
25 of governmental power by a private entity and the

1 abandonment of key principles of good governance
2 and democratic accountability. A robust
3 appreciation for the valuable role these principles
4 play to create purposeful barriers to governmental
5 action was missing.

6 This is entirely predictable from an analysis
7 of afield in the discipline of law and economics
8 known as public choice or interest group theory,
9 which Mr. Ardaman already explained to you came
10 from Nobel Prize winning economist, James Buchanan.
11 He was known for categorizing public choice as,
12 "Politics without romance." Indeed, it is
13 precisely for this groundbreaking work in this
14 analysis of interest group influence that he won
15 the Nobel Prize in economic studies in 1986.

16 These insights, as applied to the 1967 Act,
17 the RCID and Disney, for the first time in any
18 substantial way, as a matter of academic analysis
19 of these entities and structures form the heart of
20 the final sections of the report that's been
21 submitted to you. Public choice reveals that we
22 cannot necessarily count on political
23 decision-makers to act in the public interest if
24 they become co-opted or deceived by interest
25 groups. And we should expect that private interest

1 groups will expand substantial -- expend
2 substantial resources to influence politics so that
3 they can gain special interest deals and savings
4 from what they would need to spend to get similar
5 benefits in the open market, if they could get a
6 substitute through the market at all.

7 Interest groups have strong incentives to
8 co-opt the course of power of the state and even
9 persuade public actors that they are doing public
10 good despite reality, doing the private bidding of
11 a private entity such as that of Disney. The
12 positive political theories that seek to explain
13 and demonstrate why institutions operate, including
14 public choice and other aspects of law and
15 economics discipline, operate from the perspective
16 of analyzing limited-purpose governmental entities,
17 limited constituency public entities, the impact of
18 repeat player phenomenon, and the conditions that
19 make public entities susceptible to capture by
20 private interest.

21 Disney had an interest in creating the type of
22 special district over which it would increasingly
23 exert control. Again, the law and economics
24 literature predicts that regulatory entities with
25 highly narrow and limited constituencies can be

1 easily captured. They can easily be captured by
2 those constituencies, those limited constituencies,
3 such that the entity starts to serve the interest
4 of the regulated rather than the public interest or
5 rather than its statutory mandate.

6 The RCID from the start, with its structure
7 set up in the 1967 Act, had a design flaw.
8 Captured from the outset by the dominating interest
9 group that lobbied it -- and lobbied to create it,
10 Disney. That design flaw allows Disney to act in
11 the interest group's private -- as the interest
12 group's private government.

13 Capture dynamics, this field of law and
14 economics studies, predict that the RCID is
15 unlikely to be independent and will be incapable of
16 adequately considering policy choices that are
17 against Disney's interest, as Disney is a dominant
18 constituency, repeat player, that absent adequate
19 safeguards built into the system or injected back
20 into the system, will always have built-in
21 disproportionate influence and the capacity to
22 capture the RCID/CFTOD's powers for private gain.
23 Only by injecting more process and diversifying the
24 constituent base in the CFTOD can this kind of
25 capture be guarded against. Any considered reforms

1 should take these and other insights from positive
2 political theory into account.

3 Applying these insights, we can see the
4 creation of single-interest districts, especially,
5 when the legislation creating them is drafted and
6 lobbied for by a private interest, such as Disney
7 did here, predictably lead to a governing entity
8 driven to serve the private concerns of private
9 government -- private companies it regulates.

10 In fact, in several empirical studies that
11 have looked at very narrow purpose regulatory
12 entities show that those entities become easily
13 captured when they have a narrow group of
14 constituencies. Because Disney can use the
15 leverage of government to get the resources other
16 private entities would need to pay for, it obtains
17 an artificial competitive advantage and insulates
18 itself from paying the kinds of taxes on property,
19 for example, that would normally apply to privately
20 owned properties.

21 Consider, for example, the parking garages in
22 Disney Springs, which were provided by the district
23 but serve entirely the profit-making enterprise of
24 Disney rather than a public purpose. Not only did
25 Disney get the cost savings of not having to pay

1 for those garages itself, the fact that they were
2 owned by the government means the parking garages
3 do not generate tax revenues. Billions of dollars
4 of assets kick off no public community benefits
5 when structured this way. That would not be the
6 norm absent such kind -- this kind of unique and
7 extraordinary arrangement.

8 As a consequence of the RCID's insulation from
9 regular governance practices elsewhere in Florida,
10 Disney has been able to gain a significant
11 artificially manufactured competitive advantage as
12 created by the RCID privilege granting legislation,
13 and being able to impose externalities upon
14 surrounding communities without legal consequences.

15 The pressure that Disney's growth has placed
16 on the transportation system, affordable housing,
17 and social services in Orange County and Osceola
18 County, in particular, have been borne by those
19 counties with only partial contribution for those
20 affects from Disney's tax obligations.

21 It has negatively affected the quality of life
22 for Disney employees, and yet Disney has not had
23 full responsibility for those effects. These
24 findings in my report are also supported by the
25 expert reports submitted by the Kimley-Horn firm

1 and attached to the overall under consideration
2 today.

3 The Kimley-Horn report concludes, for example,
4 "The RCID, with all the powers granted of the 1967
5 Act, function entirely to support Disney's resort
6 operations and is not accountable to surrounding
7 counties or to the general public in the district.
8 This structure seems to primarily self -- seems to
9 be primarily self-serving and was one of the
10 reasons the plan was not -- has not permitted
11 residents to live in the district and have an
12 active role in the governance role in the
13 district."

14 Furthermore, the Kimley-Horn report concludes,
15 "The two cities in the RCID are essentially paper
16 cities. They do not have individual comprehensive
17 plans or elected representatives supported by a
18 resident population. There's no provision for
19 employee housing in either of these cities, nor is
20 there any provision for other residents who are not
21 employees but support or are part of the activities
22 and businesses in the district. The district
23 itself did not function as a typical Florida
24 governmental body."

25 Kimley-Horn also states, "Given the

1 substantial level of Walt Disney World's impact on
2 the regional transportation system, it is
3 surprising the company has not taken more of a
4 leadership role in or responsibility for or
5 addressing regional traffic and other
6 transportation problems."

7 And, finally, Kimley-Horn concludes,
8 "Normally, planning within Florida, including the
9 development of comprehensive plans, land use --
10 land development regulations, and actions related
11 to particular development proposals requiring
12 official action is mediated by a public
13 accountability system consisting of elected
14 officials and legally required public involvement.
15 The unusual make up of the district's governing
16 body complicates the efficacy of any public
17 participation process. Because the district does
18 not hold elections by residents, any planning
19 performed by the district is devoid of the normal
20 mechanism of accountability that would underpin
21 public participation efforts."

22 "Historically, RCID has de-annexed any
23 residential development within its historic
24 borders. Even if the district held public meetings
25 on long term or current planning issues, the

1 process lacks the typical feedback mechanism of a
2 regular, local elections cycle."

3 And I did say finally, but I have one last
4 quote from Kimley-Horn's report, which is
5 consistent with my findings. That says, "The
6 breadth of authority and unity of ownership result
7 in a situation where planning decisions are
8 accountable primarily to a single private business
9 interest and not accountable to the typical range
10 of community stakeholders. Furthermore, this
11 preferential situation is not similarly afforded to
12 other businesses in the same industry.
13 Essentially, the largest and primary business
14 interest in the district has been in control of its
15 own approving body as it relates to land
16 development without meaningful accountability to
17 other stakeholders or a clear incentive to serve
18 the public interest. This could be considered a
19 major plan infirmity."

20 A democracy deficit exists whenever a powerful
21 special interest drafts the legislation that
22 ultimately defines how that private entity will be
23 regulated, as Disney did with the 1967 Act, with
24 little to no resistance in getting their preferred
25 package passed by the legislature. While Disney

1 accepted certain limits on its authority, and after
2 some objections from Orange County, there were
3 otherwise few changes from what Disney proposed and
4 what the Florida legislature swiftly passed.

5 Indeed, despite the dramatic power shift at
6 issue in the legislation, it was swept up in
7 popular appeal. The consequences of a successful
8 lobbying campaign. There are a variety of other
9 reasons why Disney was able to accomplish this that
10 are described in the report, and how Disney was
11 able to sustain its level of power and influence
12 over time is also in that report. The other thing
13 that is described there is the importance of the
14 ways in which process-driven protections for good
15 governance all serve important purposes.

16 Finally, it's important to point out this idea
17 of masking, which is another way in which this kind
18 of lobbying becomes very successful. Part of the
19 reason why Disney's influence has been sustained,
20 why the belief that Disney is vital to the
21 community has become so embedded, and why the use
22 of the governmental resources to benefit Disney has
23 been so deeply accepted as legitimate stems from
24 its highly successful masking that has covered the
25 blemishes in the 1967 Act, and hidden the

1 wealth-transferring nature of Disney's influence.

2 Disney clearly deployed several masks in its
3 public relation campaign posturing the 1967 Act,
4 RCID powers, and Disney privileges as in the public
5 interest. Many of these masks hid the private
6 benefits it receives from the public entities over
7 which it exerts substantial influence and control.
8 Those masks are all detailed in the report, and I'd
9 be happy to answer questions about them.

10 In addition to the masking, there are other
11 ways -- means of coloring the perspectives of
12 potential critics decreasing the likelihood that
13 they might vocalize an opposition, and there are
14 other tactics from motivating others to become
15 allies.

16 Some mechanisms have been deployed by Disney
17 to make it harder for the members of the RCID and
18 the community to appreciate the dangers of Disney's
19 vast influence over irregular governing processes
20 or to generate biases in Disney's favor. Disney
21 has a constant incentive to manufacture alignment
22 of interest between it and the political
23 decision-makers in and around the RCID in Florida
24 generally. That's what we would expect from an
25 interest group, and that's what we see in the facts

1 demonstrating as evidence of the theory.

2 And Disney has a constant incentive to
3 influence the public narrative in its favor.
4 Disney has planned the demographics and conditions
5 of residency to make the existing "voters" in the
6 RCID, and the employees of the RCID purposely align
7 with Disney rather than truly independent voters.
8 These and other measures create a natural
9 constituency for Disney. They make individuals
10 feel indebted to Disney, and Disney officials make
11 conscious efforts to make people, including RCID,
12 employees feel proud to feel like they are public
13 service responsibilities are aligned with acting as
14 agents of Disney.

15 Each of those consequences of Disney's
16 influence efforts are threats to independent
17 decision-making grounded in the public interest.
18 There's a concerning level of influence and control
19 in the structure and culture of governance, making
20 the circumstances worthy of scrutiny and reform by
21 the CFTOD Board or the Florida legislature.

22 This report also adds insight on the idea
23 of -- from the law and economics literature on
24 single-interest entities. But I'll conclude by
25 pointing out that in light of the insights of this

1 report, combined with that provided by other parts
2 of this overall -- overall audit, government actors
3 should recognize that they have an obligation to
4 correct flaws in governance regimes.

5 Here, the governance problems and the inherent
6 flaws creating high susceptibility to interest
7 group influence in the 1967 Act, and the RCID
8 structure, demand legislative attention. The one
9 thing we realized in studying these facts is that
10 there's no real way to prevent this kind of
11 interest group influence but for actions to be
12 taken in the governing authorities to create
13 barriers to that kind of influence.

14 In a system of constitutional government,
15 legislative actors therefore have a duty to take
16 corrective action when they become aware of the
17 public interest that's been sold out to a private
18 interest, especially, when the system itself, as
19 here, is set up to ensure that the normal
20 accountability mechanisms are missing, such as in
21 the 1967 Act doing that, and there are no
22 self-correcting checks or mechanisms that will be
23 capable of doing so.

24 Research reveals that institutional safeguards
25 raise the cost of decision-making in a purposeful

1 and useful manner. They are most effective at
2 curbing the use and guarding against infiltration
3 of a public system by a private interest.

4 In direct contrast, the 1967 Act attempts to,
5 instead, smooth the way for interest group
6 influence by making decision-making easier for the
7 RCID by dismantling process checks, regular systems
8 and democratic accountability by reducing limits on
9 power and by eliminating space for other
10 countervailing auxiliary measures to operate that
11 might otherwise act as institutional or systematic
12 checks.

13 Thus, the legislature and the CFTOD Board are
14 in a position to evaluate how to restore and create
15 the kinds of checks that ensure better and more
16 accountable governance and to make it more
17 difficult for private interest groups like Disney
18 to capture public power.

19 While this report has already identified
20 substantial infirmities and factual support to test
21 the predictions that the academic literature
22 supports, a continuation of this valued process
23 should be a major focus of future investigative
24 efforts to develop an even more complete record
25 regarding RCID and Disney operations on the ground

1 across the past 50-plus years.

2 The standards of good governance and
3 democratic accountability can be restored in this
4 area, but doing so will require an analysis of the
5 infirmities in the system across those metrics, and
6 would require an acknowledgement of the duty to
7 take corrective actions to infuse the system with
8 these features and to excise from the system the
9 undo private influence that is propped up the 1967
10 Act, by the RCID structure set forth in that act,
11 and by the failure to expose and publically
12 acknowledge the infirmities brought by private
13 interest dominance that has occurred for too many
14 years.

15 With that, I commend to you the complete
16 report, and I look forward to answering any
17 questions you might have. Thank you for the time.

18 CHAIR GARCIA: Thank you very much for that
19 comprehensive presentation, Professor Kochan.

20 And now we'll ask Mr. Thompson to address the
21 group.

22 MR. THOMPSON: Yes. Good afternoon,
23 Mr. Chairman. It is a pleasure to be with you.
24 Thank you for the opportunity to address the Board
25 today. I'd like to highlight a few of the most

1 troubling findings of the audit, and I'd like to
2 start by addressing the consistent pattern of the
3 prior board of approving actions that only
4 benefited Disney. And there are many examples in
5 the audit, but I'll touch on just a few.

6 One of them relates to the Disney Spring
7 garages. These are three garages that are
8 constructed by Disney Springs, and they cost
9 hundreds of millions of dollars to build. In fact,
10 it was \$700 million to build the three garages, and
11 Disney is the only one benefiting from these
12 garages. There's no other taxpayer in the district
13 that's benefiting. Now, Disney may say, well,
14 we're the biggest taxpayer, so what's the big deal?

15 Well, the reality is, as the audit shows,
16 there are 57 other taxpayers in the district, and
17 they pay at least 13 percent of the district's
18 taxes, so 13 percent of \$700 million, that's
19 \$91 million of obligations and liabilities that
20 were hoisted upon the other taxpayers in this
21 district for something that did not benefit them.

22 And the story is actually even worse than that
23 because Disney in many of its leases, also passes
24 through these tax obligations to the district to
25 many of their tenants. They do so with provisions

1 that are called, "Central area maintenance
2 payments," so-called CAM provisions that are built
3 into commercial leases and require the tenants to
4 pay the property taxes associated with that
5 property.

6 Disney has stonewalled us. We have tried to
7 figure out the extent to which they are passing on
8 their tax obligations to their tenants, and they
9 have refused to provide us with that information.
10 But the bottom line is whether it's 91 million or,
11 you know, well over a hundred million dollars of
12 value that was siphoned off by Disney with the will
13 and cooperation of prior boards in the district.

14 That's not only the benefit that accrued
15 solely to Disney's advantage. As has been
16 mentioned before, Disney was also paying on an
17 annual basis millions of dollars to Disney for
18 tickets and merchandise and subsidizing cruises
19 that employees took. And Disney was the only
20 taxpayer in the district to receive these benefits.
21 Benefits that over time amounted to tens of
22 millions of dollars. And here again the other
23 taxpayers in the district were being forced to pay
24 for this perk.

25 It was also pernicious, those passes, because

1 they created a so-called discount, the illusion
2 that Disney was doing something to benefit the
3 employees. But the passes were paid for, not by
4 Disney, but by the taxpayers of the district, and
5 the quote-unquote discounts that employees receive;
6 40 percent on cruises, large discount on
7 merchandise and food from Disney stores, those
8 were -- they amounted to a significant amount of
9 money, and they were paid for -- they weren't a
10 true discount, they were paid for by the district
11 back to Disney.

12 And Disney benefited from this arrangement in
13 a myriad of ways, but one of the ways was that its
14 views on contested questions within the district
15 would prevail. One example I would give you is the
16 Shades of Green resort. This is a resort that is
17 operated for the benefit of U.S. service members
18 and their families, those who are currently serving
19 and veterans. And many of the veteran service
20 members who stayed there wanted to get access to
21 the Magic Kingdom by crossing a street and going
22 through the Polynesian Village to a ferry.

23 And, in fact, Disney did not want the guests
24 at the Shades of Green to have a pedestrian
25 crossing with a signal. They did not want --

1 Disney certainly did not want a bridge, a
2 pedestrian bridge, to be built to facilitate access
3 to the Polynesian Village and the ferry boat, and
4 Disney's views have prevailed. They prevailed
5 under the prior management and the prior board.
6 When Disney said jump, the prior board often said,
7 How high.

8 Another troubling aspect of the audit that
9 we've heard a little bit about is the vendor
10 preferences, and the fact that it was a walled
11 garden, and that it was a short list of authorized
12 contractors. There was not a formal binding
13 bidding process. There was a complete lack of
14 transparency, and we've heard today that under the
15 current Board now there is transparency, and the
16 contracts that are being bid out are open for the
17 public to see, but that certainly was not the case
18 under the prior regime.

19 Another aspect of the audit that I'd like to
20 touch upon relates to the utility facilities.
21 Under the old act, the district was able to own its
22 own utility, and, in fact, could even build a
23 nuclear power plant if it wanted to. And up until
24 2003 Disney owned the utilities, the utility
25 facilities. But, in 2003, the decision was made

1 for Disney to offload those assets on to the
2 district, and the purchase price was significant.
3 It was \$70 million that the district paid to Disney
4 in 2003 financed by bonds.

5 And as far as we could tell, based on the
6 investigation that was taken in connection with the
7 audit, there was no evidence of any formal
8 evaluation process. Obviously, in a transaction
9 worth \$70 million, would one expect to see due
10 diligence, to see a formal evaluation process, and
11 there was none of that that we've been able to find
12 any evidence of, and it would be highly irregular
13 for a transaction of this magnitude to proceed
14 without any of those safeguards.

15 Disney also was able to engage in an
16 extraordinary degree of regulatory capture over the
17 prior board. As you may know, to be a Board member
18 under the prior regime, the Board members had to
19 own land. Well, Disney would give them the land
20 that would permit them to serve and fulfill that
21 requirement. And Disney would give it to them for
22 the period of time while they were board members,
23 and then Disney went so far for many of the board
24 members to actually pay their property taxes.
25 These are personal obligations of the prior board

1 members and yet for many of them, Disney went so
2 far as to cut the checks on Disney bank accounts to
3 pay these taxes.

4 One can't imagine really in any other part of
5 the country a private, regulated entity paying the
6 personal taxes of a city mayor, a council member.
7 It's just extraordinary, and that's what happened
8 in the prior regime.

9 Disney, in light of what we've been hearing
10 about from Mr. Jennings and Professor Kochan, and
11 the items I've highlighted, it's hardly surprising
12 that in a governmental system where they could
13 avoid hundreds of millions of dollars of impact
14 fees as they went on a building spree, that Disney
15 wanted to try to preserve that type of sweetheart
16 arrangement, and they did so by entering into a
17 series of 11th hour deals to try to extend the
18 status quo. They entered into a development
19 agreement which purported to confer on Disney the
20 ability to decide what was going to be built in the
21 district. They entered into a restrictive covenant
22 agreement which purported to restrict the
23 district's ability to use its own property as it
24 saw fit. And it all did so in a way that certainly
25 was not an arm's lengths transaction.

1 As we previously detailed, these agreements
2 were dead on arrival. They were riddled with
3 procedural and substantive irregularities.
4 Irregularities that rendered them null and void
5 from the beginning, including the fact that they
6 lacked proper notice, that the district had not
7 followed the steps necessary to adopt. These
8 development agreements, that they were so one-sided
9 that they lacked any consideration for the
10 district, which is a requirement of any contract,
11 and that they constituted improper delegation of
12 government power to Disney, among other
13 shortcomings and flaws.

14 And rather than simply accepting that, Disney
15 went out and launched a campaign of litigation.
16 They went to federal court, and they had a myriad
17 of different claims. And now all of those claims
18 have been dismissed with one exception, and that
19 one remaining count is foreclosed by binding
20 circuit precedent. And now there's litigation in
21 the state court that the district commenced in
22 response to Disney's improperly going to federal
23 court with many of the issues. And this is a
24 dispute where there are many dispositive legal
25 issues, and instead of allowing the court to simply

1 assess those dispositive legal questions based on
2 the briefing, Disney launched a round of invasive
3 discovery, which is expensive and wasteful, and is
4 a further example of Disney driving up the cost for
5 the other taxpayers in the district.

6 Disney has said that, "We are extremely proud
7 of our impact on the Central Florida economy over
8 the past century," but one wonders what they are
9 proud of. Are they proud of a hundred thousand
10 workers who have to sit in traffic and commute
11 every day because there's little or no workforce
12 housing? Are they proud of a district in which
13 there's not a single school, in which there's not a
14 single public library, in which there's not a
15 single hospital? Are they proud of evading
16 hundreds of millions of dollars of impact fees that
17 could have ameliorated the transportation
18 situation.

19 The bottom line is Disney has put forth a
20 fairytale in which the prior governance structure
21 was a model of good governance, but the audit shows
22 that the exact opposite is true. And we know that
23 the audit's conclusion is correct. How do we know
24 that? Because throughout the United States,
25 throughout the last 55 years, there is not one

1 single jurisdiction that has decided to emulate and
2 replicate this system of governance. And that is
3 proof positive that the prior model was indeed a
4 failure. Thank you, Mr. Chairman.

5 CHAIR GARCIA: Thank you, Mr. Thompson. Do my
6 fellow Board members have any questions or
7 comments?

8 MR. BARAKAT: Mr. Chairman, would this be
9 appropriate for, I guess, questions to all the
10 presentations?

11 CHAIR GARCIA: Yes, sir.

12 MR. BARAKAT: Okay. I've got a few. I don't
13 know, maybe we should hop around, but I guess I'll
14 just start with Mr. Jennings. So, first of all,
15 thank you-all for the presentations and the
16 thoroughness which you engaged in your task of
17 working along side you-all is really -- I mean,
18 your reputations all preceded you, but I'm
19 certainly thankful and not surprised, and even my
20 high expectations were exceeded in the process.

21 So Mr. Jennings, a couple questions. You
22 mentioned that prior to 1978 all of the employees
23 of the district were Disney employees. What -- so
24 by my math that's the first 30 years of the
25 district all of its employees were on Disney books.

1 So what -- first of all, is that right, and what
2 changed -- can we tell what changed in -- I'm
3 sorry, it was 1998. What changed in 1998?

4 MR. JENNINGS: Unfortunately, I don't know.
5 It's lost a little bit in the sands of time, but my
6 understanding was that Disney made the decision to
7 have a separate payroll set up for the district in
8 '98, and so all of the people who were Disney
9 employees, who working for the district, were then
10 transferred to the separate district payroll, but I
11 don't know the reason for that.

12 MR. BARAKAT: Is it fair to say that's
13 somewhat uncommon in terms of -- in your
14 observations, have you observed that in other
15 special districts where there's that kind of
16 overlap?

17 MR. JENNINGS: I've never encountered anything
18 like it, actually.

19 MR. BARAKAT: Okay. You mentioned that there
20 was no independent evaluation for \$7.7 million
21 impact cost of the Disney-owned golf course. It
22 sounded like there was some editorial comments
23 made, "This is a great economic deal." I wonder
24 absent a economic -- independent economic
25 valuation, on what basis do we have for that

1 observation, or do we have any?

2 MR. JENNINGS: No basis that we could find.

3 MR. BARAKAT: Okay. 18 million in roadway
4 repairs reallocated to the general fund. And it
5 sounds like you said that the roads
6 predominantly -- the efforts were really, in terms
7 of road upkeep and repairs were emphasized on roads
8 used by visitors, by guests to the parks. That
9 suggests to me that maybe roadways used
10 predominantly by employees or by neighboring
11 residents were ignored in the process; is that
12 fair?

13 MR. JENNINGS: That's what we observed and
14 physically observed. Took some photographs that
15 are included in our report.

16 MR. BARAKAT: Those are my questions for you.
17 I'll let all the other folks go. I'll reserve some
18 time for questions for the other experts.

19 CHAIR GARCIA: Supervisor Aungst.

20 MR. AUNGST: Thank you, Mr. Chairman. And
21 kind of picking up where vice chair Barakat,
22 Mr. Jennings, first, I very much appreciate your
23 expertise and your report, and I very much
24 appreciate your just-the-facts approach to your
25 tasks. It was extremely helpful to me. I think it

1 was extremely objective and is certainly supported
2 by a significant amount of data that you have
3 included as exhibits in the report.

4 I wanted to pick up on the deferred
5 maintenance for the roads. That is a narrative
6 that we've heard, and so I want to dig into that a
7 little bit. Everyone, of course, is entitled to
8 their own opinions, but they're not entitled to
9 their own facts. And one of the things that people
10 are saying about this Board is that we have
11 deferred road maintenance out of some nefarious --
12 nefarious motivation to somehow hurt the district,
13 and nothing could be further from the truth. I can
14 tell you that this Board takes public safety
15 extremely seriously. It was one of the top, if not
16 the top, priority. You can see that through the
17 fire department staffing. You can see that through
18 the new vehicles. You can see that through the
19 FDOT, DOT, railway safeguards that we've installed
20 that were cut out of old budgets.

21 But I want to just dig into this because I was
22 shocked to find out that this deferred road
23 maintenance problem is something that we inherited
24 that was intentionally done by the prior Board. Is
25 that accurate?

1 MR. JENNINGS: That's what we found.

2 MR. AUNGST: Can you explain that just a
3 little bit more detail? So instead of us creating
4 a problem, we have inherited a problem that we are
5 now digging out of a hole, and the problem has been
6 compounded by the fact that you have supply chain
7 issues, and you have labor issues that make it more
8 difficult for us to now catch up on the road
9 maintenance. Is everything I said, do you agree
10 with that, and can you expound on that a little
11 bit?

12 MR. JENNINGS: Yeah, that's correct. The
13 problem actually dates to 2018. Unfortunately, I
14 don't know what precipitated the decision in 2018
15 to -- it appears to us to intentionally divert
16 money from road projects to the general fund to
17 create this sort of surplus in the general fund.
18 But that process started in 2018. And, in
19 fairness, we were told by employees a variety of
20 things. That there were, you know, weather issues.
21 The person who was the head of the department
22 responsible for the road maintenance was
23 over-aggressive in making budget requests, supply
24 chain issues, et cetera.

25 Once again, we saw no evidence of any of that.

1 And the fact of the matter is, when you say someone
2 is overly aggressive, you know, what I hear from my
3 many years of experience is that the road
4 maintenance requirements that were put forth as
5 part of the budget were necessary. If that's true,
6 the person who was responsible for executing those
7 budgets was simply unable to complete the work, but
8 that should have been defected in 2019 and
9 corrected then, and it was not. It was allowed to
10 persist, and you can see -- if you look in our
11 report, we actually have the empirical analyses of
12 the road conditions. And you'll notice that they
13 deteriorate after 2017, so starting into this 2018
14 period.

15 And remember the supply chain issues that
16 they're referring to have to do with the pandemic.
17 That was late 2019, early 2020 phenomenon. It
18 would not have affected 2018 or 2019. And so we
19 just simply didn't see any evidence of, you know, a
20 series of underlying natural causes for the
21 deficiencies in road maintenance. And, you know,
22 on the other hand, it does appear that there was an
23 intent to create this surplus in the general fund,
24 although we don't know the reason for that.

25 MR. AUNGST: I have one question that I want

1 to ask of all three of our experts, so I'll ask
2 Mr. Jennings first, then Professor Kochan and
3 Attorney Thompson can think about it when it's
4 their turn to answer questions.

5 I think that you used the word
6 anti-competitive when you discuss the procurement,
7 the closed loop that you discuss. And that to me
8 also means anti-innovation in terms of a
9 government, because this a government.

10 And so the government naturally innovates and
11 evolves as new best practices arise. For example,
12 affordable housing, public transportation. This
13 government didn't to that. The RCID didn't do that
14 because it wasn't incentivized to do that by people
15 at the top, of course, and the Board and, you know,
16 by the special purpose of serving only one
17 corporation's interest. So my question to you is:
18 This new act has been described by some as
19 anti-business, and I wanted to get your reaction to
20 someone claiming that the new structure is
21 anti-business and somehow the old structure was not
22 anti-business?

23 MR. JENNINGS: Well, I don't know what they
24 mean by anti-business. I would say that the
25 empirical evidence that we collected suggests that

1 the prior structure was certainly anti-competitive,
2 meaning, there were significant barriers to new
3 businesses being able to operate in the district.
4 What's changed about that, and, of course, we've
5 interviewed a number of employees who are directly
6 involved in this process, is a concerted effort to
7 increase the number of vendors who are able to bid
8 to provide products and services to the district.
9 My -- again, my own definition of business would be
10 that's pro-business when you're inviting new people
11 to participate in the economic opportunity in the
12 district.

13 MR. AUNGST: Thank you, sir. That's all I
14 have, Mr. Chair.

15 CHAIR GARCIA: Any other comments, questions
16 from my fellow Board members?

17 MR. PERI: Yes. Several of you -- I think
18 certainly Mr. Kochan and Mr. Thompson mentioned the
19 issue with regards to regional transportation and
20 the lack of contribution coming from Disney that
21 could have come had the structure of governance
22 been different. I'm wondering if you might be able
23 to elaborate on that a little bit because here in
24 the district, if you're in the district the roads
25 are typically fantastic, traffic is easy, it's

1 beautiful.

2 The moment you get off, you're on 192, or you
3 get on one of the surrounding roads, it might take
4 an hour and a half to go a mile and a half. And,
5 you know, it's an interesting thought -- more than
6 interesting, disappointing -- that, perhaps, far
7 more funds could have been invested and far more
8 thought could have been invested if the governance
9 had been different here.

10 MR. THOMPSON: Certainly, I think that's
11 right. If we look at those impact fees, I believe
12 there's something like 36,000 hotel rooms that
13 Disney has in the district. Those were located in
14 Orange County or Osceola County or pretty much
15 anywhere else, there's an acknowledgment that when
16 you build hotel rooms, then you create traffic.
17 And that has to be taken into account, and that's
18 what the impact fees are for. And Disney has been
19 able to weasel out of over 130 million of
20 transportation impact fees alone, and there are
21 other impact fees for the fire department, police,
22 et cetera.

23 So it's not just -- it's well more than
24 \$130 million. How were they able to get out of
25 that? Regulatory capture. I mention the fact that

1 Disney was paying the personal tax obligations of
2 many of the prior Board members and giving them
3 land, too, and showering them with perks, et
4 cetera, 40 percent discounts on Disney cruises and
5 the like. And so when you put that all together,
6 you've got a extreme example of regulatory capture,
7 and the result is terrible.

8 PROFESSOR KOCHAN: And I'll add that one of
9 the issues we have here is certainly financing, and
10 the failure to require the internalization of the
11 cost of the actions. Another is the governance
12 structure itself not requiring the level of
13 coordination that otherwise might occur if there
14 was no insulation of governing authority inside the
15 district for Disney.

16 The other problem is just a physical one, and
17 that is because the -- Disney has made sure that
18 the district never has any significant amount of
19 housing, certainly no significant affordable
20 housing for its employees, Disney has created a
21 physical reality outside of the district, which
22 includes a lot of stressors on those transportation
23 systems from the vast work force that is required
24 to live outside the district. And that, too, is a
25 direct result of Disney's level of power and

1 influence and continued insulation.

2 MR. PERI: Thank you.

3 CHAIR GARCIA: Any other --

4 MR. JENNINGS: That was not really a subject
5 in our investigation.

6 MR. AUNGST: I did have a couple for Professor
7 Kochan. I didn't know we were going to take them
8 one at a time. And, Vice Chair, I don't know if
9 you wanted to take the lead on that.

10 MR. BARAKAT: Actually, why don't you go
11 ahead. I have a few.

12 MR. AUNGST: Okay. Thank you, sir. Just
13 briefly, Professor Kochan, I believe in your report
14 you brought up the Shades of Green pedestrian
15 bridge example, and it's -- I think there's emails
16 that are included as exhibits in the report, which
17 were very interesting to me, because when we first
18 got on the Board, when I was first appointed, I
19 received several emails from veterans saying that
20 they stayed at Shades of Green. And one veteran,
21 who was a disabled veteran, that said that it was
22 extremely convenient for him to be able to get to
23 the monorail and the ferries across the walkway
24 that was being eliminated by whatever project was
25 going on, and that he wanted us to revisit that as

1 a Board and to correct that, and to provide some
2 type of pedestrian access for our veterans from
3 Shades of Green to the monorail and to the ferries.
4 It was essentially being removed, eliminated, taken
5 away of being impossible for them to get there by
6 those means.

7 And I asked the old leadership about that at
8 the time, and the answer I got was, Well, there's
9 nothing we can do. It's not within our
10 jurisdiction. It's between the federal government
11 and Disney. And, essentially, what they were
12 saying was that the federal government had the
13 lease for Shades of Green, and it was really
14 between the federal government and Disney.

15 What I've come to find out, based on your
16 report, that it actually was under our
17 jurisdiction, and it was something our planning
18 department had, essentially, advocated for the
19 pedestrian bridge, and they were eventually
20 overruled.

21 And so I take that as an opportunity. You
22 know, for me, this is much more about informing the
23 future and the future direction and opportunities
24 that this Board has and that this district has, so
25 I want to thank you for pointing that out. And I

1 know I've already talked to Mr. Gilzean about
2 putting that on our short-term list to evaluate the
3 district constructing a pedestrian bridge or
4 provide some type of way for those veterans to get
5 to the monorails and to the ferries in the manner
6 that they used to be able to do prior to that being
7 taken away.

8 So that's more of just a comment to you to
9 thank you for that. And then I did want to just
10 give you and Mr. Thompson an opportunity to answer
11 that question in terms of the anti-competitive
12 nature of the old Act, one of the things I think
13 that's brought up in Dr. Kochan's report --
14 Professor Kochan's report is the fact that a lot of
15 businesses popped up on 192 and I-4 in the 1970s
16 and 1980s on the promise of the investment of
17 Disney in this area. And then in the 1980s and
18 1990s and 2000s, Disney essentially was given carte
19 blanche to compete with those businesses within the
20 district with advantages that you-all outlined, not
21 having to pay impact fees.

22 You know, I have a client that wanted to
23 change 5,000 square foot retail store to a
24 cross-fit gym, and the City wanted to charge him
25 \$21,000 in transportation impact fees for that.

1 That is common. He had to hire a traffic engineer
2 to do a traffic study, and then we were only able
3 to knock it down to \$17,000. And that was just to
4 change to the use from a store to a cross-fit gym.
5 Every property owner, every developer in the state
6 of Florida has to pay impact fees.

7 Many jurisdictions have impact fees for parts
8 and recreation, for schools, for fire services. So
9 it's not just transportation, but the businesses on
10 192 and I-4, they had to pay all the application
11 fees. They had to go through a true development
12 review process so that whatever local jurisdiction
13 they had to go through, and yet, as we see in the
14 report, a lot of those businesses went out of
15 business as a result of the competition.

16 So from -- my question to Mr. Jennings was
17 more focused on the procurement side. I'd like to
18 ask you guys more focused on that element of the
19 nature of having a corporation, particularly, one
20 of the more powerful, successful corporations in
21 the world owning its own government and having the
22 ability to exercise governmental functionalities,
23 is that -- is the new act anti-business compared to
24 that set up, and let me know your thoughts on that?

25 PROFESSOR KOCHAN: Sure. I'll start, and you

1 are highlighting a lot of great points here.
2 One -- let me start with just a bit of an
3 explanation of why interest groups do what they do
4 and what the law and economics literature calls
5 rent-seeking behavior, is what we're seeing at play
6 here. It's when you're trying to seek some kind of
7 advantage from the channels of governmental power
8 that you could not otherwise get from the
9 marketplace.

10 In other words, you get some kind of
11 exemption, such as exemption from paying the fees
12 that your competitors do. That yields an advantage
13 because your costs are lowered; whereas, your
14 competitors don't have the same lowering of their
15 cost which means you have a now artificially
16 created advantage over your competitors. So this
17 rent-seeking is a way to normally just get some
18 kind of legislation that might be beneficial to
19 you, a subsidy or something else.

20 Here, they've got an entire governing
21 structure to serve your interest that do this,
22 coupled with exemptions and exceptions that give
23 you these competitive advantages. And what that
24 means is that you're able to operate at a lower
25 cost than your competitors, not because you

1 innovated, not because you realize cost savings,
2 not because you are somehow producing something
3 more efficiently, but simply because you've
4 received government favor. And that is why Disney
5 has been able to drive out other businesses and get
6 competitive edge of their own.

7 The second consequence of that, then, is that
8 it does drive out competition, and it, therefore,
9 means that you do not have the natural forces of
10 competition that make all of us better off,
11 including the citizens of Central Florida,
12 including the people who might be wanting to visit
13 Disney facilities. They are all worse off because
14 there are not these competitive pressures on Disney
15 to, in fact, improve, innovate, and otherwise
16 provide a better product.

17 So one of the things that we often describe
18 when we're teaching economics to policymakers, to
19 judges and other things is you need to take into
20 account all of the unintended consequences of your
21 actions. And when you give someone a competitive
22 advantage, artificially, you decrease the amount of
23 competitive pressures that normally lead to
24 innovation and improvement.

25 And so we should expect not only does that

1 mean that we don't know what kind of industry might
2 have come into the district or surrounding areas
3 but for this lack of competition -- this ability to
4 suppress competition that Disney has obtained by
5 gaining RCID favor, but we also need to understand
6 that we don't know how the products of the dominant
7 monopoly here could have been better if they were
8 subject to competitive forces.

9 So my point is we might have had people
10 competing with Disney on all kinds of levels: at
11 the hotel level, even at the amusement park level;
12 otherwise, that might have brought a better product
13 into the mix. But we also might just have a better
14 Disney as a result of them being forced to compete.
15 So we don't know. The consumers of Disney's
16 products don't know that they might not be --
17 actually a much better company if they were forced
18 to compete.

19 So that all leads to my final answer to
20 your -- to your major question, which is, was the
21 Reedy Creek Improvement Act of 1967 a pro-business
22 act. Absolutely not. Nothing that embeds a -- a
23 private entity with public authority like that is
24 pro-business. Simply because it gave a business an
25 advantage does not make it pro-business because it

1 is anti-competitive, because it is pro-capture,
2 because it is providing special privileges.
3 There's no right -- I've heard it described by some
4 in Disney as we are losing our rights to the
5 governance regime. There's no right to a
6 governance regime on the part of business.

7 And so a pro-business environment is one that
8 respects neutrality, respects governance,
9 principles which provide accountability, and keep
10 out the ability for any company to seek a
11 competitive advantage over another through the
12 auspices of government.

13 So really I see nothing that is pro-business
14 about how a system which simply gives an
15 entitlement to a particular business and everything
16 that's pro-business about a system that provides a
17 neutral and level playing field for all of business
18 to thrive.

19 MR. THOMPSON: And I agree with everything the
20 professor has just said. He said it far more
21 eloquently than I would, but I would add one thing,
22 which is, governments are not bound by the
23 anti-trust laws. They engage in anti-competitive
24 conduct. So it's particularly pernicious when you
25 have a corporation that totally captures the

1 government because they can then use those powers
2 free and clear of the anti-trust laws to, you know,
3 crush local competition, and that's exactly what
4 we're seeing here.

5 MR. JENNINGS: One real world example I'd like
6 to offer, because I was struck by Professor
7 Kochan's remarks, is many of you won't remember
8 this, but there was a time when the only company
9 that was allowed to provide telephone service in
10 the United States was AT&T, and I remember it well.
11 We had these big giant phones that were on the wall
12 with a coiled wire in a giant receiver, and that
13 was the only telephone service able in the United
14 States.

15 In fact, if you went back a little earlier,
16 because AT&T wasn't willing to invest in expanding
17 its infrastructure, a lot of those people that had
18 the phones on the walls also had what were called
19 party lines where they had to share their phone
20 service with unknown other customers of AT&T,
21 sometimes while engaged in a phone call.

22 And so the point of me saying that is to -- I
23 want to reinforce Professor Kochan's point, this
24 structure isn't really even good for Disney. You
25 know, the -- your question, Mr. Aungst, about

1 competition, competition is a good thing.
2 Competition brings better goods and services to all
3 of us at better prices.

4 CHAIR GARCIA: Thank you, sir.

5 MR. BARAKAT: All right. I'll take a -- I'll
6 jump back in, Mr. Chair. Just a couple questions
7 for Professor Kochan. Now, you use the phrased --
8 in describing this district, you used the phrase,
9 "sui generis"; is that right?

10 PROFESSOR KOCHAN: Correct, yes.

11 MR. BARAKAT: Now, I'm not a -- not a Latin
12 scholar. I don't have a Harvard degree. I only
13 have a University of Florida, but I think that
14 means, essentially, one of kind sprung forth from
15 no like example and maybe no future; is that right?

16 PROFESSOR KOCHAN: Excellent, yes.

17 MR. BARAKAT: Okay. My -- the one thing I do
18 know, I account for probably hundreds of community
19 development districts in the state of Florida in my
20 career, and I noticed that in sometimes examples
21 are given of pointing to other CD-type district,
22 maybe -- there's Universal or elsewhere where their
23 boards are solely controlled by -- or appointed by
24 the land owners, and some view that as though maybe
25 Disney is being treated unfairly.

1 Now, you talked about most districts, CDDs, in
2 particular, tend to be for a very narrow purpose, a
3 very narrow scope, specific purpose, specific
4 limits in time. This district, I think you
5 highlighted a -- uniquely generalized purpose and
6 powers, no limit in time, no voting power.

7 I just want to underline, is it fair to say
8 this is a uniquely powerful special district, not
9 just in the state of Florida, but in your
10 observation throughout the United States?

11 PROFESSOR KOCHAN: Yes, absolutely. It is
12 uniquely powerful. It is distinguished from the
13 CDDs in others despite the fact that land owners --
14 you know, the election process, it may be
15 different. And there may be similar limitations on
16 the elected -- election process in other districts,
17 but the level of authority and the diversity of
18 constituents are quite different in this.

19 And so it is not only unique in Florida, and I
20 think David Thompson pointed it, as well, it's
21 unique throughout the entire United States. No
22 one -- I think probably not just that no one has
23 adopted it because it doesn't seem like a good
24 level of governance, but it's extraordinary that
25 this was ever able to be accepted as a legitimate

1 form of governance in the first place. So highly
2 unique.

3 MR. BARAKAT: Probably not -- I mean, I know
4 that Disney and other large land owners subsequent
5 where Disney has attempted to sort of expand this
6 operations in other areas. Is it fair to say that
7 it's, at least, attempted to duplicate or maybe
8 haven't been successful?

9 PROFESSOR KOCHAN: I think -- I don't know the
10 full facts on Disney's operations elsewhere, but I
11 do know generally some of what you're describing,
12 and the attempts have been unsuccessful, I would
13 assume, because of the extraordinary ask that's
14 being made and the wisdom of those who've rejected
15 it.

16 MR. BARAKAT: And I guess last question, or
17 last piece for you, in terms of -- you talked a lot
18 about negative externalities. I think, you know,
19 another word for that is impact, right? We've had
20 a lot of discussion of impact fees. That's a
21 fairly quantifiable number. But I can't help but
22 wonder, do you think it goes -- when we take out
23 the number of impact fees that maybe had been left
24 unpaid, do you think that fully captures the
25 monetary impact of these negative externalities

1 impact when you take into account a hundred
2 thousand employees, and the true sort of negative
3 economic impact, is it really fully captured by
4 that impact fee figure, or is this a subject that
5 might need deserve some further inquiry to fully
6 determine the impact?

7 PROFESSOR KOCHAN: No, I think it's an
8 imperfect compensation for the overall impact
9 that's being made, especially the impact on the
10 community condition or the human condition of
11 people who are forced to live long distances from
12 their workplace simply because the work -- the
13 employer itself is prohibiting housing near the
14 location of the activity. There are other impacts
15 which just aren't calculating the impact fee that
16 are imposing negative harm and externalities on the
17 community that wouldn't be captured by the impact
18 fees. There's the impact on the absence of
19 competition that would provide better services
20 to -- and more opportunities throughout the region
21 if there were higher levels of competition.

22 So I think further study needs to be done into
23 the overall economic impact of the Disney operation
24 and its imposition of those negative externalities
25 beyond what would be compensated for by the impact

1 fees.

2 I'll ask if there are any follow-ups on that
3 question, but I do want to say one thing about your
4 prior question, as well, which I neglected to say.
5 And its -- you know, there's quite a bit of
6 evidence that Disney sought out the extraordinary
7 authority in Florida precisely because they were
8 frustrated by the inability to have that in
9 Disneyland. And the frustrations -- the costs that
10 were imposed upon them, the costs of complying with
11 government. And so Walt Disney had a real plan to
12 avoid all the things he wished he had done in
13 Disneyland and the surrounding communities by not
14 replicating the need to deal with the pesky systems
15 of governance that he had to deal with in
16 California when we came to Florida. And that's --
17 there's -- there are stories as to why other cities
18 were rejected precisely because they were unwilling
19 to provide Walt Disney with those kinds of special
20 privileges that ultimately Florida did provide.

21 MR. BARAKAT: Thank you. You know what? One
22 last thing. I'm sorry, Mr. Chair. I appreciate
23 the indulgence. Professor Kochan, I really just
24 wanted to thank you for your thorough, I'll say,
25 original analysis of this district theory. But I

1 wonder -- you know, you also in your report
2 acknowledged sort of a debt paid, prior academics
3 who have looked into this issue. I'm not sure if
4 he's still here, Professor Foglesong, and his book,
5 Married to the Mouse, 20 years ago. Is it fair to
6 say that you are not the first academic to identify
7 these flaws? My sense is that these are not new --
8 wholly new identifications. These have been flaws
9 that have been identified for some time, but maybe
10 you can expand on that.

11 PROFESSOR KOCHAN: Yes, that's absolutely
12 true. It is -- and Folgesong's work was extremely
13 useful in -- and thorough, and in his overall
14 methodology and study was extremely valuable to not
15 only my work but also to I think exposing many of
16 these problems. And there are other academics
17 cited in my scholarship. We've also identified
18 this over time. I would -- and I tried to collect
19 some of them together in their insights into the
20 study, and also then apply my own expertise in law
21 and economics to show why what they were explaining
22 fits this broader literature, as well.

23 MR. BARAKAT: And it sounds like what you're
24 saying is even though these flaws have been
25 publically identified, part of this sort of this

1 capture of the district is the economic benefit, is
2 it fair to say because it was so heavily
3 concentrated in one -- the benefit was so heavily
4 concentrated in one entity, but maybe negative
5 impacts were sort of more disparate, that's part of
6 the challenge that made the reform so difficult.

7 PROFESSOR KOCHAN: Yes. So when you have
8 concentrated benefits on one entity like Disney,
9 they have every -- they are willing to invest a lot
10 to secure and sustain their level of influence.
11 When you have dispersed cost, it's much harder for
12 anyone to come and challenge them. So I'll give
13 you an example.

14 If -- if Disney gets a hundred units of --
15 \$100, right, worth of benefit out of a particular
16 decision, they are able to spread that across, say,
17 a community which may not even have voting
18 authority or access to any levels of power
19 whatsoever. But putting that aside, they're able
20 to spread a 10 cent for this one thing. Obviously,
21 there are multiples of this that Disney is getting
22 in terms of perks, but they are able to spread that
23 across so everyone loses at 10 cents.

24 Well, the people who lose at 10 cents aren't
25 even going to spend up to 10 cents to save 10

1 cents. Disney is going to spend up to a hundred
2 dollars to get a hundred dollars. And so who's
3 going to win in that kind of situation? It's
4 always going to be the more powerful interest group
5 who has the concentrated benefit rather than those
6 who have the dispersed cost.

7 Now, on top of that there's an incentive on
8 the part of those who have this access to power to
9 get the concentrated benefits to also decrease the
10 level of information available to people to even
11 know that they're being harmed or how they're being
12 harmed. In other words, how they're being harmed,
13 that they're being harmed because Disney has
14 special advantages.

15 So they have an incentive to keep that
16 information or to prevent that information from
17 even flowing to the people who otherwise might
18 resist. And so there's going to be an investment
19 in control over information flows, as well as
20 public relations campaigns that convince everyone
21 that what's good for Disney is good for them, and
22 that's why we see such a sophisticated operation.

23 And this was -- you know, the level of
24 sophistication on the part of the Disney PR
25 department from the point of creating the district

1 in the first place and through legislation in 1967
2 all the way through today is extraordinary and has
3 been a major contributor to the success, as well as
4 this differential -- this dynamic of the
5 differential in benefits versus burdens.

6 MR. BARAKAT: Okay. Thank you.

7 CHAIR GARCIA: Any other questions or comments
8 from my fellow board members? I have some brief
9 closing comments before we vote, but I just want to
10 make two really basic observations. Disney
11 published a report about two weeks ago about all of
12 the revenues that are generated from their
13 businesses, and I want to make something very
14 clear. We're thankful for that. Okay. Bringing
15 in businesses that generate revenues is a wonderful
16 thing.

17 But as Charlie Munger, one of the wisest men
18 ever lived, Warren Buffet's right-hand man used to
19 always say is that revenues aren't free. You have
20 to spend to generate revenues. And the way
21 government deals with the revenues generated by big
22 businesses is that they charge them impacts fees,
23 and impact fees are then used for the public good
24 like schools, roads, affordable housing, all the
25 things that are problematic around the district.

1 And so we're grateful to Disney for their
2 revenues, but you understand that for 57 years, as
3 my fellow directors and these experts have pointed
4 out, surrounding businesses outside of the district
5 were paying impact fees. No impact fees were paid
6 within the district. Hundreds and hundreds of
7 millions of dollars.

8 And let me just share an anecdotal story. I
9 got a call after our audit was published yesterday
10 from a very successful investor, and he said, Hey,
11 Martin, I'm not surprised at all the problems from
12 the governance standpoints that I've seen in that
13 report from the old Reedy Creek board. And I said,
14 How do you know anything about the old Reedy Creek
15 board? And he said, Are you seeing what is
16 currently going on with respect to the Disney
17 board? Do you see the number of sophisticated
18 stockholders that are saying that there's a
19 leadership problem at Disney currently?

20 And so last night I just looked up and did a
21 little bit of research and found a letter from an
22 institutional investor, a substantial investor, in
23 Disney. It's an investor called Ancora,
24 A-N-C-O-R-A. And I quote from his letter to the
25 board of directors of Disney. He said, "A degree

1 of shareholder-driven change is certainly warranted
2 in Disney's board room following an extended period
3 of absent-minded governance."

4 That is the poor governance that we were
5 experiencing in this district. Disney controlled
6 the old Reedy Creek board, and so it's the
7 trickle-down effect. As shareholders of Disney
8 currently recognize, there's a leadership problem
9 there, that trickled down to the old board. And so
10 I have a few closing brief comments, and they are
11 responsive to the presentations of our experts
12 today, and they also relate to other things that
13 are in this audit.

14 So the audit is indeed comprehensive. It is
15 also illuminating and not infrequently shocking.
16 The audit features a litany of revelations about
17 the district and its observations. They will
18 astonish me but none of them should surprise
19 Disney. The audit indicates that Disney pulled a
20 bait-and-switch at the very outset. It sold the
21 Reedy Creek Act of Florida in the mid '60s as one
22 thing, but proceeded to do something almost
23 entirely different like Professor Kochan outlined.

24 Above all, the company failed or, perhaps,
25 rather neglected to fulfill critical promises it

1 made to Florida. For almost a half century, Disney
2 used its enormous influence to defend and fortify
3 the unprecedented government entitlements for which
4 it as a company exclusively benefited as our
5 experts have outlined today.

6 The audit documents the clever, creative, and
7 even inappropriate tactics that were used over
8 decades to, yes, outmaneuver and co-opted
9 politicians. At \$82 billion in revenue a year.
10 One of the world's biggest companies.

11 The company cleverly no -- clearly no longer
12 needed the entitlements to prosper a long time ago.
13 Did shareholders were the winners, and the losers
14 were, as you've heard here today, the district
15 itself, its employees, its taxpayers, local
16 vendors, who spoke here today, citizens of Central
17 Florida, and even the federal government.

18 The audit indicates that Disney never
19 delivered on its century-old promise to create
20 housing in the district. And this has caused
21 avoidable quality of life issues for district
22 employees. The failure to collect impact fees by
23 the district for so many years has exacerbated
24 traffic and environmental problems for Central
25 Florida according to the report.

1 The audit documents how obstructions were
2 created to favor Disney vendors over the other
3 vendors, some that spoke here today, that are now
4 available thanks Mr. Gilzean because of the new
5 policies, and they're now doing business with the
6 district. Disney sold its utility operation, as
7 Mr. Thompson noted, to the district for many, many
8 millions of dollars, and our experts have not been
9 able to validate that a fair price was paid to the
10 district.

11 Even tax income was hidden for years from the
12 federal government. From the \$700 million parking
13 garages that Mr. Thompson talked about to millions
14 of dollars in inappropriate government perks that
15 Mr. Jennings talked about, the audit shows how
16 Disney benefited to the exclusion of many other
17 taxpayers in the district. This district money
18 taxpayer money that were paid by other taxpayers,
19 non-Disney companies were used for the exclusive
20 benefit of Disney's properties.

21 The audit shows that Disney even paid for real
22 estate taxes for some of the government officials
23 who were charged with regulating its business
24 practices. I've got to repeat that. Where have
25 you seen that? The audit shows that Disney even

1 paid real estate taxes for some of the government
2 officials who were charged with regulating its
3 business practices.

4 Given the stunning facts in the audit, it is
5 especially shameful that Disney is still trying to
6 preserve its entitlements, let alone through
7 unlawful, 11th hour agreements. As is revealed
8 in those lawsuits against the district, Disney, to
9 this day, to this day, refuses to acknowledge any
10 infirmities, any. They're saying that 1967 Act
11 that they tried to stick us in the mud with is good
12 for day -- good today. What do you know -- have
13 any business for government that's functioning the
14 same today as they were in 1967? It just isn't the
15 case.

16 So they refuse to acknowledge any infirmities
17 with respect to those one-sided agreements that
18 they had years ago. The Reedy Creek Act was a
19 Pandora's Box. A curse disguised in the form of a
20 beautiful gift. Now that the truth is out, Florida
21 lawmakers and government officials should expel the
22 curse with more reforms to the district. There are
23 many referenced in the audit in terms of reforms
24 that should be welcomed on a bipartisan basis:
25 traffic solutions, schools, affordable housing.

1 Who argues against that? Disney.

2 So as the audit demonstrates, the district was
3 indeed in dire need of reform and thus legislature
4 was amply warranted in passing the new legislation
5 this year to begin reforming the district, to be
6 begin reforming the district. This has enabled our
7 Board to implement a myriad of reforms. We look
8 forward to working with other government officials
9 to continue reform the district to serve the public
10 good that Professor Kochan, Mr. Jennings, and
11 Mr. Thompson outlined and are which are more --
12 discussed in more detail in this 80-page report
13 that, with its supplements, is hundreds of pages.

14 So that's all I have to say. If my fellow
15 directors don't have anymore questions or comments,
16 or if our experts have nothing else to add, I would
17 like to ask if there is a motion to approve the
18 independent audit prepared by a number of very
19 qualified experts. Is there such a motion?

20 MR. BARAKAT: I will proudly so motion.

21 MR. AUNGST: Second.

22 CHAIR GARCIA: Any further discussion?

23 All in favor, indicate by saying aye.

24 THE BOARD: Aye.

25 CHAIR GARCIA: Any oppose? So let the record

1 that that motion passes unanimously.

2 We're now down to unfinished business or other
3 business, and I would ask my fellow directors and
4 general counsel and Mr. Gilzean, is there any
5 unfinished business or other business to be
6 discussed today?

7 MR. AUNGST: Mr. Chair, if I might, just
8 briefly. I know we've had a very long meeting, but
9 we're coming to the end of the year, and at the
10 beginning of this Board, we were kind of looking
11 for some structure before Mr. Gilzean, and we used
12 to talk about things at the end of the meeting
13 about things that we'd like to see coming up. And
14 with the eye towards the future and the new year, I
15 think that housing affordability is a huge issue
16 and so is public transaction.

17 In that -- in line with that, one of the
18 things the legislature required us to do, along
19 with the report that we just accepted, was to
20 develop a new comprehensive plan by 2026. And so I
21 believe that we need to start that process in
22 earnest. I think the report, the historical
23 context of the report gives us a good opportunity
24 to start that process. Obviously, the
25 comprehensive planning process takes awhile and is

1 inclusive and collaborative of all of our
2 taxpayers. That would be an outstanding
3 opportunity to start developing and adopting some
4 state-of-the-art policies and practices on
5 affordable housing and public transportation.

6 One thing that is extremely important to note
7 about the new Act is that it empowers the district
8 to invest in projects outside of the district, and
9 so it is entirely possible and entirely feasible
10 for the district to provide insensitive-s for
11 affordable housing developments and public
12 transportation that are even not within the
13 district. And so collaborating with our counsel,
14 our planning staff, and Mr. Gilzean, I'd like to
15 kind of launch that effort and do it
16 enthusiastically, and then look at this as a
17 springboard to the future on actually delivering on
18 those things and doing it over the next year, maybe
19 even sooner.

20 Another comment, I'm super excited about
21 swearing in our new firefighters. I think we have
22 21, 22?

23 MR. FERRARI: It is 23.

24 MR. AUNGST: Twenty-three new firefighters,
25 and I would highly encourage Mr. Gilzean public

1 swearing in ceremony, and let's really celebrate
2 that accomplishment for the fire department and for
3 the district.

4 And I think that -- the only other comment,
5 and, hopefully, Mr. Gilzean, please don't kill me,
6 but, again, looking forward to things, I know that
7 you're working on maternity/paternity leave policy.
8 My wife and I did not get maternity or paternity
9 leave for either of our children; our daughter and
10 our adopted son. So I know that you're also
11 looking at an adoption leave policy, and so that's
12 really important for me. So, our employees, I want
13 you to know, we're not stopping thinking about you.
14 We're always thinking about you, we're always
15 thinking about ways to make your experience here
16 the best possible experience, and that's something
17 I'm looking forward to in the coming months to talk
18 about this, this policy. Thank you, sir.

19 CHAIR GARCIA: Yeah, thank you for those
20 comments. Any further comments?

21 MR. BARAKAT: Mr. Chair, I'll have to just --
22 I appreciate Supervisor Aungst raising these
23 issues. I too am looking forward, we really truly
24 in terms of the opportunities to help foster, and I
25 appreciate the public comments earlier. And I

1 think from the public comments from the report, the
2 need for this district to address affordable
3 housing issues, transportation issues, our -- I
4 think it's been abundantly clear for a long time
5 that anybody has sat, whether you're an employ or a
6 visitor who's sat in traffic on I-4 trying to
7 access this district, you're sitting in a parking
8 lot that is I-4, I think it's obviously not --
9 there's room for improvement, particularly, as the
10 surrounding suburbs around this district have grown
11 significantly over the last 15 to 20 years.

12 There's an overwhelming need, and I think as going
13 forward basis, I think one is important looking --
14 one, trying to identify further use into the
15 negative externalities, true monetary cost of what
16 maybe failed as a district to address in the past.

17 And, two, maybe using that as an opportunity
18 to launch ourselves forward and develop a plan
19 moving forward. So I wanted to -- those comments,
20 and I'm looking forward to having to work with the
21 rest of this team along with Mr. Gilzean, of
22 course, to engage on those issues in the coming
23 year. And, also, Merry Christmas and Happy
24 Hanukkah and Happy New Year. Thank you.

25 CHAIR GARCIA: Anything further? If not,

1 thank you to everybody for your interest and for
2 joining us today. We now stand adjourned.

3 (Time ended 1:15 p.m.)
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C E R T I F I C A T E

**STATE OF FLORIDA
COUNTY OF ORANGE**

**I, SANDRA D. BROWN, Florida Professional
Reporter, certify that I was authorized to and did
stenographically report the foregoing proceedings
and that the transcript is a true and complete
record of my stenographic notes.**

Dated this 8th day of December, 2023.

Sandra D. Brown

**SANDRA D. BROWN
FLORIDA PROFESSIONAL REPORTER**

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.2

Page 1 of 1

Meeting Date	
January 24, 2024	
Agenda Item Name	
Second Amendment to Reedy Creek Improvement District/Orange County Amended and Restated Water, Wastewater, and Reclaimed Water Service Territorial Agreement.	
Requested Action	
Board approval of the Second Amendment to Reedy Creek Improvement District/Orange County Amended and Restated Water, Wastewater, and Reclaimed Water Service Territorial Agreement.	
Staff Report	
The Territorial Agreement was originally executed in 1992 and defines the potable water, wastewater, and reclaimed water service territorial boundary between CFTOD and the County. The Territorial Agreement provides that CFTOD and the County may alter the territorial boundary by mutual consent. This amendment alters the territorial boundary by removing 114.298 acres from the CFTOD Territorial Area in the north-west portion of the District. In addition to changing the territorial boundary, this amendment also changes the name of the agreement to “AMENDED AND RESTATED WATER, WASTEWATER, AND RECLAIMED WATER SERVICE TERRITORIAL AGREEMENT” and substitutes “CFTOD” for “RCID” in all places in the Territorial Agreement.	
Additional Analysis	
This amendment to the territorial boundary is to accommodate an affordable housing project to be located on the 114.298-acre parcel. This parcel is located adjacent to Orange County Utilities infrastructure along Avalon Road. The nearest CFTOD utility infrastructure is over 1.5-miles away in the Flamingo Crossing area.	
Fiscal Impact Summary	
No fiscal impact.	
Exhibits Attached	
1. Second Amendment to Reedy Creek Improvement District/Orange County Amended and restated Water, Wastewater, and Reclaimed Water Service Territorial Agreement	

**SECOND AMENDMENT
TO
REEDY CREEK IMPROVEMENT DISTRICT/ORANGE COUNTY
AMENDED AND RESTATED WATER, WASTEWATER, AND
RECLAIMED WATER SERVICE TERRITORIAL AGREEMENT**

THIS SECOND AMENDMENT TO THE REEDY CREEK IMPROVEMENT DISTRICT/ORANGE COUNTY AMENDED AND RESTATED WATER, WASTEWATER, AND RECLAIMED WATER SERVICE TERRITORIAL AGREEMENT (this “**Second Amendment**”), is made and entered into on the date of later execution below (the “**Effective Date**”), by and between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, an independent special district created pursuant to Chapter 2023-5, Laws of Florida (“**CFTOD**”), whose address is P.O. Box 10170, Lake Buena Vista, Florida 32830, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (hereinafter called the “**County**”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801.

RECITALS

WHEREAS, the Reedy Creek Improvement District (“**RCID**”) and the County entered into that certain Reedy Creek Improvement District/Orange County Amended and Restated Water, Wastewater, and Reclaimed Water Service Territorial Agreement dated September 30, 2008 (the “**Original Agreement**”), as amended by that certain First Amendment to Reedy Creek Improvement District/Orange County Amended and Restated Water, Wastewater, and Reclaimed Water Service Territorial Agreement dated November 14, 2018 (the “**First Amendment**,” and together with the Original Agreement, the “**Territorial Agreement**”); and

WHEREAS, the Territorial Agreement defines the potable water, wastewater, and reclaimed water service territorial boundary between RCID and the County and describes the areas referred to therein as “RCID’s Territorial Area” and the “Adjacent Territorial Area;” and

WHEREAS, Section 5 of the Territorial Agreement provides that RCID and the County may alter the Territorial Boundary by mutual consent; and

WHEREAS, RCID’s Territorial Area was altered by that certain Territorial Boundary Adjustment Agreement dated December 6, 2022 (the “**Adjustment Agreement**,”); and

WHEREAS, RCID was renamed the Central Florida Tourism Oversight District by Chapter 2023-5, Laws of Florida; and

WHEREAS, CFTOD and the County desire to modify and alter RCID's Territorial Area, as that term is defined in the Territorial Agreement, in accordance with the provisions set forth herein; and

WHEREAS, this Second Amendment fulfills the requirements set forth in Section 5 of the Original Agreement; and

WHEREAS, CFTOD and the County have determined that it is appropriate to use the Second Amendment to change the name of the Territorial Agreement from "REEDY CREEK IMPROVEMENT DISTRICT/ORANGE COUNTY AMENDED AND RESTATED WATER, WASTEWATER, AND RECLAIMED WATER SERVICE TERRITORIAL AGREEMENT" to "AMENDED AND RESTATED WATER, WASTEWATER, AND RECLAIMED WATER SERVICE TERRITORIAL AGREEMENT".

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the parties agree as follows:

1. The recitals set forth above are true and correct and by this reference are incorporated into this Second Amendment.
2. The name of the Territorial Agreement is changed from "REEDY CREEK IMPROVEMENT DISTRICT/ORANGE COUNTY AMENDED AND RESTATED WATER, WASTEWATER, AND RECLAIMED WATER SERVICE TERRITORIAL AGREEMENT" to "AMENDED AND RESTATED WATER, WASTEWATER, AND RECLAIMED WATER SERVICE TERRITORIAL AGREEMENT".
3. CFTOD and County desire to remove the area more particularly described on Exhibit "B" from RCID's Territorial Area. Accordingly, Exhibit "A2" to the Adjustment Agreement is hereby replaced with Exhibit "A3," which is attached to this Second Amendment and incorporated by this reference into the Territorial Agreement. From and after the Effective Date of this Second Amendment, RCID's Territorial Area means all lands lying within and encompassed by the Territorial Boundary described in Exhibit "A3."
4. CFTOD shall be substituted for RCID in all places in the Territorial Agreement and Adjustment Agreement unless the context requires otherwise. Other than the substitution of CFTOD for RCID in the Territorial Agreement and Adjustment Agreement and the alteration of RCID's Territorial Area, the terms and conditions of the Territorial Agreement and Adjustment Agreement shall remain the same.
5. Except as modified by this Second Amendment, the terms and provisions of the Territorial Agreement shall remain unchanged and in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, CFTOD and the County have caused this Second Amendment to be executed by their duly designated representatives as of the date and year indicated below.

“CFTOD”

CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT

Martin Garcia
Board Chairman

Date

Approved by the CFTOD Board of Supervisors on _____, 2024.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by _____ as _____ of the Central Florida Tourism Oversight District, an independent special district created pursuant to Chapter 2023-5, Laws of Florida, on behalf of CFTOD, who [] is personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public

Name Printed or Stamped

My Commission Expires: _____

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, Orange County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Exhibit “B”

to

Second Amendment to Reedy Creek Improvement District/Orange County Amended and
Restated Water, Wastewater and Reclaimed Water Service Territorial Agreement *[See attached
sketch of description totaling 2 pages]*

DESCRIPTION

A parcel of land lying in Section 8, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 8, run along the South line of the Southwest 1/4 of said Section 8, N 89°39'31" E, 1330.51 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section and the Point of Beginning; thence run along the West line of the Southeast 1/4 of the Southwest 1/4 of said Section, N 00°24'44" E, 242.11 feet to a point on the Easterly right of way line of County Road 545 as shown on Orange County right of way map, Project number 12167.001 dated November 14, 2014 and a point on a non-tangent curve concave Westerly having a radius of 2826.01 feet, and a central angle of 19°14'15"; thence from a tangent bearing of N 18°34'50" E run Northerly along the arc of said curve and right of way line, 948.86 feet; thence run along said right of way line, N 00°39'25" W, 141.86 feet; thence departing said right of way line run along the North line of the Southeast 1/4 of the Southwest 1/4 of said Section, N 89°41'27" E, 1188.92 feet to the Northeast corner thereof; thence run along the West line of the Northwest 1/4 of the Southeast 1/4 of said Section, N 00°15'09" E, 1265.33 feet to a point on the Hartzog Road right of way line as described in Official Records Book 9735, Page 8005 of the Public Records of Orange County Florida; thence run along said right of way line the following four courses; N 89°43'24" E, 207.16 feet to a point on a non-tangent curve concave Southwesterly having a radius of 802.00 feet, and a central angle of 65°19'49"; from a tangent bearing of N 89°43'09" E run Southeasterly along the arc of said curve, 914.46 feet; S 24°57'02" E, 499.49 feet; S 23°48'17" E, 1807.61 feet to a point on the South line of said Section 8; thence departing said right of way line run along said South line, S 89°39'31" W, 3220.30 feet to the Point of Beginning. Containing 114.298 Acres, more or less.

DS



DocuSigned by:

Jeff Green

F97A464D3A7549E...

11/20/2023

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE LINE, SW 1/4, SEC. 8-24S-27E AS BEING N 89°39'31" E
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

This document has been electronically signed using a digital signature in compliance with F.A.C.

5J-17.602(3). Printed copies of this document are not considered signed and the e-signature must be verified on any electronic copy. The seal appearing on this document was authorized by Jeff L. Green P.S.M. 5357.

Reedy Creek Energy Services, LB 7714
5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED: 11/20/23

 RCES REEDY CREEK ENERGY SERVICES	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855	FILING AREA WDW DISNEY OVERALL	DATE 9/20/23
		PROJECT NAME LAND REMOVED FROM CFTOD SERVICE AREA	SCALE
		SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
		COMMENTS EXHIBIT B, SHEET 1 OF 2	FILENAME: 10JG23024

GRAPHIC SCALE
SCALE 1" = 500'

500
0

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 00° 24' 44" E	242.11
L2	N 00° 39' 25" W	141.86
L3	N 89° 43' 24" E	207.16

C.R. 545
D.B. 402, Page 355
PROJECT # 12167.001

West line, NW 1/4, SE 1/4, Sec. 8-24-27

North line, SE 1/4 of
the SW 1/4, Sec. 8-24-27

N 89° 41' 27" E 1188.92'

NW 1/4,
SE 1/4

NE corner, SE 1/4 of
the SW 1/4, Sec. 8-24-27

Easterly R/W line of C.R. 545
PROJECT # 12167.001

114.298 Acres±

R/W line

West line, SE 1/4,
SW 1/4, Sec. 8-24-27

P.O.B.

South line, Sec. 8

N 89° 39' 31" E
1330.51'

S 89° 39' 31" W 3220.30'

P.O.C.
SOUTHWEST CORNER,
SEC 8, TWN 24 S, RNG 27 E

SW corner, SE 1/4, SW 1/4, Sec. 8-24-27

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2826.01	19° 14' 15"	948.86	N 18° 34' 50" E
C2	802.00	65° 19' 49"	914.46	N 89° 43' 09" E

ABBREVIATIONS

BRG	BEARING
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
DIST	DISTANCE
D.B.	DEED BOOK
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
O.R.	OFFICIAL RECORDS book
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
TANG	TANGENT
TWN	TOWNSHIP

REVISED: 11/20/23

RCES
REEDY CREEK ENERGY SERVICES

P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE 407-824-5855

FILING AREA

WDW DISNEY OVERALL

PROJECT NAME

LAND REMOVED FROM CFTOD SERVICE AREA

SURVEY TYPE

SKETCH OF DESCRIPTION

COMMENTS

EXHIBIT B, SHEET 2 OF 2

DATE:
9/20/23

SCALE
1" = 500'

DRAWN BY:
JLG

FILENAME:
10JG23024

Exhibit “A3”

to

Second Amendment to Reedy Creek Improvement District/Orange County Amended and Restated Water, Wastewater and Reclaimed Water Service Territorial Agreement *[See attached sketch of description totaling 29 pages]*

DESCRIPTION OF
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
WATER, WASTEWATER AND RECLAIMED WATER
TERRITORIAL AREA

Begin at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 24 South, Range 28 East run N 00°00'22" E, 1327.43 feet along the West line of Section 6 to the West 1/4 corner thereof; thence N 89°27'45" E, 1997.50 feet along the North line of the South half of Section 6, to the Southwest corner of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 6, thence N 00°20'35" W, 1154.75 feet along the West line of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 6; thence N 89°38'50" E, 663.64 feet along a line that is 165.00 feet South of and parallel to the North line of the Southeast 1/4 of the Northwest 1/4 of Section 6; thence N 89°11'34" E, 148.62 feet +/- along a line parallel to and 165.00 feet South of the North line of the Southwest 1/4 of the Northeast 1/4 of Section 6 to a point on the Westerly shore line of Lake Mable; thence meander the shore line of Lake Mable in a Southerly direction, to a point on the South line of Section 6 and the North line of Section 7, Township 24 South, Range 28 East, said point being S 16°20'10" W, 3981.97 feet more or less from the previously described point, and also lying N 89°31'17" E, 1683.05 feet from the Southwest corner of Section 6; thence continue along the shore line of Lake Mable in a Southeasterly and Northeasterly direction across the North 1/4 of Section 7, to the North line of Section 7 and the South line of Section 6, Township 24 South, Range 28 East, said point being N 89°31'17" E, along the North section line of Section 7, 1381.64 feet from the previously described point and lying S 89°31'17" W, 2304.35 feet from the Northeast corner of Section 7; thence continue to meander the shore line of Lake Mable in a Northeasterly direction across the Southeast 1/4 of Section 6, Township 24 South, Range 28 East to a point on said shoreline which is intersected by the North line of the South half of the Southeast 1/4 of Section 6, said point being N 25°14'10" E, 1475.82 feet from the previously described point; thence N 89°29'30" E, along said North line of the South half of the Southeast 1/4 of Section 6, 1679.89 feet to the East section line thereof; thence S 00°12'20" W, 1330.62 feet along the East line of Section 6 to the Southeast corner of Section 6 and the Northwest corner of Section 8, Township 24 South, Range 28 East; thence N 89°21'03" E along the North line of Section 8, 191.58 feet more or less to a point on the West shore line of South Lake; thence meander the shore line of South Lake in a Southwesterly, Southeasterly and Northeasterly direction to a point where the shore line of South Lake intersects the East line of the West half of the West half of Section 8; said point being S 25°17'13" E, 2679.01 feet more or less from the previously described point; thence S 00°13'59" W, 221.07 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S 00°06'21" E along the East line of the West half of the Southwest 1/4 of Section 8, 1334.85 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S 88°48'04" W, 1111.09 feet to a point of curvature of a curve concave Southeasterly having a radius of 545.08 feet, and a central angle of 81°15'08"; thence run Southwesterly along the arc of said curve, 772.99 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 80.00 feet, and a central angle of 128°43'50"; thence run Westerly along the arc of said curve, 179.74 feet; thence S 43°40'59" E, 16.92 feet; thence S 34°38'41" E, 8.13 feet; thence S 25°16'40" E, 86.79 feet; thence S 28°57'56" E, 106.03 feet; thence S 58°01'53" E, 87.73 feet; thence N 85°59'29" E, 134.58 feet to a point of curvature of a curve concave Southerly having a radius of 425.00 feet, and a central angle of 23°29'59"; thence run Easterly along the arc of said curve, 174.31 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 46°20'48"; thence run Southeasterly along the arc of said curve, 12.13 feet; to a point of compound curvature of a curve concave Westerly having a radius of 425.00 feet, and a central angle of 16°33'54"; thence run Southerly along the arc of said curve, 122.87 feet; to a point of compound curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 51°32'25"; thence run Southerly along the arc of said curve, 22.49 feet; thence S 43°56'36" W, 91.06 feet; thence S 64°40'37" W, 105.25 feet; thence S 40°45'32" W, 117.42 feet; thence S 13°26'04" W, 97.39 feet; thence S 42°14'20" W, 133.97 feet; thence S 68°59'11" W, 89.71 feet; thence S 28°50'44" W, 77.77 feet; thence S 14°52'47" W, 88.32 feet; thence S 01°59'29" E, 106.28 feet; thence S 24°42'46" W, 241.59 feet; thence S 36°55'50" W, 126.64 feet; thence S 24°03'44" W, 71.01 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 40°55'45"; thence run Southwesterly along the arc of said curve, 17.86 feet; thence S 64°59'30" W, 91.68 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 46°29'32"; thence run Westerly along the arc of said curve, 20.29 feet; thence N 68°30'58" W, 131.37 feet; thence N 34°57'28" W, 145.43 feet; thence N 10°44'04" W, 144.09 feet; thence N 10°34'18" E, 129.55 feet; thence N 44°03'35" E, 129.67 feet; thence N 86°35'32" E, 100.03 feet; thence N 62°48'18" E, 100.08 feet;

CONTINUED ON SHEET 2

 RCES REDDY CREEK ENERGY SERVICES P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-4185	FILING AREA	WDW DISNEY OVERALL	DATE: 4/5/22
	PROJECT NAME	CFTOD WATER/WASTE WATER TERRITORY	SCALE
	SURVEY TYPE	SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS	SHEET 1 OF 29 SHEETS	FILENAME: 10JG09096R4

CONTINUED FROM SHEET 1

thence N 58°16'14" E, 95.99 feet; thence N 15°01'47" E, 86.03 feet; thence N 14°30'32" W, 104.94 feet; thence N 03°06'23" W, 111.09 feet; thence N 07°32'42" E, 68.01 feet; thence N 15°14'13" W, 80.67 feet; thence N 87°12'48" W, 40.11 feet; thence S 77°42'57" W, 84.88 feet; thence S 74°44'47" W, 66.79 feet; thence S 35°20'27" W, 90.33 feet; thence S 22°58'13" W, 87.94 feet; thence S 20°05'22" W, 168.18 feet; thence S 65°39'23" W, 108.46 feet; thence N 79°02'16" W, 146.86 feet; thence S 44°41'24" W, 85.24 feet; thence S 66°58'59" W, 80.82 feet; thence N 89°03'00" W, 96.88 feet; thence S 84°18'13" W, 51.79 feet; thence S 77°56'53" W, 116.91 feet; thence S 70°14'00" W, 84.26 feet; thence N 63°52'48" W, 163.26 feet; thence N 71°49'57" W, 91.32 feet; thence N 56°38'48" W, 106.72 feet; thence N 37°38'37" W, 96.72 feet; thence N 69°48'38" W, 85.22 feet; thence N 85°15'14" W, 95.72 feet; thence N 76°56'11" W, 104.56 feet; thence S 28°55'14" W, 152.43 feet; thence S 13°45'44" E, 47.73 feet to a point of curvature of a curve concave Westerly having a radius of 75.00 feet, and a central angle of 30°06'13"; thence run Southerly along the arc of said curve, 39.41 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 45.00 feet, and a central angle of 99°54'55"; thence run Southeasterly along the arc of said curve, 78.47 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 250.00 feet, and a central angle of 55°31'16"; thence run Southeasterly along the arc of said curve, 242.26 feet; thence S 28°03'11" E, 95.35 feet to a point of curvature of a curve concave Westerly having a radius of 125.00 feet, and a central angle of 59°41'01"; thence run Southerly along the arc of said curve, 130.21 feet; thence S 31°37'50" W, 165.37 feet; thence S 51°01'41" E, 83.54 feet to a point on a non-tangent curve concave Southeasterly having a radius of 676.49 feet, and a central angle of 29°43'07"; thence from a tangent bearing of N 50°17'44" E run Northeasterly along the arc of said curve, 350.89 feet; thence S 35°59'30" E, 246.14 feet; thence S 55°37'13" E, 316.45 feet; thence S 68°44'46" E, 336.44 feet to a point on a non-tangent curve concave Southerly having a radius of 399.38 feet, and a central angle of 09°53'41"; thence from a tangent bearing of N 79°13'56" E run Easterly along the arc of said curve, 68.97 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 137.63 feet, and a central angle of 14°21'49"; thence run Easterly along the arc of said curve, 34.50 feet; thence S 03°57'40" W, 60.74 feet to a point on a non-tangent curve concave Southerly having a radius of 344.38 feet, and a central angle of 04°15'11"; thence from a tangent bearing of S 86°02'20" E run Easterly along the arc of said curve, 25.56 feet; to a point of compound curvature of a curve concave Southerly having a radius of 132.00 feet, and a central angle of 26°04'01"; thence run Easterly along the arc of said curve, 60.05 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 184.37 feet, and a central angle of 31°44'00"; thence from a tangent bearing of S 49°44'21" E run Southeasterly along the arc of said curve, 102.11 feet; to a point of compound curvature of a curve concave Westerly having a radius of 679.36 feet, and a central angle of 08°51'48"; thence run Southerly along the arc of said curve, 105.09 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 437.18 feet, and a central angle of 18°37'07"; thence run Southerly along the arc of said curve, 142.06 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 395.25 feet, and a central angle of 18°13'39"; thence run Southeasterly along the arc of said curve, 125.74 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 645.09 feet, and a central angle of 03°21'33"; thence run Southeasterly along the arc of said curve, 37.82 feet; thence N 82°18'14" W, 71.09 feet; thence N 51°44'44" W, 65.78 feet; thence N 80°24'25" W, 90.39 feet; thence S 48°32'46" W, 80.93 feet; thence S 22°55'38" W, 113.12 feet; thence S 27°19'16" E, 55.45 feet; thence S 18°40'56" W, 159.75 feet; thence S 10°48'30" W, 160.42 feet to a point of curvature of a curve concave Easterly having a radius of 223.65 feet, and a central angle of 59°02'33"; thence run Southerly along the arc of said curve, 230.47 feet; to a point on the Northerly and Easterly boundary of Tract R, Golden Oak Phase 1B according to the Plat thereof recorded in Plat Book 75, Pages 3 through 15 of the Public Records of Orange County, a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 64°33'48"; thence from a tangent bearing of S 49°58'05" E run Easterly along the arc of said curve, 28.17 feet; thence N 65°28'07" E, 122.36 feet; thence N 76°27'23" E, 76.59 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 25°14'16"; thence run Northeasterly along the arc of said curve, 11.01 feet; thence S 78°11'38" E, 85.68 feet to a point on a non-tangent curve concave Easterly having a radius of 1010.00 feet, and a central angle of 07°58'42"; thence from a tangent bearing of S 11°48'22" W run Southerly along the arc of said curve, 140.64 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 87°13'52"; thence from a tangent bearing of N 03°49'41" E run Northwesterly along the arc of said curve, 38.06 feet; thence N 83°24'11" W, 42.54 feet to a

CONTINUED ON SHEET 3

 RCES REDDY CREEK ENERGY SERVICES P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-4185	FILING AREA	WDW DISNEY OVERALL	DATE: 4/5/22
	PROJECT NAME	CFTOD WATER/WASTE WATER TERRITORY	SCALE
	SURVEY TYPE	SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS	SHEET 2 OF 29 SHEETS	FILENAME: 10JG09096R4

CONTINUED FROM SHEET 2

point of curvature of a curve concave Southerly having a radius of 221.37 feet, and a central angle of 29°07'38"; thence run Westerly along the arc of said curve, 112.54 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 132.76 feet, and a central angle of 48°16'12"; thence run Westerly along the arc of said curve, 111.85 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 234.18 feet, and a central angle of 14°51'36"; thence from a tangent bearing of N 64°15'37" W run Northwesterly along the arc of said curve, 60.74 feet; thence S 24°23'32" E, 34.06 feet; thence S 18°04'39" E, 78.70 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 115°40'49"; thence from a tangent bearing of S 17°50'29" E run Southwesterly along the arc of said curve, 50.48 feet; thence N 82°09'40" W, 26.47 feet; thence S 26°43'01" W, 107.99 feet; thence S 13°53'13" W, 84.71 feet; thence S 20°06'37" W, 86.21 feet; thence S 22°42'17" W, 90.27 feet; thence S 48°33'38" W, 93.96 feet; thence S 51°48'05" W, 58.47 feet; thence S 70°41'52" W, 98.39 feet; thence S 75°48'30" W, 82.70 feet; thence N 82°22'12" W, 18.57 feet; thence S 59°48'12" W, 61.99 feet; thence S 23°48'42" W, 31.41 feet; thence S 21°34'58" E, 112.96 feet; thence S 25°04'56" E, 80.36 feet; thence S 06°58'19" E, 51.79 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 54°17'13"; thence run Southerly along the arc of said curve, 23.69 feet; thence S 47°18'54" W, 37.10 feet; thence S 03°48'45" E, 24.29 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 79°16'52"; thence run Southwesterly along the arc of said curve, 34.59 feet; thence S 75°28'07" W, 70.19 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 41°16'24"; thence run Westerly along the arc of said curve, 18.01 feet; thence N 63°15'30" W, 63.09 feet to a point on the Easterly right-of-way of Central Florida Tourism Oversight District (CFTOD) Canal L-105 as described in Official Records Book 1896, Page 232 of the Public Records of this County, and a non-tangent curve concave Easterly having a radius of 1505.50 feet, and a central angle of 37°08'46"; thence from a tangent bearing of S 03°51'20" E run Southerly along the arc of said curve and right-of-way, 976.05 feet; thence continue along said right-of-way S 41°00'06" E, 193.39 feet; thence S 48°59'54" W, 100.00 feet to a point on the westerly right-of-way of said Canal; thence departing said Canal run, N 87°15'41" W, 130.57 feet; thence N 63°21'34" W, 33.90 feet; thence N 81°08'52" W, 154.09 feet; thence N 39°33'00" W, 38.53 feet; thence N 28°54'14" W, 86.79 feet; thence N 28°30'43" W, 101.63 feet; thence N 32°36'46" W, 77.00 feet; thence N 39°30'36" W, 98.30 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 37°14'40"; thence run Northerly along the arc of said curve, 16.25 feet; thence N 02°15'56" W, 56.50 feet; thence N 39°36'59" W, 135.27 feet; thence N 85°04'00" W, 67.65 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 46°40'29"; thence run Northwesterly along the arc of said curve, 20.37 feet; thence N 38°23'30" W, 64.62 feet; thence N 64°16'04" W, 16.33 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 58°38'45"; thence run Northwesterly along the arc of said curve, 25.59 feet; thence N 05°37'20" W, 20.54 feet; thence N 44°31'28" W, 62.56 feet; thence S 23°42'54" W, 95.95 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 84°46'10"; thence run Southwesterly along the arc of said curve, 36.99 feet; thence N 71°30'56" W, 65.59 feet; thence N 67°45'46" W, 71.42 feet; thence N 47°09'12" W, 129.61 feet; thence N 28°09'10" W, 67.04 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 58°17'03"; thence run Northerly along the arc of said curve, 25.43 feet; thence N 30°07'52" E, 66.18 feet; thence N 41°27'39" E, 82.62 feet; thence N 28°03'16" E, 61.53 feet; thence N 21°03'09" W, 47.93 feet; thence N 17°13'11" W, 99.26 feet; thence N 00°32'57" E, 48.45 feet; thence N 12°21'10" E, 151.79 feet; thence N 23°46'35" E, 109.94 feet; thence N 39°26'51" E, 91.52 feet; thence N 17°00'45" E, 45.16 feet; thence N 34°56'26" W, 27.03 feet; thence N 26°29'23" W, 104.81 feet; thence S 48°40'54" W, 30.14 feet to a point on a non-tangent curve concave Southerly having a radius of 7.86 feet, and a central angle of 78°20'37"; thence from a tangent bearing of N 28°56'03" W run Westerly along the arc of said curve, 10.75 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 19.64 feet, and a central angle of 36°52'37"; thence run Southwesterly along the arc of said curve, 12.64 feet; to a point of compound curvature of a curve concave Easterly having a radius of 3.95 feet, and a central angle of 74°25'35"; thence run Southerly along the arc of said curve, 5.13 feet; thence S 38°34'51" E, 13.88 feet; thence S 51°58'30" W, 145.54 feet; thence N 37°57'09" W, 16.70 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1080.42 feet, and a central

CONTINUED ON SHEET 4

 RCES REDDY CREEK ENERGY SERVICES P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-4185	FILING AREA WDW DISNEY OVERALL	DATE: 4/5/22
	PROJECT NAME CFTOD WATER/WASTE WATER TERRITORY	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 3 OF 29 SHEETS	FILENAME: 10JG09096R4

CONTINUED FROM SHEET 3

angle of 20°21'16"; thence from a tangent bearing of N 48°06'54" W run Northwesterly along the arc of said curve, 383.82 feet; thence N 37°56'18" W, 17.87 feet; thence N 30°54'21" W, 193.79 feet to a point on a non-tangent curve concave Southeasterly having a radius of 762.70 feet, and a central angle of 08°52'54"; thence from a tangent bearing of S 63°58'49" W run Southwesterly along the arc of said curve, 118.23 feet; thence S 55°05'55" W, 58.77 feet to a point of curvature of a curve concave Southeasterly having a radius of 160.82 feet, and a central angle of 19°16'01"; thence run Southwesterly along the arc of said curve, 54.08 feet; to a point of reverse curvature of a curve concave Northwesterly having a radius of 159.35 feet, and a central angle of 36°15'00"; thence run Southwesterly along the arc of said curve, 100.82 feet; thence S 72°04'54" W, 26.78 feet to a point of curvature of a curve concave Southeasterly having a radius of 158.03 feet, and a central angle of 21°54'44"; thence run Southwesterly along the arc of said curve, 60.44 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 52.89 feet, and a central angle of 104°26'29"; thence from a tangent bearing of S 75°27'00" W run Northwesterly along the arc of said curve, 96.41 feet; thence N 00°06'31" W, 54.31 feet; thence N 74°49'42" W, 43.41 feet; thence S 44°47'41" W, 145.43 feet; thence S 45°05'06" E, 18.68 feet; thence S 03°14'02" W, 84.66 feet; thence S 05°12'38" E, 58.35 feet to a point of curvature of a curve concave Easterly having a radius of 1125.00 feet, and a central angle of 27°57'29"; thence run Southerly along the arc of said curve, 548.95 feet; thence S 33°10'07" E, 163.59 feet to a point of curvature of a curve concave Westerly having a radius of 492.00 feet, and a central angle of 26°59'13"; thence run Southerly along the arc of said curve, 231.74 feet; thence N 86°26'26" E, 126.87 feet; thence N 76°15'46" E, 63.89 feet; thence S 64°36'17" E, 118.17 feet; thence S 52°36'40" E, 63.05 feet; thence S 45°16'16" E, 127.88 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 35°13'41"; thence run Southeasterly along the arc of said curve, 15.37 feet; thence S 10°02'35" E, 93.01 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 46°18'35"; thence run Southerly along the arc of said curve, 20.21 feet; thence S 36°16'00" W, 28.53 feet; thence S 20°23'46" W, 184.90 feet; thence S 25°05'40" W, 31.33 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°58'13"; thence from a tangent bearing of S 21°14'14" W run Southwesterly along the arc of said curve, 14.82 feet; thence S 55°12'27" W, 19.76 feet; thence S 18°42'59" W, 22.23 feet to a point on a non-tangent curve concave Southwesterly having a radius of 1908.34 feet, and a central angle of 22°05'51"; thence from a tangent bearing of S 75°17'36" E run Southeasterly along the arc of said curve, 736.00 feet; thence S 53°11'44" E, 1498.58 feet to a point of curvature of a curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 14°29'06"; thence run Southeasterly along the arc of said curve, 240.40 feet; to a point of compound curvature of a curve concave Northerly having a radius of 513.39 feet, and a central angle of 13°13'42"; thence run Easterly along the arc of said curve, 118.53 feet; thence S 80°54'32" E, 34.76 feet to a point of curvature of a curve concave Northerly having a radius of 1109.03 feet, and a central angle of 07°17'21"; thence run Easterly along the arc of said curve, 141.09 feet; thence S 88°11'54" E, 77.05 feet; thence S 89°29'03" E, 140.11 feet; thence S 89°29'03" E, 433.68 feet; thence N 89°58'59" E, 1465.17 feet; thence N 00°00'00" E, 131.18 feet; thence N 45°00'00" W, 71.68 feet; thence N 00°00'00" E, 633.08 feet; thence N 89°59'00" W, 445.76 feet; thence N 00°27'46" E, 673.19 feet; thence S 89°58'17" E, 398.81 feet; thence N 00°00'00" E, 753.74 feet; thence N 90°00'00" W, 362.43 feet; thence N 05°16'59" W, 106.23 feet; thence N 26°33'54" W, 135.35 feet; thence N 47°32'44" E, 146.69 feet; thence N 11°28'34" E, 24.04 feet to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 52°09'22"; thence run Northerly along the arc of said curve, 13.65 feet; thence N 40°40'48" W, 82.81 feet; thence N 90°00'00" W, 73.87 feet to a point on a non-tangent curve concave Westerly having a radius of 1396.50 feet, and a central angle of 06°53'10"; thence from a tangent bearing of N 07°09'56" E run Northerly along the arc of said curve, 167.84 feet; thence N 00°16'47" E, 0.50 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 17 Township 24 South Range 28 East; thence S 89°56'53" E, 3992.90 feet along the North line of the South half of Section 17, to the East 1/4 corner of Section 17; thence S 00°24'52" W, 2682.68 feet along the East section line of Section 17 to the Southeast corner of Section 17 and the Northeast corner of Section 20, Township 24 South, Range 28 East; thence S 00°01'36" E, 1333.66 feet along the East section line of Section 20 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 20 and the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 24 South, Range 28 East; thence N 89°57'37" E, 670.11 feet to the Northwest corner of

CONTINUED ON SHEET 5

 RCES REDDY CREEK ENERGY SERVICES P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-4185	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	
	SURVEY TYPE	DRAWN BY:
	SKETCH OF DESCRIPTION	JLG
	COMMENTS	FILENAME:
	SHEET 4 OF 29 SHEETS	10JG09096R4

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the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21; thence S 00°08'32" E, 668.06 feet to the Southwest corner thereof; thence S 89°55'30" E, 671.45 feet to the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21; thence S 00°15'27" E, 669.41 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 21; thence S 00°44'42" E, 656.38 feet to the Northwest corner of Lot 85, Munger and Company Subdivision of Section 21, according to the Plat recorded in Plat Book E Page 22 of the Public Records of this County; thence S 89°51'01" E, 335.66 feet to the Northeast corner of said Lot 85; thence S 00°40'49" E, 656.31 feet to the Southeast corner of Lot 85; thence S 89°53'15" E, 1004.75 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 21 to the Northeast corner thereof; thence S 00°29'10" E, 655.63 feet along the West line of the Northwest 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Southwest corner thereof; thence N 89°20'56" E, 666.99 feet along the South line of the Northwest 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Southeast corner thereof; thence N 00°21'22" W, 652.39 feet along the West line of the Northeast 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Northwest corner thereof; thence N 89°37'38" E, 2005.42 feet along the North line of the South half of the Southeast 1/4 of Section 21 to the Northeast corner thereof, said point also being the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 24 South, Range 28 East; thence N 00°02'32" E, 1285.39 feet along the West line of Section 22 to the West 1/4 corner of Section 22; thence N 89°50'49" E, 2691.31 feet along the North line of the South half of Section 22, to a point on a line that is 150.00 feet westerly of and parallel with the base line of State Road 400 as shown in map section 75280-2465 and dated 2/22/1993; thence run along said line, S 38°29'42" W, 7143.82 feet to a point on the Westerly right-of-way line of State Road 536 as shown in map section 75000-2520 and dated 3/05/1998; thence departing said parallel line run along State Road 536 the following courses; S 43°35'42" W, 1571.48 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1809.86 feet, and a central angle of 37°23'06"; thence from a tangent bearing of S 42°29'42" W run Southwesterly along the arc of said curve, 1180.92 feet; thence S 79°52'51" W, 1498.72 feet to a point on the West line of Section 28, and on the East line of Section 29, Township 24 South, Range 28 East, said point lying N 00°00'07" W, 387.61 feet from the Southwest corner of Section 28; thence S 79°52'53" W, 95.47 feet to a point of curvature of a curve concave Northerly having a radius of 2191.83 feet and a central angle of 32°28'09"; thence run Westerly along the arc of said curve, 1242.10 feet; thence N 69°59'50" W, 311.61 feet; thence run S 23°29'47" W, 304.91 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 11402.16 feet and a central angle of 00°29'43"; thence from a tangent bearing of S 65°33'17" E, run Southeasterly along the arc of said curve, 98.56 feet; thence S 58°56'26" E, 509.41 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 900.00 feet and a central angle of 02°31'40"; thence run Southeasterly along the arc of said curve 39.70 feet to a point on the South line the Southeast 1/4 of Section 29, said point lying N 89°50'43" W, 1167.48 feet from the Southeast corner of Section 29; thence leaving said right-of-way, run N 89°50'43" W along the South line of the Southeast 1/4 of Section 29, 1496.10 feet, to the South Quarter corner thereof; thence N 89°50'42" W, 2152.59 feet along the South line of the Southwest 1/4 of Section 29 to a point on the right-of-way of Chelonia Parkway as shown on the Plat of Bonnet Creek Resort recorded in Plat Book 56, Page 41 of the Public Records of this County; thence run along said right-of-way the following courses; due North 163.29 feet to the point of curvature of a curve concave Southeasterly, having a radius of 675.00 feet and a central angle of 45°40'47"; thence run Northeasterly along the arc of said curve 538.15 feet to a point of reverse curvature of a curve concave Westerly, having a radius of 825.00 feet and a central angle of 98°34'08"; thence run Northeasterly and Northwesterly along the arc of said curve 1419.29 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 500.84 feet and a central angle of 22°53'21"; thence run Northwesterly and Northerly along the arc of said curve 200.08 feet; thence N 30°00'00" W, 607.96 feet; thence due North, 86.60 feet; thence due West 67.60 feet to a point of curvature of a curve concave Southerly having a radius of 611.16 feet and a central angle of 19°01'18"; thence run Westerly along the arc of said curve and Southerly right-of-way 202.90 feet; thence S 57°06'40" E, 167.71 feet; S 30°00'00" E, 180.00 feet; S 06°15'02" E, 54.63 feet; S 30°00'00" E, 408.17 feet to a point of curvature of a curve concave Northeasterly, having a radius of 650.84 feet and a central angle of 22°53'21"; run Southeasterly along the arc of said curve 260.00 feet; to a point of reverse curvature of a curve concave Westerly, having a radius of 675.00 feet and a central angle of 98°34'08"; thence run Southeasterly and Southwesterly along the arc of said curve 1161.24 feet to a point of reverse curvature of a curve concave

CONTINUED ON SHEET 6

 RCES REDDY CREEK ENERGY SERVICES P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-4185	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	
SURVEY TYPE	SKETCH OF DESCRIPTION	DRAWN BY:
		JLG
COMMENTS	SHEET 5 OF 29 SHEETS	FILENAME:
		10JG09096R4

CONTINUED FROM SHEET 5

Southwesterly along the arc of said curve 1161.24 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 825.00 feet and a central angle of 45°40'47"; thence run Southwesterly along the arc of said curve, 657.74 feet; thence due South, 162.89 feet to the South line of the Southwest 1/4 of Section 29; thence departing the right-of-way line of Chelonia Parkway run N 89°50'42" W along the South line of the Southwest 1/4 of Section 29, 360.99 feet to the Southwest corner of Section 29 and the Northeast corner of Section 31, Township 24 South, Range 28 East; thence S 00°40'50" E, 2749.41 feet along the East line of the Northeast 1/4 of Section 31 to the Southeast corner thereof; thence S 00°27'13" W, 2643.90 feet along the East line of the Southeast 1/4 of Section 31 to the Southeast corner of Section 31; thence N 89°36'01" W, 2646.94 feet along the South line of the Southeast 1/4 of Section 31 to the Southwest corner thereof; thence N 89°56'54" W, 2748.82 feet along the South line of the Southwest 1/4 of Section 31 to the Southwest corner thereof and the Southeast corner of Section 36, Township 24 South Range 27 East; thence S 89°50'04" W, 2658.48 feet along the South line of the Southeast 1/4 of Section 36 to the Southwest corner thereof; thence S 89°46'36" W, 2656.21 feet along the South line of the Southwest 1/4 of Section 36 to the Southwest corner thereof and the Southeast corner of Section 35, Township 24 South Range 27 East; thence S 89°48'35" W, 2652.59 feet along the South line of the Southeast 1/4 of Section 35 to the Southwest corner thereof; thence S 89°44'07" W, 2661.05 feet along the South line of the Southwest 1/4 of Section 35 to the Southwest corner of said Section and the Southeast corner of Section 34, Township 24 South Range 27 East; thence S 89°46'46" W, 3438.73 feet along the South line of Section 34 to a point on the boundary of Black Lake Village according to the Plat thereof recorded in Plat Book 75, Page 149 of the Public Records of this County; thence leaving the South line of Section 34, run along the Easterly and Northerly boundary of said Plat following courses; N 00°13'59" W, 29.01 feet; N 14°42'28" W, 114.62 feet; N 06°53'49" W, 123.97 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 16°36'26"; run Northerly along the arc of said curve, 7.25 feet; N 09°42'37" E, 104.21 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 51°24'11"; run Northeasterly along the arc of said curve, 22.43 feet; N 61°06'48" E, 53.88 feet; N 71°34'02" E, 17.56 feet; N 18°25'51" W, 18.21 feet to a point on a non-tangent curve concave Northeasterly having a radius of 50.00 feet, and a central angle of 106°48'50"; from a tangent bearing of N 80°45'36" W run Northwesterly along the arc of said curve, 93.21 feet; N 31°47'40" W, 44.69 feet to a point on a non-tangent curve concave Northwesterly having a radius of 436.00 feet, and a central angle of 15°56'47"; from a tangent bearing of S 58°12'21" W run Southwesterly along the arc of said curve, 121.35 feet; S 74°09'08" W, 308.68 feet to a point of curvature of a curve concave Southeasterly having a radius of 514.00 feet, and a central angle of 20°05'00"; run Southwesterly along the arc of said curve, 180.17 feet; S 54°04'10" W, 67.69 feet to a point of curvature of a curve concave Northerly having a radius of 315.00 feet, and a central angle of 35°55'53"; run Westerly along the arc of said curve, 197.54 feet; N 89°59'58" W, 83.84 feet to a point of curvature of a curve concave Northerly having a radius of 381.00 feet, and a central angle of 34°07'58"; run Westerly along the arc of said curve, 226.97 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 384.88 feet, and a central angle of 34°00'28"; run Westerly along the arc of said curve, 228.44 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 185.00 feet, and a central angle of 35°39'45"; run Westerly along the arc of said curve, 115.15 feet; to a point of compound curvature of a curve concave Easterly having a radius of 47.00 feet, and a central angle of 130°32'06"; run Northerly along the arc of said curve, 107.08 feet; N 76°19'21" E, 28.14 feet; S 89°22'47" E, 9.24 feet; N 75°08'23" E, 42.15 feet; N 66°44'45" E, 45.92 feet; N 58°10'56" E, 7.13 feet; N 40°00'00" E, 8.68 feet; N 28°21'12" E, 21.50 feet; N 19°11'06" E, 7.97 feet; N 05°44'49" E, 22.07 feet; N 09°37'03" E, 18.85 feet; N 28°18'59" E, 25.32 feet; N 39°33'24" E, 18.56 feet; N 51°48'12" E, 17.01 feet; N 53°20'03" E, 12.93 feet; N 67°23'56" E, 18.89 feet; N 61°31'34" E, 16.11 feet; N 85°31'20" E, 16.65 feet; S 84°27'04" E, 14.79 feet; S 66°07'30" E, 25.25 feet; S 70°01'08" E, 21.22 feet; S 76°11'40" E, 28.29 feet; S 81°04'45" E, 15.99 feet; S 63°15'14" E, 32.58 feet; S 71°35'23" E, 7.28 feet; S 83°45'15" E, 20.77 feet; N 86°06'18" E, 21.64 feet; S 75°49'09" E, 17.31 feet; S 87°55'16" E, 10.48 feet; N 72°43'50" E, 26.75 feet; N 60°42'21" E, 36.44 feet; N 77°16'53" E, 19.62 feet; N 68°37'24" E, 7.52 feet; N 57°06'15" E, 21.62 feet; N 48°30'29" E, 7.40 feet; N 29°59'26" E, 8.68 feet; N 13°42'55" E, 39.82 feet; N 10°06'24" E, 32.03 feet; N 01°43'31" W, 29.22 feet; N 05°37'39" W, 26.82 feet; N 12°01'53" W, 42.36 feet; N 21°06'43" W, 7.72 feet; N 36°50'10" W, 37.65 feet; N 47°37'33" W, 25.00 feet; N 56°19'26" W, 44.83 feet; N 49°30'53" W, 55.06 feet; N 59°47'57" W, 8.89 feet; N 72°21'36" W, 36.00 feet; N 82°08'10" W, 65.71 feet; S 89°42'01" W, 51.60 feet.

CONTINUED ON SHEET 7

 RCES REEDY CREEK ENERGY SERVICES	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	
P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-4185	SURVEY TYPE	DRAWN BY:
	SKETCH OF DESCRIPTION	JLG
	COMMENTS	FILENAME:
	SHEET 6 OF 29 SHEETS	10JG09096R4

CONTINUED FROM SHEET 6

feet; N 80°08'53" W, 56.11 feet; N 89°26'00" W, 8.09 feet; S 81°14'14" W, 46.34 feet; S 78°42'25" W, 40.49 feet; S 77°43'02" W, 63.74 feet; S 79°09'43" W, 47.65 feet; S 72°48'44" W, 44.03 feet; S 63°14'34" W, 42.60 feet; S 57°48'39" W, 28.70 feet; S 64°21'00" W, 20.44 feet; S 67°06'48" W, 29.21 feet; S 83°28'20" W, 29.99 feet; S 83°04'31" W, 27.06 feet; S 84°19'19" W, 42.81 feet to a point of curvature of a curve concave Northeasterly having a radius of 50.00 feet, and a central angle of 83°36'01"; run Northwesterly along the arc of said curve, 72.95 feet; to a point of compound curvature of a curve concave Easterly having a radius of 188.00 feet, and a central angle of 27°45'45"; run Northerly along the arc of said curve, 91.10 feet; S 89°52'10" W, 174.16 feet; thence departing said Plat run along the West line of the Southwest 1/4 of Section 34, N 00°00'19" E, 313.89 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34 and the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 27 East; thence continue N 00°00'19" E 498.35 feet to the Southeast corner of the North 5/8 of the Northeast 1/4 of the Southeast 1/4 of Section 33; thence run along the South line of the North 5/8 of the Northeast 1/4 of the Southeast 1/4 of Section 33, N 89°47'57" W, 1326.58 feet to the Southwest corner thereof; thence run along the West line of the North 5/8 of the Northeast 1/4, of the Southeast 1/4 of Section 33, N 00°00'31" E, 835.26 feet to the Northwest corner thereof; thence run along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 33, N 00°00'25" E, 1321.43 feet to the Northwest corner thereof; thence run along the North line of the Southeast 1/4 of the Northeast 1/4 of Section 33, S 89°55'44" E, 1326.40 feet; to the Northeast corner thereof; thence run along the West line of the Northwest 1/4 of Section 34 Township 24 South Range 27 East, N 00°00'06" E, 1329.09 feet to the Northwest corner thereof; thence N 89°53'53" E, 2679.47 feet along the North line of the Northwest 1/4 of Section 34 to the Northeast corner thereof and the Southwest corner of the Southeast 1/4 of Section 27, Township 24 South, Range 27 East; thence N 00°01'11" W, 3964.69 feet along the West line of the East 1/2 of Section 27 to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 27; thence S 89°37'54" W, 1332.15 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of Section 27 to the Southwest corner thereof; thence N 00°08'12" E, 1330.97 feet along the West line of the Northeast 1/4 of the Northwest 1/4 of Section 27 to the Northwest corner thereof; thence S 89°46'29" W, 1328.51 feet along the North line of the Northwest 1/4 of Section 27 to the Northwest corner of Section 27 and the Northeast corner of Section 28, Township 24 South, Range 27 East; thence S 89°48'06" W, 1331.20 feet along the North line of the Northeast 1/4 of the Northeast 1/4 of Section 28, to the Northeast corner of the West 1/2 of the Northeast 1/4 of Section 28; thence S 00°12'18" W, 882.69 feet along the East line of the West 1/2 and the Northeast 1/4 of Section 28, Township 24 South, Range 27 E to a point on the Westerly right of way line of State Road 429 as described in Official Records Book 7070, Page 2553 and Book 7106, Page 2802 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Southwesterly having a radius of 2204.09 feet, and a central angle of 07°27'37"; thence from a tangent bearing of N 29°38'58" W run Northwesterly along the arc of said curve and right of way line, 286.99 feet; thence continue along said right of way line the following two courses; N 37°06'36" W, 690.17 feet to a point on a non-tangent curve concave Northeasterly having a radius of 770.43 feet, and a central angle of 09°59'15"; thence from a tangent bearing of N 39°00'55" W run Northwesterly along the arc of said curve, 134.30 feet; thence N 88°43'15" W, 555.85 feet to a point on the Easterly right of way line of Flamingo Crossing Blvd. as described in Official Records Book 10815, Page 4619 of the Public Records of Orange County, Florida and a non-tangent curve concave Westerly having a radius of 1010.00 feet, and a central angle of 01°59'18"; thence from a tangent bearing of S 05°40'55" E run Southerly along the arc of said curve and right of way line, 35.05; thence S 89°48'06" W, 125.95 feet along the South line of the Southeast 1/4 of Section 21, Township 24 South, Range 27 East to the Southwest corner thereof; thence S 89°49'36" W, 483.70 feet; along the South line of the Southwest 1/4 of Section 21, Township 24 South, Range 27 East; thence N 40°17'32" W, 323.52 feet; thence N 32°21'38" W, 271.63 feet; thence N 34°30'31" W, 120.76 feet; thence N 46°26'37" W, 108.80 feet; thence S 89°49'14" W, 28.71 feet to a point of curvature of a curve concave Southerly having a radius of 934.00 feet, and a central angle of 01°05'30"; thence run Westerly along the arc of said curve, 17.79 feet; thence S 00°10'31" E, 11.26 feet; thence S 89°49'29" W, 28.35 feet; thence S 04°02'58" E, 4.66 feet; thence S 86°05'06" W, 22.85 feet; thence N 03°54'54" W, 6.14 feet; thence S 89°49'29" W, 173.97 feet to a point of curvature of a curve concave Northerly having a radius of 2158.53 feet, and a central angle of 24°05'38"; thence run Westerly along the arc of said curve, 907.70 feet; thence N 66°04'53" W, 548.81 feet; thence N 00°35'44" E, 1606.72 feet along the West line of the Southwest 1/4 of Section 21, Township 24 South, Range 27

CONTINUED ON SHEET 8



P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185

FILING AREA	WDW DISNEY OVERALL	DATE:	4/5/22
PROJECT NAME	CFTOD WATER/WASTE WATER TERRITORY	SCALE	
SURVEY TYPE	SKETCH OF DESCRIPTION	DRAWN BY:	JLG
COMMENTS	SHEET 7 OF 29 SHEETS	FILENAME:	10JG09096R4

CONTINUED FROM SHEET 7

Section 17, to the Southwest corner thereof; thence N 00°18'18" W, 2652.68 feet along the West line of the East 1/2 of the Northeast 1/4 of Section 17 to the Northwest corner thereof; thence N 89°39'31" E, 559.27 feet along the North line of Section 17 to a point on the right of way line of Hartzog Road as described in Official Records Book 9711, Page 5346 and Book 9782, Page 7172 of the Public Records of Orange County, Florida; thence entering Section 8, Township 24 South, Range 27 East; thence run along said right of way line the following four courses; N 23°48'17" W, 1807.61 feet; N 24°57'02" W, 499.49 feet, to a point of curvature of a curve concave Southwesterly having a radius of 802.00 feet, and a central angle of 65°19'49"; run Northwesterly along the arc of said curve 914.46 feet; S 89°43'24" W, 207.15 feet; thence departing said right of way line run along the West line of the Northwest 1/4 of the Southeast 1/4 of said Section run N 00°14'57" E, 100.00 feet to a point on the Northerly right-of-way line of aforesaid Hartzog Road; thence run along said right-of-way line the following three courses; N 89°43'25" E, 671.30 feet; N 23°57'49" E, 158.82 feet to a point on a non-tangent curve concave Southwesterly having a radius of 2750.09 feet, and a central angle of 04°43'07"; from a tangent bearing of S 33°16'29" E run Southeasterly along the arc of said curve, 226.49 feet; thence N 89°43'24" E, 1808.38 feet along the North line of the Southeast 1/4 of Section 8 to the Northeast corner thereof and the Northwest corner of the Southwest 1/4 of Section 9, Township 24 South, Range 27 East; thence run N 89°44'05" E, 1325.36 feet along the North line of the Northwest 1/4 of the Southwest 1/4 of Section 9 to the Northeast corner thereof; thence S 00°08'51" W, 1314.23 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of Section 9 to the Southeast corner thereof; thence N 89°45'10" E, 1327.55 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 9 to the Northeast corner thereof; thence S 00°03'05" W, 1314.64 feet along the East line of the Southeast 1/4 of the Southwest 1/4 of Section 9 to the Southeast corner of the Southwest 1/4 of Section 9; thence N 89°53'46" E, 2633.36 feet along the South line of the Southeast 1/4 of Section 9 to the Southeast corner thereof and the Southwest corner of Section 10, Township 24 South, Range 27 East; thence N 00°15'35" E, 5286.81 feet along the West section line of Section 10 to the Northwest corner thereof and the Southwest corner of Section 3, Township 24 South, Range 27 East; thence N 00°11'50" W, 2661.64 feet along the West line of the Southwest 1/4, Section 3 to the Northwest corner thereof; thence N 89°39'50" E, 3976.31 feet along the North line of the South half of Section 3 to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 3; thence S 00°04'39" E, 1326.78 feet along the East line of the Northwest 1/4 of the Southeast 1/4 of Section 3 to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 3; thence N 89°37'16" E, 1328.99 feet along the North line of the Southeast 1/4 of the Southeast 1/4 of Section 3 to the Northeast corner thereof and the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 24 South, Range 27 East; thence N 00°07'50" W, 1325.78 feet along the West line of Northwest 1/4, of the Southwest 1/4, of Section 2 to the Northwest corner thereof; thence N 00°07'43" W, 400.13 feet along the West line of the Northwest 1/4, of Section 2; thence run along the Northerly boundary of a deed recorded in Official Records Book 1457, Page 934 of the Public Records of this County the following three courses; N 86°46'13" E, 1024.87 feet; N 77°37'23" E, 1103.42 feet; N 53°18'38" E, 1872.82 feet to a point on the Southerly right-of-way line of Reams Road as shown on Plat book 3, Page 85 of the Public Records of this County; thence run along said right-of-way line the following three courses; S 43°40'10" E, 1382.92 feet to the beginning of a curve concave to the Northeast, having a radius of 546.86 feet and a central angle of 46°21'00"; thence run Southeasterly along the arc of said curve 442.39 feet; thence N 89°58'50" E, 341.61 feet; thence leaving said right-of-way, run S 00°19'24" E, 603.75 feet along the East line of the Northeast 1/4 of Section 2, to the Southeast corner thereof, and the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 1, Township 24 South, Range 27 East; thence N 89°43'47" E, along the North line of the Northwest 1/4 of the Southwest 1/4 of Section 1, 1297.19 feet to a point 25 feet West of the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 1; thence N 00°12'21" W, 598.76 feet along a line that is 25.00 feet West of and parallel to the West line of the Southeast 1/4 of the Northwest 1/4 of Section 1 to the Southerly right-of-way line of aforesaid Reams Road; thence N 89°56'46" E, 100.00 feet along said Southerly right-of-way of Reams Road; thence run along the Easterly and Northerly boundary of a deed recorded in Official Records Book 1465, Page 307 of the Public Records of this County the following five courses; S 02°04'12" E, 523.43 feet; N 89°43'40" E, 52.00 feet; S 00°12'21" E, 49.00 feet; N 89°43'41" E, 229.00 feet; S 00°12'25" E, 26.23 feet; thence N 89°43'47" E, 1039.16 feet along the North line of the South half of Section 1 to a point 90.00 feet East of

CONTINUED ON SHEET 9

 RCES REEDY CREEK ENERGY SERVICES	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	
	SURVEY TYPE	DRAWN BY:
	SKETCH OF DESCRIPTION	JLG
	COMMENTS	FILENAME:
	SHEET 8 OF 29 SHEETS	10JG09096R4

CONTINUED FROM SHEET 8

the Northeast corner of the Southwest 1/4 of Section 1; thence S 05°34'33" W, 911.86 feet; thence S 00°05'18" E, 420.00 feet along the East line of the Northeast 1/4 of the Southwest 1/4 of Section 1 to the Southeast corner thereof; thence N 89°44'10" E, 2649.93 feet along the North line of the South half of the Southeast 1/4 of Section 1 to the Point of Beginning.

Less the following described parcels:

That portion of Lots 110 and 111 of the Munger and Company Subdivision of Section 22, Township 24 South, Range 28 East according to the Plat recorded in Plat Book E Page 22 of the Public Records of Orange County, Florida, being more particularly described as:

Commence at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 22, run S 89°27'13" E, 464.18 feet along the North line of the Southwest 1/4 of the Southwest 1/4 of Section 22; thence S 00°32'47" W, 15.00 feet to a point on the North line of said Lot 111 and the Point of Beginning; thence S 89°27'13" E, 300.00 feet along the North line of Lots 110, and 111 to the West right-of-way of State Road 400 as shown in map section 75280-2465 and dated 2/22/1993; thence S 04°05'32" E, 150.49 feet along the said right-of-way; thence N 89°27'13" W, 312.17 feet along the South line of the North 150.00 feet said Lots 110 and 111; thence N 00°32'47" E, 150.00 feet to the Point of Beginning.

And

That part of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 24 South, Range 28 East, being more particularly described as:

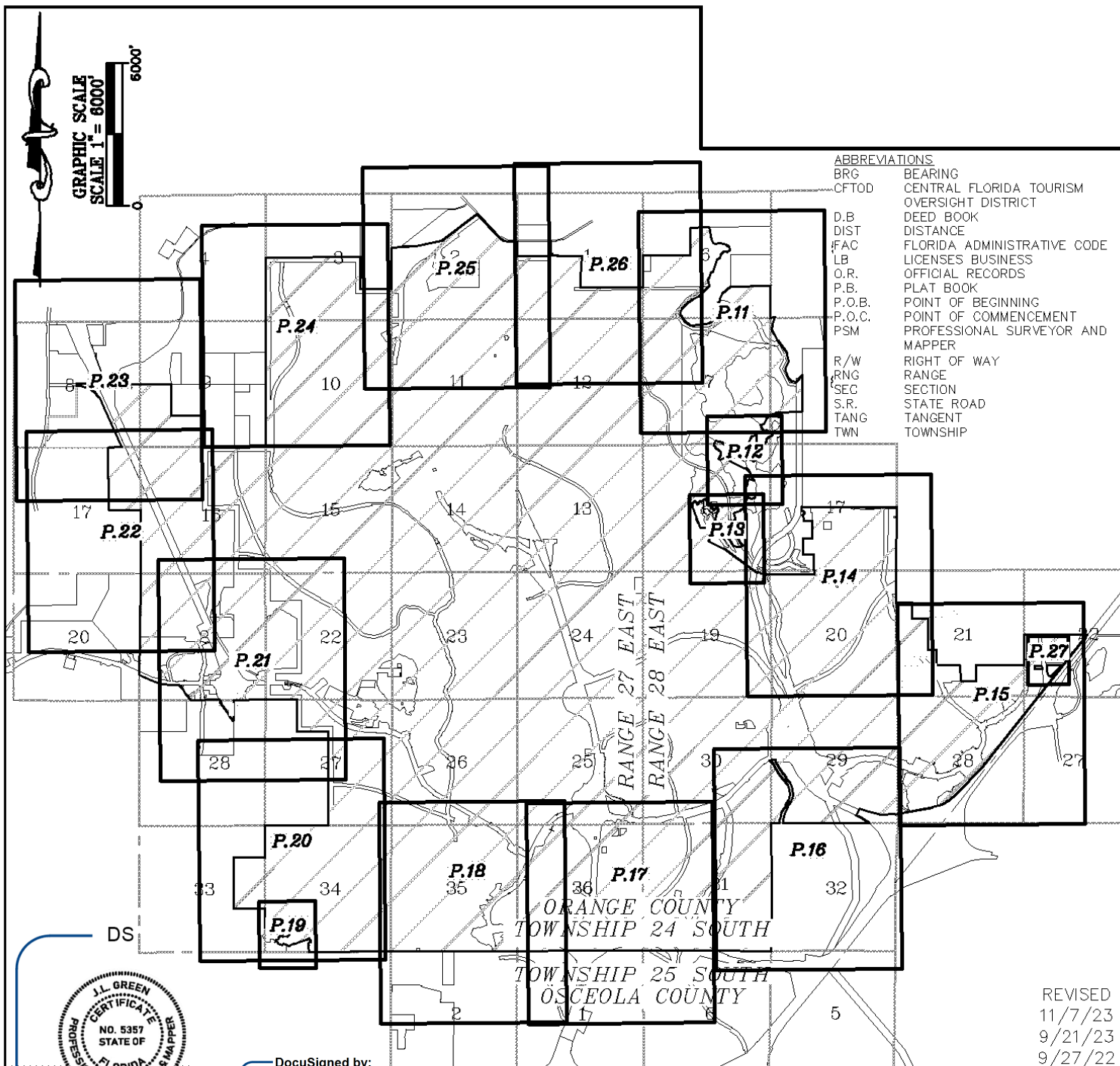
Commence at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 22, run along the North line of the South 1/2 of the Southwest 1/4 of Section 22, S 89°27'13" E, 985.26 feet, to the Point of Beginning; thence continue along said line S 89°27'13" E, 642.78 feet; thence run along the Westerly right-of-way line of State Road 400 as shown in map section 75280-2465 and dated 2/22/1993 the following three courses; S 46°05'23" W, 681.12 feet to a point on a non-tangent curve concave Northerly having a radius of 60.00 feet, and a central angle of 118°45'23"; from a tangent bearing of S 46°06'36" W run Westerly along the arc of said curve, 124.36 feet; N 15°07'40" W, 205.41 feet; thence run along the West line of Lot 109 of the Munger and Company Subdivision of Section 22, according to the Plat recorded in Plat Book E Page 22 of the Public Records of this County, N 00°14'30" E, 252.64 feet to the Point of Beginning.

Containing 17,611.075 acres more or less.



P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185

FILING AREA	WDW DISNEY OVERALL	DATE:	4/5/22
PROJECT NAME	CFTOD WATER/WASTE WATER TERRITORY	SCALE	
SURVEY TYPE	SKETCH OF DESCRIPTION	DRAWN BY:	JLG
COMMENTS	SHEET 9 OF 29 SHEETS	FILENAME:	10JG09096R4

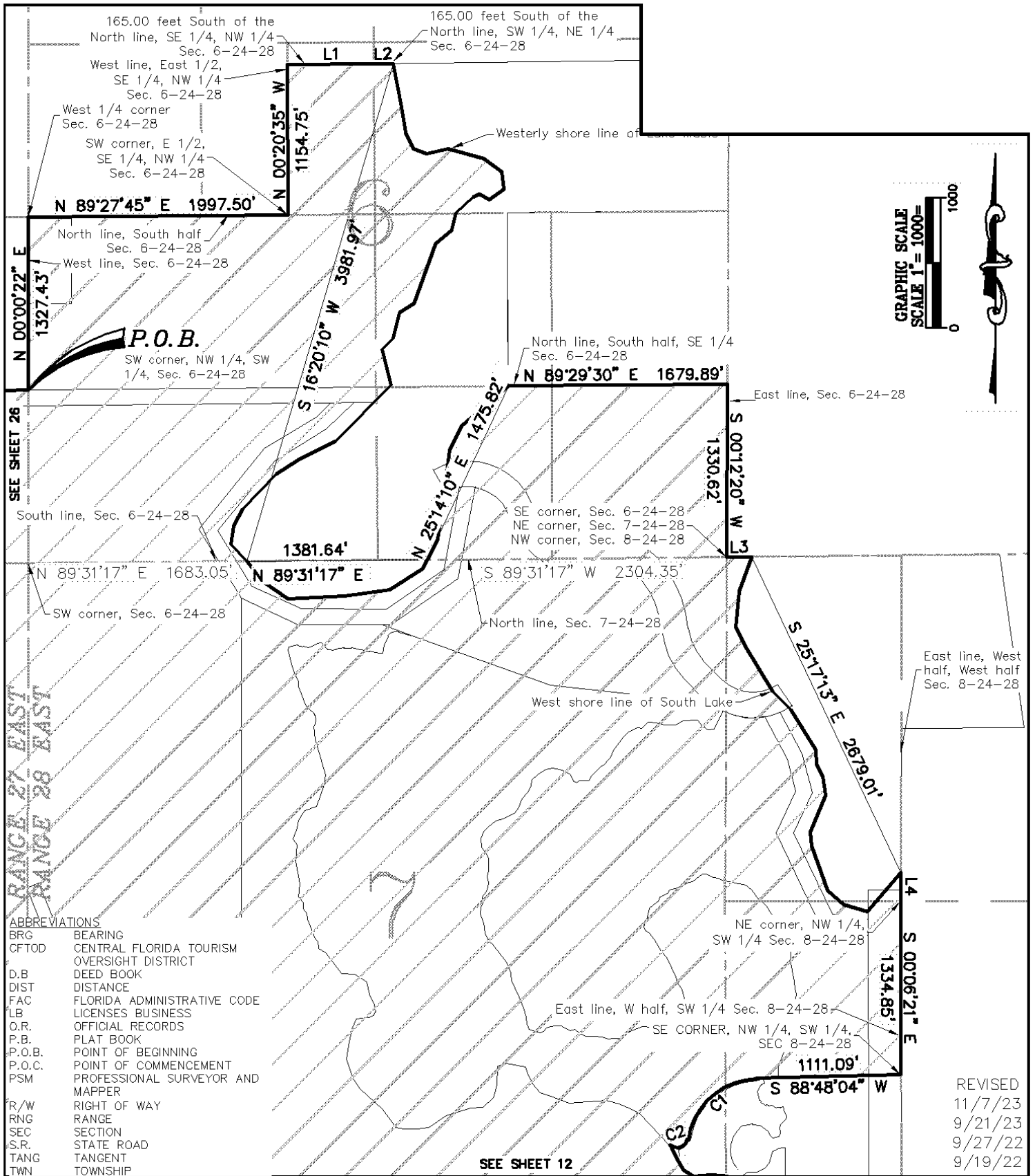


This document has been electronically signed using a digital signature in compliance with F.A.C. 5J-17.602(3). Printed copies of this document are not considered signed and the e-signature must be verified on any electronic copies. The seal appearing on this document was authorized by Jeff L. Green P.S.M. 5357.

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

- GENERAL NOTES:**
1. BEARINGS ARE BASED ON THE WEST LINE OF THE SW 1/4, OF SEC. 6, TWN 24 S, RNG 28 E AS BEING N 00°00'22" E
 2. THIS SKETCH IS **NOT A SURVEY**.
 3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
 4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
 5. SEE SHEETS 28 AND 29 FOR LINE AND CURVE TABLES.

 RCES REEDY CREEK ENERGY SERVICES	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	1" = 6000'
	SURVEY TYPE	DRAWN BY:
	SKETCH OF DESCRIPTION	JLG
	COMMENTS	FILENAME:
	SHEET 10 OF 29 SHEETS	10JG09096R4



RCES
REEDY CREEK ENERGY SERVICES

P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185

FILING AREA
WDW DISNEY OVERALL

PROJECT NAME
CFTOD WATER/WASTE WATER TERRITORY

SURVEY TYPE
SKETCH OF DESCRIPTION

COMMENTS
SHEET 11 OF 29 SHEETS

DATE:
4/5/22

SCALE
1" = 1000'

DRAWN BY:
JLG

FILENAME:
10JG09096R4

SEE SHEET 11

GRAPHIC SCALE
SCALE 1" = 400'400
0

ABBREVIATIONS

BRG	BEARING
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
D.B	DEED BOOK
DIST	DISTANCE
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
O.R.	OFFICIAL RECORDS
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
S.R.	STATE ROAD
TANG	TANGENT
TWN	TOWNSHIP

SEE SHEET 13

Northerly and Easterly boundary of
Tract R, Golden Oak Phase 1B,
Plat Book 75, Pages 3-15

REVISED
11/7/23
9/21/23
9/27/22
9/19/22

RCES
READY, CRACK, ENERGY SERVICES

P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185

FILING AREA
WDW DISNEY OVERALL

PROJECT NAME
CFTOD WATER/WASTE WATER TERRITORY

SURVEY TYPE
SKETCH OF DESCRIPTION

COMMENTS
SHEET 12 OF 29 SHEETS

DATE:
4/5/22

SCALE
1" = 400'

DRAWN BY:
JLG

FILENAME:
10JG09096R4

SEE SHEET 12

GRAPHIC SCALE
SCALE 1" = 400'

CFTOD CANAL L-105
O.R. 1896, PG 232

Easterly R/W line

Westerly R/W line

S 53°11'44" E 1498.58"

SEE SHEET 14

REVISED
11/7/23
9/21/23
9/27/22
9/19/22

ABBREVIATIONS

BRG	BEARING
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D.B	DEED BOOK
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O.R.	OFFICIAL RECORDS
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
S.R.	STATE ROAD
TANG	TANGENT
TWN	TOWNSHIP

BRG	BEARING
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P.O.C.	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
S.R.	STATE ROAD
TANG	TANGENT
TWN	TOWNSHIP

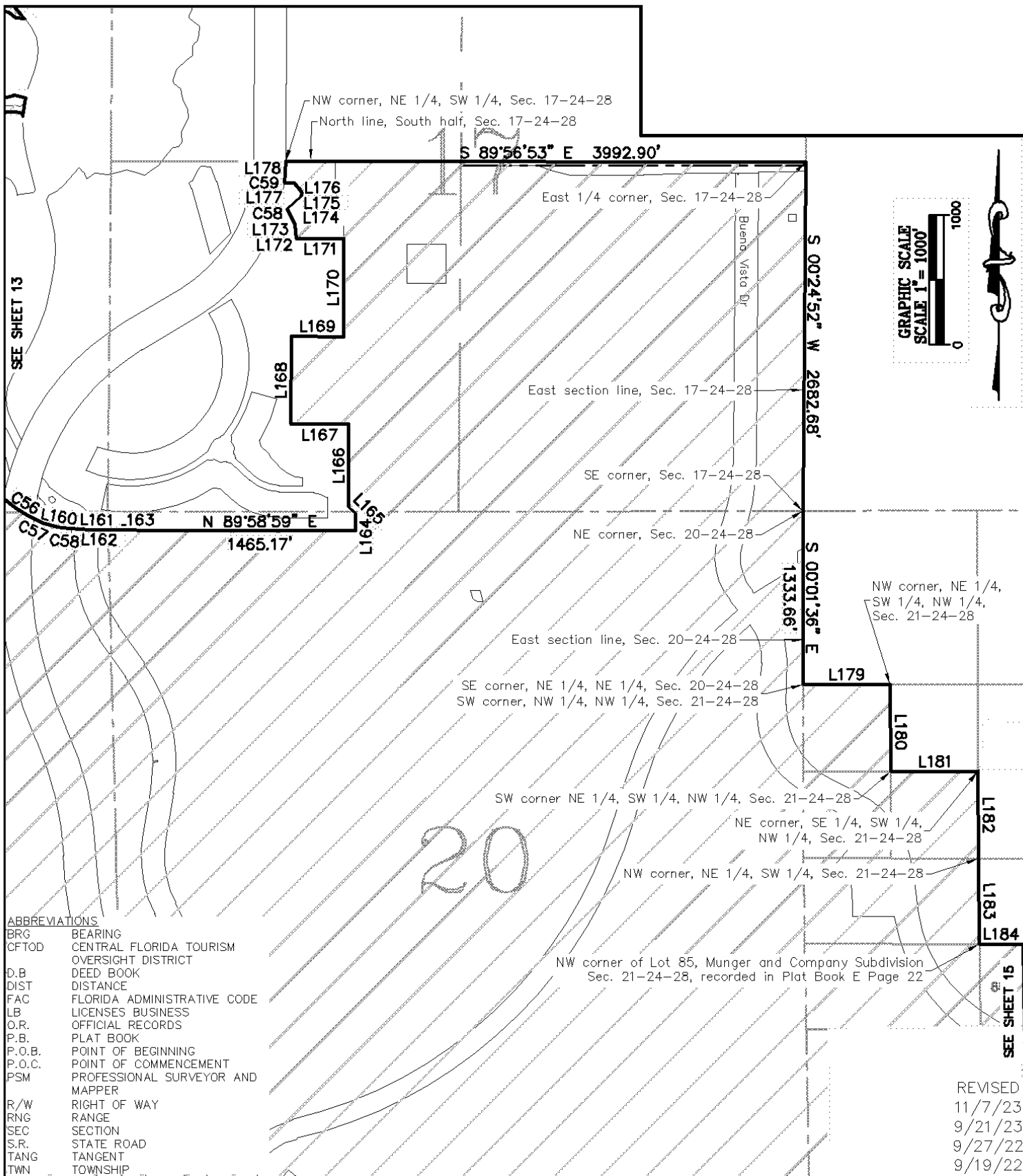
RCS
REEDY CREEK ENERGY SERVICES

P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185

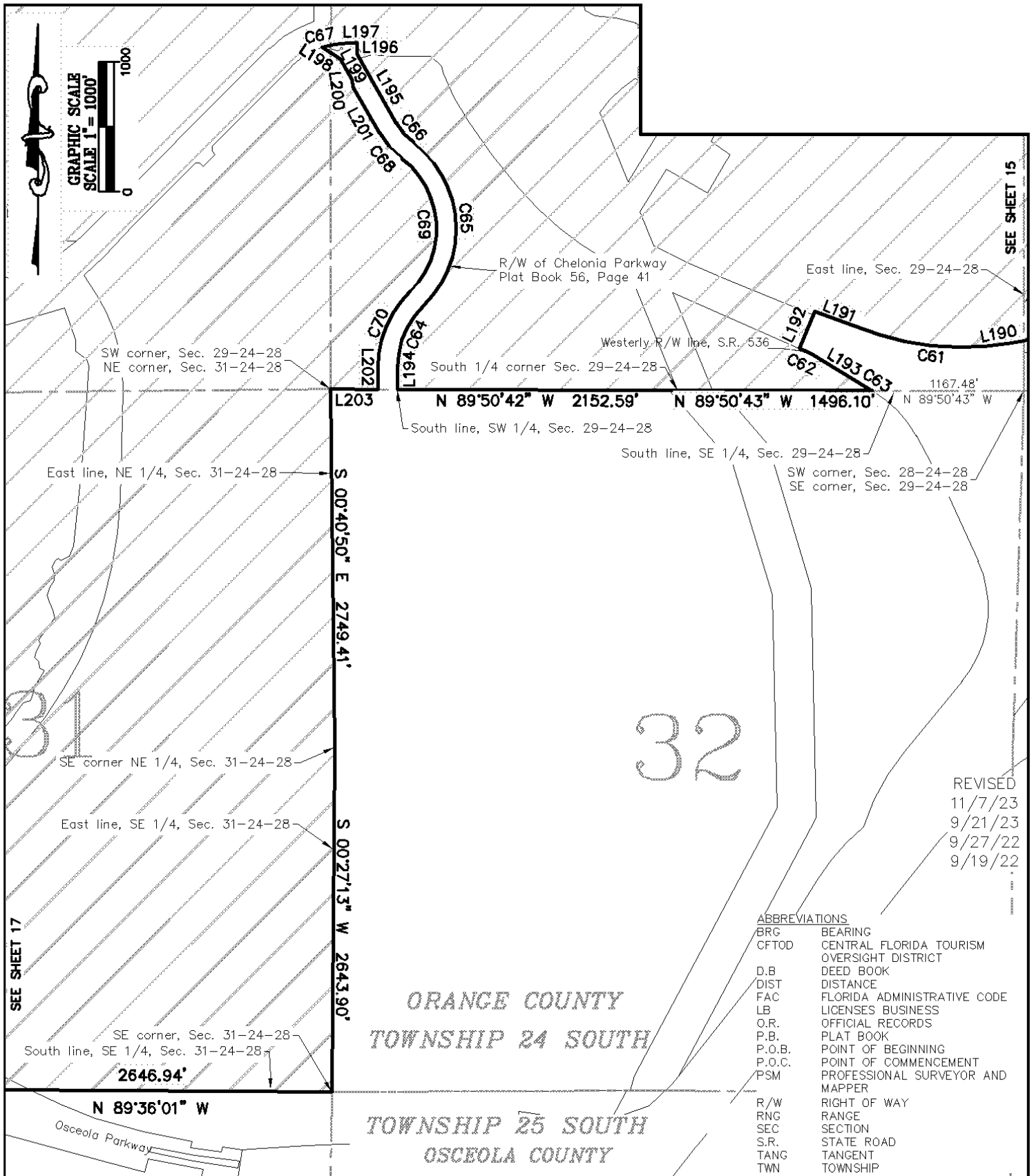
FILING AREA	WDW DISNEY OVERALL
PROJECT NAME	CFTOD WATER/WASTE WATER TERRITORY
SURVEY TYPE	SKETCH OF DESCRIPTION
COMMENTS	SHEET 13 OF 29 SHEETS

DATE:	4/5/22
SCALE	1" = 400'
DRAWN BY:	JLG
FILENAME:	10JG09096R4

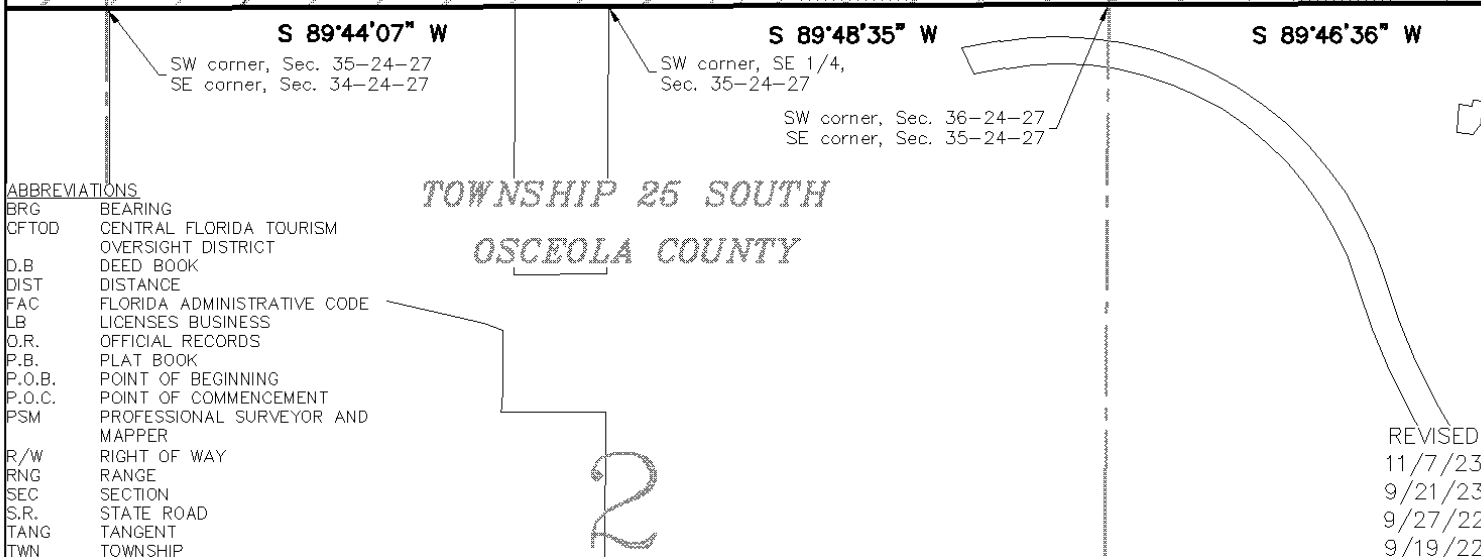
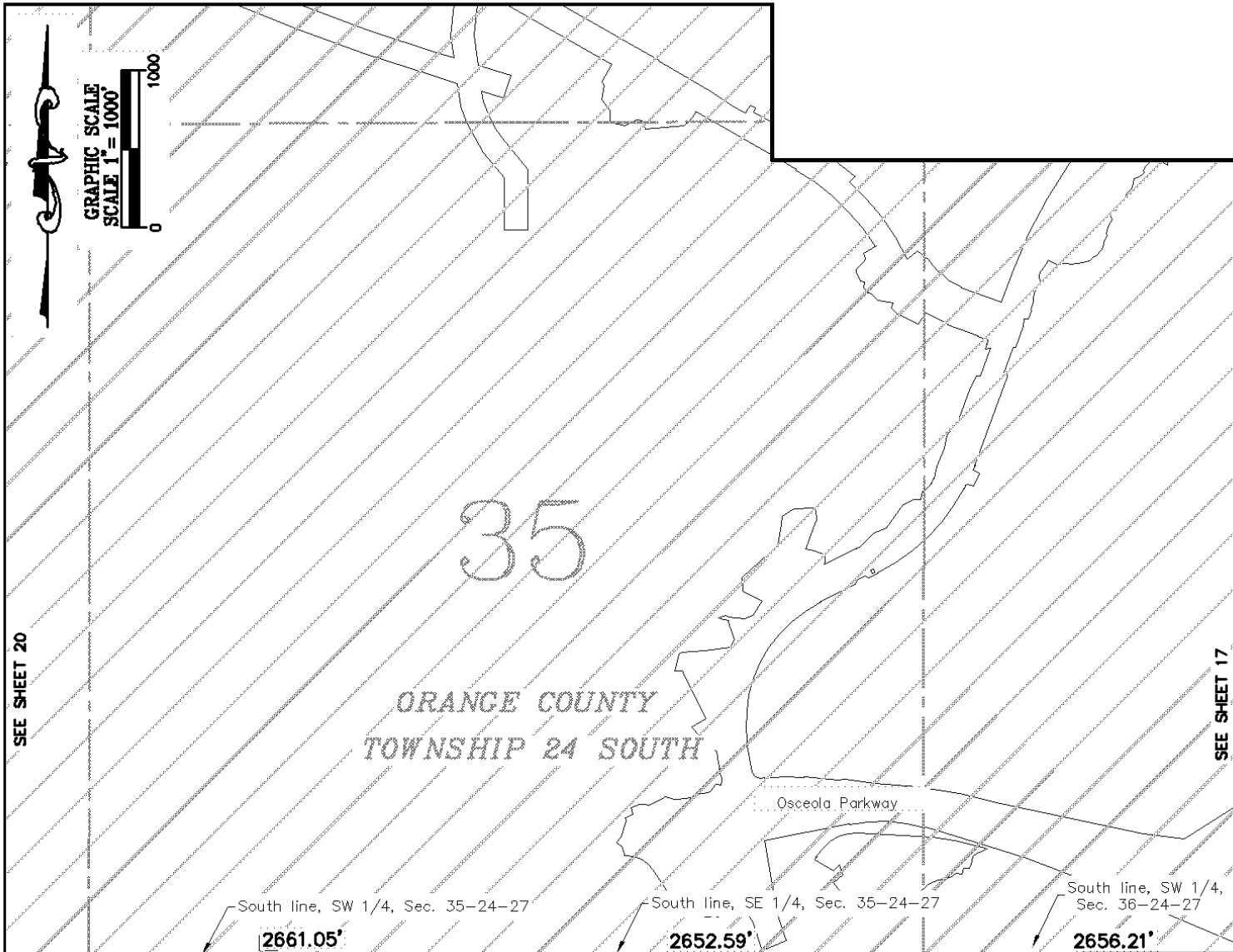
SEE SHEET 14



 P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-4185	FILING AREA WDW DISNEY OVERALL	DATE: 4/5/22
	PROJECT NAME CFTOD WATER/WASTE WATER TERRITORY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 14 OF 29 SHEETS	FILENAME: 10JG09096R4



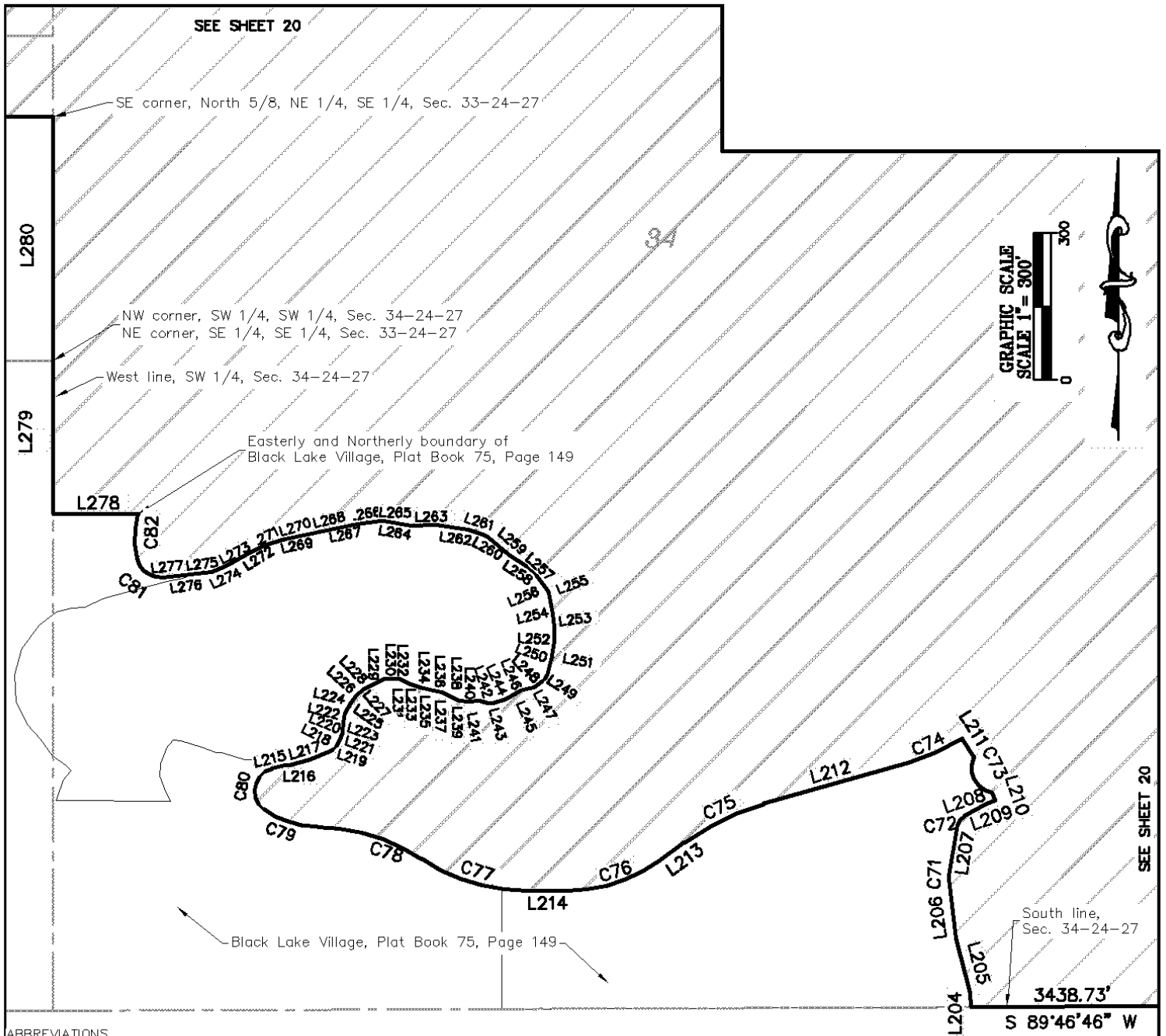
 RCES REDDY CREEK ENERGY SERVICES	FILING AREA WDW DISNEY OVERALL	DATE: 4/5/22
	PROJECT NAME CFTOD WATER/WASTE WATER TERRITORY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 16 OF 29 SHEETS	FILENAME: 10JG09096R4
	P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-4185	



ABBREVIATIONS	
BRG	BEARING
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
D.B.	DEED BOOK
DIST	DISTANCE
FAC	FLORIDA ADMINISTRATIVE CODE
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O.R.	OFFICIAL RECORDS
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
S.R.	STATE ROAD
TANG	TANGENT
TWN	TOWNSHIP

	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	1" = 1000'
	SURVEY TYPE	DRAWN BY:
SKETCH OF DESCRIPTION		JLG
COMMENTS		FILENAME:
SHEET 18 OF 29 SHEETS		10JG09096R4

P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185



ABBREVIATIONS

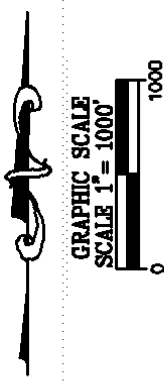
BRG	BEARING
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
D.B	DEED BOOK
DIST	DISTANCE
FAC	FLORIDA ADMINISTRATIVE CODE
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O.R.	OFFICIAL RECORDS
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
S.R.	STATE ROAD
TANG	TANGENT
TWN	TOWNSHIP

REVISED
11/7/23
9/21/23
9/27/22
9/19/22

 RCES REEDY CREEK ENERGY SERVICES	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	1" = 300'
	SURVEY TYPE	DRAWN BY:
	SKETCH OF DESCRIPTION	JLG
	COMMENTS	FILENAME:
	SHEET 19 OF 29 SHEETS	10JG09096R4

P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185

28



GRAPHIC SCALE
SCALE 1" = 1000'

SEE SHEET 21

N 00°01'11" W 3964.69'

West line, East 1/2,
Sec. 27-24-27

NW corner, Sec. 34-24-27

North line, NW 1/4, Sec. 34-24-27

N 89°53'53" E 2679.47'

West line, NW 1/4, Sec. 34-24-27

NE corner, NW 1/4, Sec. 34-24-27
SW corner, SE 1/4, Sec. 27-24-27

North line, SE 1/4, NE 1/4, Sec. 33-24-27
NW corner, SE 1/4,
NE 1/4, Sec. 33-24-27

S 89°55'44" E

1326.40'

NE corner, SE 1/4, NE 1/4, Sec. 33-24-27

West line, SE 1/4, NE 1/4, Sec. 33-24-27

N 00°00'25" E
1321.43'

NW corner, N. 5/8, NE 1/4,
SE 1/4, Sec. 33-24-27

West line, North 5/8, NE 1/4, SE 1/4, Sec. 33-24-27

South line, North 5/8, NE 1/4, SE 1/4, Sec. 33-24-27

1326.58'

SE corner, North 5/8, NE 1/4, SE 1/4, Sec. 33-24-27

N 89°47'57" W

SW corner, N. 5/8, NE 1/4,

ABBREVIATIONS

BRG	BEARING
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
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O.R.	OFFICIAL RECORDS
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
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TWN	TOWNSHIP

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11/7/23
9/21/23
9/27/22
9/19/22

NW corner, SW 1/4, SW 1/4, Sec. 34-24-27
NE corner, SE 1/4, SE 1/4, Sec. 33-24-27
West line, SW 1/4, Sec. 34-24-27

ORANGE COUNTY
TOWNSHIP 24 SOUTH

South line,
Sec. 34-24-27

3438.73'

S 89°46'46" W

TOWNSHIP 25 SOUTH

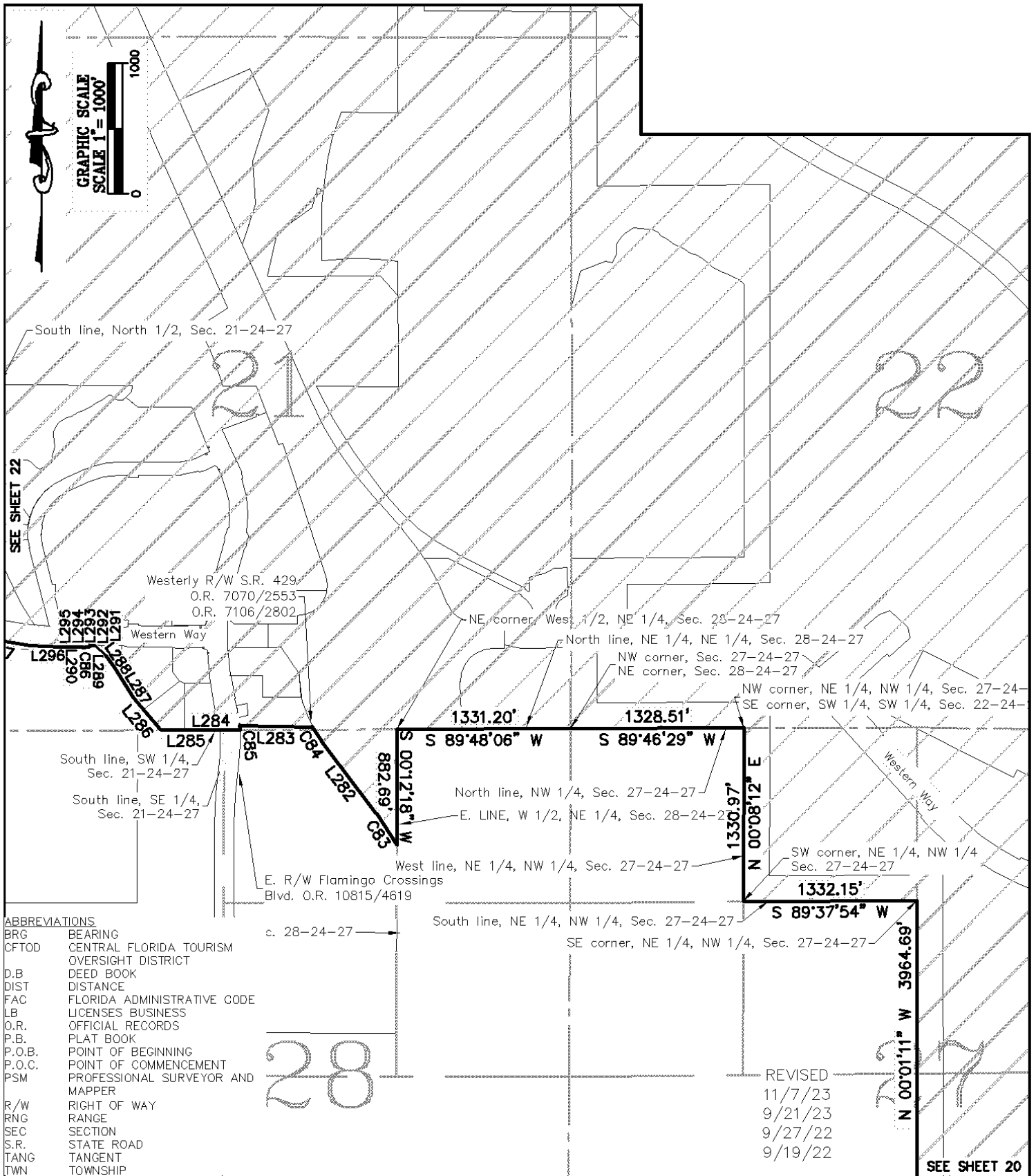
SEE SHEET 19
FOR THIS AREA

SEE SHEET 18



P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185

FILING AREA	WDW DISNEY OVERALL	DATE:	4/5/22
PROJECT NAME	CFTOD WATER/WASTE WATER TERRITORY	SCALE	1" = 1000'
SURVEY TYPE	SKETCH OF DESCRIPTION	DRAWN BY:	JLG
COMMENTS	SHEET 20 OF 29 SHEETS	FILENAME:	10JG09096R4



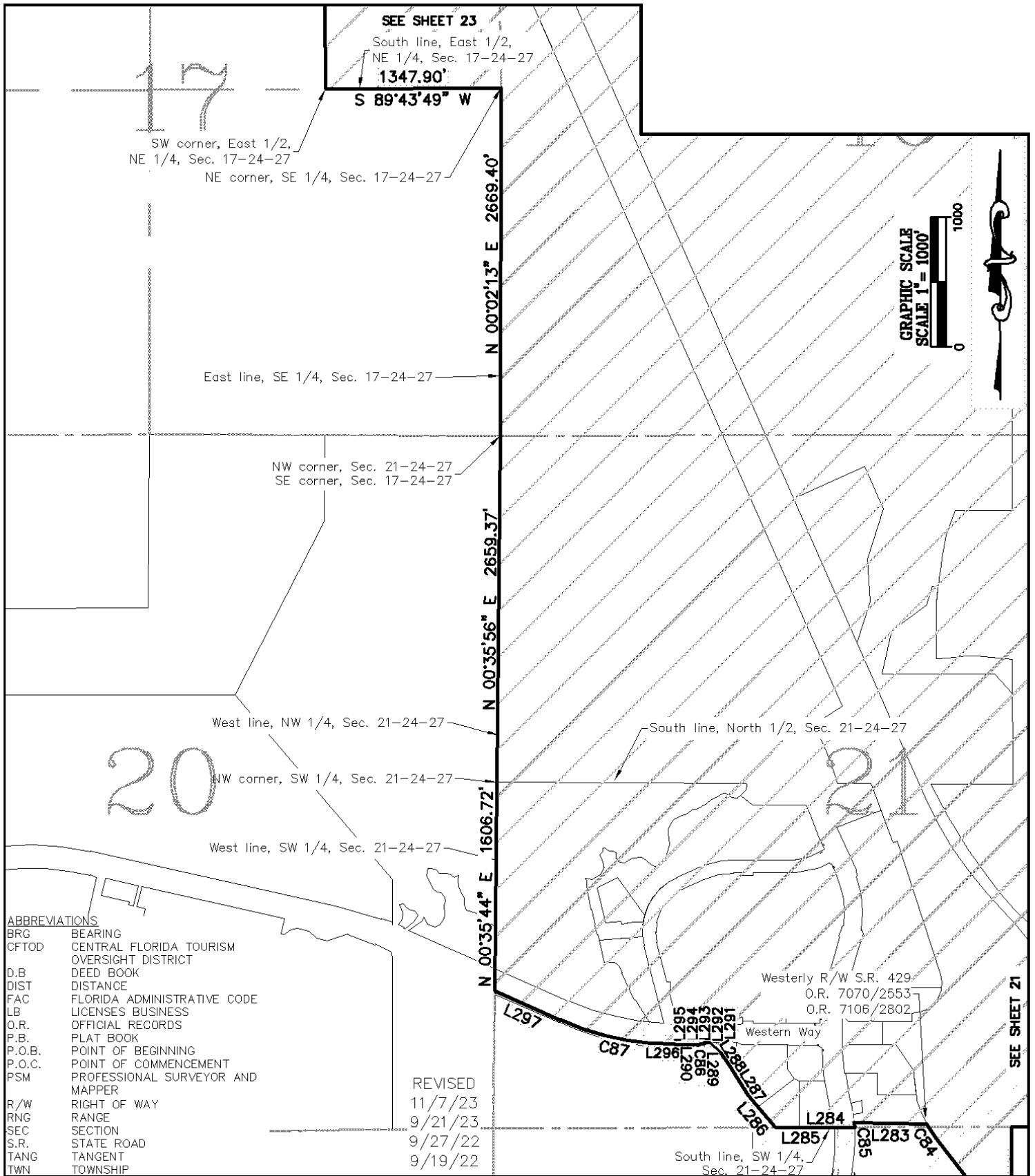
ABBREVIATIONS	
BRG	BEARING
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
D.B	DEED BOOK
DIST	DISTANCE
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
O.R.	OFFICIAL RECORDS
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
S.R.	STATE ROAD
TANG	TANGENT
TWN	TOWNSHIP

REVISED
11/7/23
9/21/23
9/27/22
9/19/22

SEE SHEET 20

	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	1" = 1000'
	SURVEY TYPE	DRAWN BY:
	SKETCH OF DESCRIPTION	JLG
	COMMENTS	FILENAME:
	SHEET 21 OF 29 SHEETS	10JG09096R4

P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185

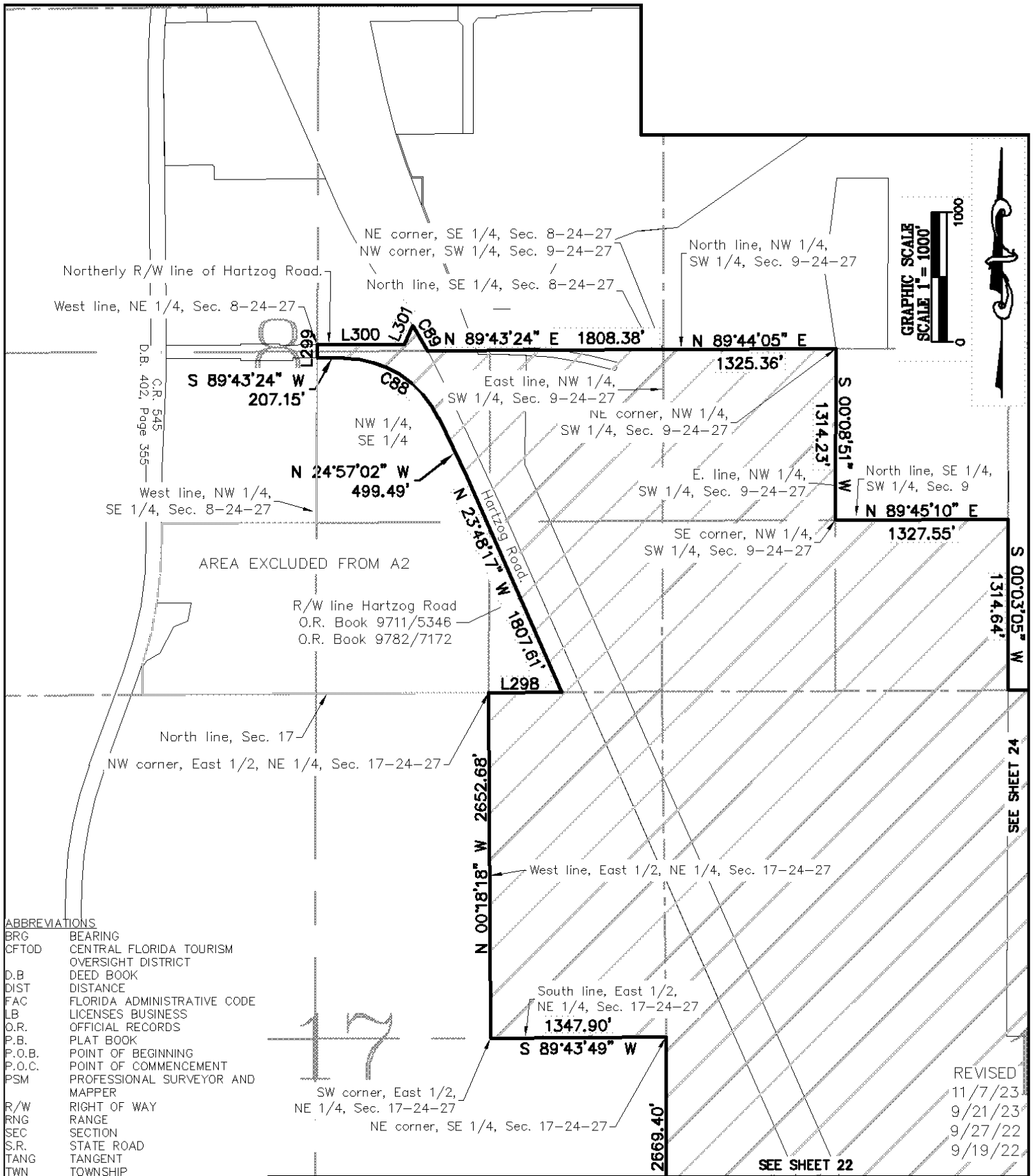


ABBREVIATIONS	
BRG	BEARING
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
D.B	DEED BOOK
DIST	DISTANCE
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
O.R.	OFFICIAL RECORDS
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
S.R.	STATE ROAD
TANG	TANGENT
TWN	TOWNSHIP

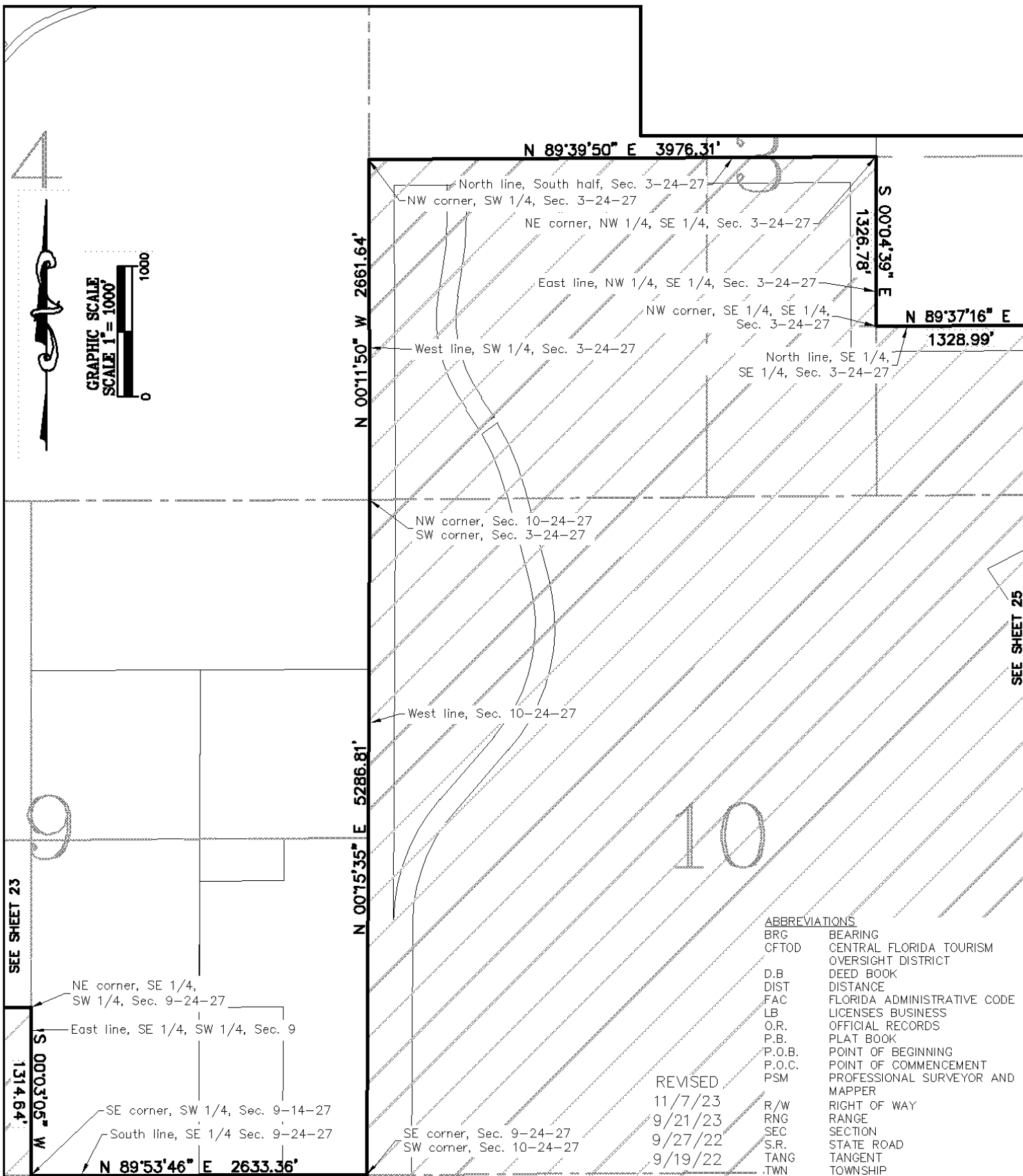
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11/7/23
9/21/23
9/27/22
9/19/22

	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	1" = 1000'
	SURVEY TYPE	DRAWN BY:
SKETCH OF DESCRIPTION		JLG
COMMENTS		FILENAME:
SHEET 22 OF 29 SHEETS		10JG09096R4

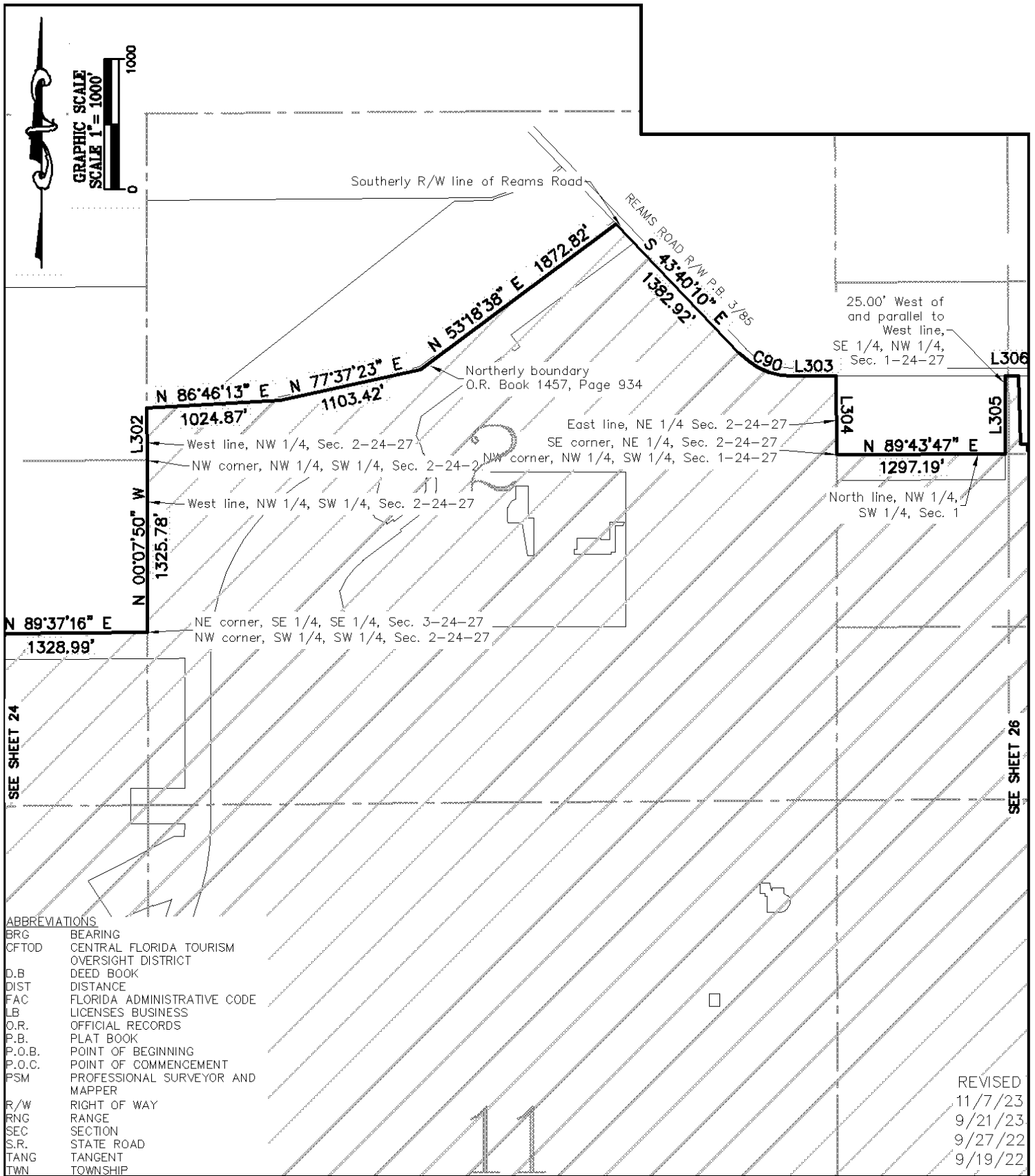
P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185



 RCES REDDY CREEK ENERGY SERVICES	FILING AREA WDW DISNEY OVERALL		DATE: 4/5/22
	PROJECT NAME CFTOD WATER/WASTE WATER TERRITORY		SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION		DRAWN BY: JLG
	COMMENTS SHEET 23 OF 29 SHEETS		FILENAME: 10JG09096R4



 P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-4185	FILING AREA WDW DISNEY OVERALL PROJECT NAME CFTOD WATER/WASTE WATER TERRITORY SURVEY TYPE SKETCH OF DESCRIPTION COMMENTS SHEET 24 OF 29 SHEETS	DATE: 4/5/22 SCALE 1" = 1000' DRAWN BY: JLG FILENAME: 10JG09096R4
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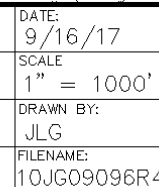
ABBREVIATIONS

BRG	BEARING
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
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R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
S.R.	STATE ROAD
TANG	TANGENT
TWN	TOWNSHIP

REVISED
11/7/23
9/21/23
9/27/22
9/19/22

 RCES REDDY CREEK ENERGY SERVICES	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	1" = 1000'
	SURVEY TYPE	DRAWN BY:
	SKETCH OF DESCRIPTION	JLG
	COMMENTS	FILENAME:
	SHEET 25 OF 29 SHEETS	10JG09096R4

P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	TANG.	BRG.
C1	545.08	81°15'08"	772.99		
C2	80.00	128°43'50"	179.74		
C3	425.00	23°29'59"	174.31		
C4	15.00	46°20'48"	12.13		
C5	425.00	16°33'54"	122.87		
C6	25.00	51°32'25"	22.49		
C7	25.00	40°55'45"	17.86		
C8	25.00	46°29'32"	20.29		
C9	75.00	30°06'13"	39.41		
C10	45.00	99°54'55"	78.47		
C11	250.00	55°31'16"	242.26		
C12	125.00	59°41'01"	130.21		
C13	676.49	29°43'07"	350.89	N 50°17'44" E	
C14	399.38	09°53'41"	68.97	N 79°13'56" E	
C15	137.63	14°21'49"	34.50		
C16	344.38	04°15'11"	25.56	S 86°02'20" E	
C17	132.00	26°04'01"	60.05		
C18	184.37	31°44'00"	102.11	S 49°44'21" E	
C19	679.36	08°51'48"	105.09		
C20	437.18	18°37'07"	142.06		
C21	395.25	18°13'39"	125.74		
C22	645.09	03°21'33"	37.82		
C23	223.65	59°02'33"	230.47		
C24	25.00	64°33'48"	28.17	S 49°58'05" E	
C25	25.00	25°14'16"	11.01		
C26	1010.00	07°58'42"	140.64	S 11°48'22" W	
C27	25.00	87°13'52"	38.06	N 03°49'41" E	
C28	221.37	29°07'38"	112.54		
C29	132.76	48°16'12"	111.85		
C30	234.18	14°51'36"	60.74	N 64°15'37" W	
C31	25.00	115°40'49"	50.48	S 17°50'29" E	
C32	25.00	54°17'13"	23.69		
C33	25.00	79°16'52"	34.59		
C34	25.00	41°16'24"	18.01		
C35	1505.50	37°08'46"	976.05	S 03°51'20" E	
C36	25.00	37°14'40"	16.25		
C37	25.00	46°40'29"	20.37		
C38	25.00	58°38'45"	25.59		
C39	25.00	84°46'10"	36.99		
C40	25.00	58°17'03"	25.43		
C41	7.86	78°20'37"	10.75	N 28°56'03" W	
C42	19.64	36°52'37"	12.64		
C43	3.95	74°25'35"	5.13		
C44	1080.42	20°21'16"	383.82	N 48°06'54" W	
C45	762.70	08°52'54"	118.23	S 63°58'49" W	
C46	160.82	19°16'01"	54.08		
C47	159.35	36°15'00"	100.82		
C48	158.03	21°54'44"	60.44		
C49	52.89	104°26'29"	96.41	S 75°27'00" W	
C50	1125.00	27°57'29"	548.95		
C51	492.00	26°59'13"	231.74		

CURVE	RADIUS	DELTA	LENGTH	TANG.	BRG.
C52	25.00	35°13'41"	15.37		
C53	25.00	46°18'35"	20.21		
C54	25.00	33°58'13"	14.82	S 21°14'14" W	
C55	1908.34	22°05'51"	736.00	S 75°17'36" E	
C56	950.92	14°29'06"	240.40		
C57	513.39	13°13'42"	118.53		
C58	1109.03	07°17'21"	141.09		
C59	15.00	52°09'22"	13.65		
C59	1396.50	06°53'10"	167.84	N 07°09'56" E	
C60	1809.86	37°23'06"	1180.92	S 42°29'42" W	
C61	2191.83	32°28'09"	1242.10		
C62	11402.16	00°29'43"	98.56	S 65°33'17" E	
C63	900.00	02°31'40"	39.70		
C64	675.00	45°40'47"	538.15		
C65	825.00	98°34'08"	1419.29		
C66	500.84	22°53'21"	200.08		
C67	611.16	19°01'18"	202.90		
C68	650.84	22°53'21"	260.00		
C69	675.00	98°34'08"	1161.24		
C70	825.00	45°40'47"	657.74		
C71	25.00	16°36'26"	7.25		
C72	25.00	51°24'11"	22.43		
C73	50.00	106°48'50"	93.21	N 80°45'36" W	
C74	436.00	15°56'47"	121.35	S 58°12'21" W	
C75	514.00	20°05'00"	180.17		
C76	315.00	35°55'53"	197.54		
C77	381.00	34°07'58"	226.97		
C78	384.88	34°00'28"	228.44		
C79	185.00	35°39'45"	115.15		
C80	47.00	130°32'06"	107.08		
C81	50.00	83°36'01"	72.95		
C82	188.00	27°45'45"	91.10		
C83	2204.09	07°27'37"	286.99	N 29°38'58" W	
C84	770.43	09°59'15"	134.30	N 39°00'55" W	
C85	1010.00	01°59'18"	35.05	S 05°40'55" E	
C86	934.00	01°05'30"	17.79		
C87	2158.53	24°05'38"	907.70		
C88	802.00	65°19'49"	914.46		
C89	2750.09	04°43'07"	226.49	S 33°16'29" E	
C90	546.86	46°21'00"	442.39		
C91	60.00	118°45'23"	124.36	S 46°06'36" W	

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	N 89°38'50" E	663.64	L10	N 85°59'29" E	134.58	L19	S 01°59'29" E	106.28
L2	N 89°11'34" E	148.62	L11	S 43°56'36" W	91.06	L20	S 24°42'46" W	241.59
L3	N 89°21'03" E	191.58	L12	S 64°40'37" W	105.25	L21	S 36°55'50" W	126.64
L4	S 00°13'59" W	221.07	L13	S 40°45'32" W	117.42	L22	S 24°03'44" W	71.01
L5	S 43°40'59" E	16.92	L14	S 13°26'04" W	97.39	L23	S 64°59'30" W	91.68
L6	S 34°38'41" E	8.13	L15	S 42°14'20" W	133.97	L24	N 68°30'58" W	131.37
L7	S 25°16'40" E	86.79	L16	S 68°59'11" W	89.71	L25	N 34°57'28" W	145.43
L8	S 28°57'56" E	106.03	L17	S 28°50'44" W	77.77	L26	N 10°44'04" W	144.09
L9	S 58°01'53" E	87.73	L18	S 14°52'47" W	88.32	L27	N 10°34'18" E	129.55

CONTINUED ON SHEET 29

 RCES REEDY CREEK ENERGY SERVICES	FILING AREA WDW DISNEY OVERALL	DATE: 4/5/22
	PROJECT NAME CFOD WATER/WASTE WATER TERRITORY	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 28 OF 29 SHEETS	FILENAME: 10JG09096R4

P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-4185

TANGENT TABLE
CONTINUED FROM SHEET 28

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L28	N 44°03'35" E	129.67	L102	N 87°15'41" W	130.57	L176	N 40°40'48" W	82.81	L249	N 29°59'26" E	8.68
L29	N 86°35'32" E	100.03	L103	N 63°21'34" W	33.90	L177	N 90°00'00" W	73.87	L250	N 13°42'55" E	39.82
L30	N 62°48'18" E	100.08	L104	N 81°08'52" W	154.09	L178	N 00°16'44" E	0.50	L251	N 10°06'24" E	32.03
L31	N 58°16'14" E	95.99	L105	N 39°33'00" W	38.53	L179	N 89°57'37" E	670.11	L252	N 01°43'31" W	29.22
L32	N 15°01'47" E	86.03	L106	N 28°54'14" W	86.79	L180	S 00°08'32" E	668.06	L253	N 05°37'39" W	26.82
L33	N 14°30'32" W	104.94	L107	N 28°30'43" W	101.63	L181	S 89°55'30" E	671.45	L254	N 12°01'53" W	42.36
L34	N 03°06'23" W	111.09	L108	N 32°36'46" W	77.00	L182	S 00°15'27" E	669.41	L255	N 21°06'43" W	7.72
L35	N 07°32'42" E	68.01	L109	N 39°30'36" W	98.30	L183	S 00°44'42" E	656.38	L256	N 36°50'10" W	37.65
L36	N 15°14'13" W	80.67	L110	N 02°15'56" W	56.50	L184	S 89°51'01" E	335.66	L257	N 47°37'33" W	25.00
L37	N 87°12'48" W	40.11	L111	N 39°36'59" W	135.27	L185	S 00°40'49" E	656.31	L258	N 56°19'26" W	44.83
L38	S 77°42'57" W	84.88	L112	N 85°04'00" W	67.65	L186	S 00°29'10" E	655.63	L259	N 49°30'53" W	55.06
L39	S 74°44'47" W	66.79	L113	N 38°23'30" W	64.62	L187	N 89°20'56" E	666.99	L260	N 59°47'57" W	8.89
L40	S 35°20'27" W	90.33	L114	N 64°16'04" W	16.33	L188	N 00°21'22" W	652.39	L261	N 72°21'36" W	36.00
L41	S 22°58'13" W	87.94	L115	N 05°37'20" W	20.54	L190	S 79°52'53" W	95.47	L262	N 82°08'10" W	65.71
L42	S 20°05'22" W	168.18	L116	N 44°31'28" W	62.56	L191	N 69°59'50" W	311.61	L263	S 89°42'01" W	51.60
L43	S 65°39'23" W	108.46	L117	S 23°42'54" W	95.95	L192	S 23°29'47" W	304.91	L264	N 80°08'53" W	56.11
L44	N 79°02'16" W	146.86	L118	N 71°30'56" W	65.59	L193	S 58°56'26" E	509.41	L265	N 89°26'00" W	8.09
L45	S 44°41'24" W	85.24	L119	N 67°45'46" W	71.42	L194	N 00°00'00" E	163.29	L266	S 81°14'14" W	46.34
L46	S 66°58'59" W	80.82	L120	N 47°09'12" W	129.61	L195	N 30°00'00" W	607.96	L267	S 78°42'25" W	40.49
L47	N 89°03'00" W	96.88	L121	N 28°09'10" W	67.04	L196	N 00°00'00" E	86.60	L268	S 77°43'02" W	63.74
L48	S 84°18'13" W	51.79	L122	N 30°07'52" E	66.18	L197	N 90°00'00" W	67.60	L269	S 79°09'43" W	47.65
L49	S 77°56'53" W	116.91	L123	N 41°27'39" E	82.62	L198	S 57°06'40" E	167.71	L270	S 72°48'44" W	44.03
L50	S 70°14'00" W	84.26	L124	N 28°03'16" E	61.53	L199	S 30°00'00" E	180.00	L271	S 63°14'34" W	42.60
L51	N 63°52'48" W	163.26	L125	N 21°03'09" W	47.93	L200	S 06°15'02" E	54.63	L272	S 57°48'39" W	28.70
L52	N 71°49'57" W	91.32	L126	N 17°13'11" W	99.26	L201	S 30°00'00" E	408.17	L273	S 64°21'00" W	20.44
L53	N 56°38'48" W	106.72	L127	N 00°32'57" E	48.45	L202	S 00°00'00" E	162.89	L274	S 67°06'48" W	29.21
L54	N 37°38'37" W	96.72	L128	N 12°21'10" E	151.79	L203	N 89°50'42" W	360.99	L275	S 83°28'20" W	29.99
L55	N 69°48'38" W	85.22	L129	N 23°46'35" E	109.94	L204	N 00°13'59" W	29.01	L276	S 83°04'31" W	27.06
L56	N 85°15'14" W	95.72	L130	N 39°26'51" E	91.52	L205	N 14°42'28" W	114.62	L277	S 84°19'19" W	42.81
L57	N 76°56'11" W	104.56	L131	N 17°00'45" E	45.16	L206	N 06°53'49" W	123.97	L278	S 89°52'10" W	174.16
L58	S 28°55'14" W	152.43	L132	N 34°56'26" W	27.03	L207	N 09°42'37" E	104.21	L279	N 00°00'19" E	313.89
L59	S 13°45'44" E	47.73	L133	N 26°29'23" W	104.81	L208	N 61°06'48" E	53.88	L280	N 00°00'19" E	498.35
L60	S 28°03'11" E	95.35	L134	S 48°40'54" W	30.14	L209	N 71°34'02" E	17.56	L281	N 00°00'31" E	835.26
L61	S 31°37'50" W	165.37	L135	S 38°34'51" E	13.88	L210	N 18°25'51" W	18.21	L282	N 37°06'36" W	690.17
L62	S 51°01'41" E	83.54	L136	S 51°58'30" W	145.54	L211	N 31°47'40" W	44.69	L283	N 88°43'15" W	555.85
L63	S 35°59'30" E	246.14	L137	N 37°57'09" W	16.70	L212	S 74°09'08" W	308.68	L284	S 89°48'06" W	125.95
L64	S 55°37'13" E	316.45	L138	N 37°56'18" W	17.87	L213	S 54°04'10" W	67.69	L285	S 89°49'36" W	483.70
L65	S 68°44'46" E	336.44	L139	N 30°54'21" W	193.79	L214	N 89°59'58" W	83.84	L286	N 40°17'32" W	323.52
L66	S 03°57'40" W	60.74	L140	S 55°05'55" W	58.77	L215	N 76°19'21" E	28.14	L287	N 32°21'38" W	271.63
L67	N 82°18'14" W	71.09	L141	S 72°04'54" W	26.78	L216	S 89°22'47" E	9.24	L288	N 34°30'31" W	120.76
L68	N 51°44'44" W	65.78	L142	N 00°06'31" W	54.31	L217	N 75°08'23" E	42.15	L289	N 46°26'37" W	108.80
L69	N 80°24'25" W	90.39	L143	N 74°49'42" W	43.41	L218	N 66°44'45" E	45.92	L290	S 89°49'14" W	28.71
L70	S 48°32'46" W	80.93	L144	S 44°47'41" W	145.43	L219	N 58°10'56" E	7.13	L291	S 00°10'31" E	11.26
L71	S 22°55'38" W	113.12	L145	S 45°05'06" E	18.68	L220	N 40°00'00" E	8.68	L292	S 89°49'29" W	28.35
L72	S 27°19'16" E	55.45	L146	S 03°14'02" W	84.66	L221	N 28°21'12" E	21.50	L293	S 04°02'58" E	4.66
L73	S 18°40'56" W	159.75	L147	S 05°12'38" E	58.35	L222	N 19°11'06" E	7.97	L294	S 86°05'06" W	22.85
L74	S 10°48'30" W	160.42	L148	S 33°10'07" E	163.59	L223	N 05°44'49" E	22.07	L295	N 03°54'54" W	6.14
L75	N 65°28'07" E	122.36	L149	N 86°26'26" E	126.87	L224	N 09°37'03" E	18.85	L296	S 89°49'29" W	173.97
L76	N 76°27'23" E	76.59	L150	N 76°15'46" E	63.89	L225	N 28°18'59" E	25.32	L297	N 66°04'53" W	548.81
L77	S 78°11'38" E	85.68	L151	S 64°36'17" E	118.17	L226	N 39°33'24" E	18.56	L298	N 89°39'31" E	559.27
L78	N 83°24'11" W	42.54	L152	S 52°36'40" E	63.05	L227	N 51°48'12" E	17.01	L299	N 00°14'57" E	100.00
L79	S 24°23'32" E	34.06	L153	S 45°16'16" E	127.88	L228	N 53°20'03" E	12.93	L300	N 89°43'25" E	671.30
L80	S 18°04'39" E	78.70	L154	S 10°02'35" E	93.01	L229	N 67°23'56" E	18.89	L301	N 23°57'49" E	158.82
L81	N 82°09'40" W	26.47	L155	S 36°16'00" W	28.53	L230	N 61°31'34" E	16.11	L302	N 00°07'43" W	400.13
L82	S 26°43'01" W	107.99	L156	S 20°23'46" W	184.90	L231	N 85°31'20" E	16.65	L303	N 89°58'50" E	341.61
L83	S 13°53'13" W	84.71	L157	S 25°05'40" W	31.33	L232	S 84°27'04" E	14.79	L304	S 00°19'24" E	603.75
L84	S 20°06'37" W	86.21	L158	S 55°12'27" W	19.76	L233	S 66°07'30" E	25.25	L305	N 00°12'21" W	598.76
L85	S 22°42'17" W	90.27	L159	S 18°42'59" W	22.23	L234	S 70°01'08" E	21.22	L306	N 89°56'46" E	100.00
L86	S 48°33'38" W	93.96	L160	S 80°54'32" E	34.76	L235	S 76°11'40" E	28.29	L307	S 02°04'12" E	523.43
L87	S 51°48'05" W	58.47	L161	S 88°11'54" E	77.05	L236	S 81°04'45" E	15.99	L308	N 89°43'40" E	52.00
L88	S 70°41'52" W	98.39	L162	S 89°29'03" E	140.11	L237	S 63°15'14" E	32.58	L309	S 00°12'21" E	49.00
L89	S 75°48'30" W	82.70	L163	S 89°29'03" E	433.68	L238	S 71°35'23" E	7.28	L310	N 89°43'41" E	229.00
L90	N 82°22'12" W	18.57	L164	N 00°00'00" E	131.18	L239	S 83°45'15" E	20.77	L311	S 00°12'25" E	26.23
L91	S 59°48'12" W	61.99	L165	N 45°00'00" W	71.68	L240	N 86°06'18" E	21.64	L312	S 00°05'18" E	420.00
L92	S 23°48'42" W	31.41	L166	N 00°00'00" E	633.08	L241	S 75°49'09" E	17.31	L313	S 00°32'47" W	15.00
L93	S 21°34'58" E	112.96	L167	N 89°59'00" W	445.76	L242	S 87°55'16" E	10.48	L314	S 04°05'32" E	150.49
L94	S 25°04'56" E	80.36	L168	N 00°27'46" E	673.19	L243	N 72°43'50" E	26.75	L315	N 00°32'47" E	150.00
L95	S 06°58'19" E	51.79	L169	S 89°58'17" E	398.81	L244	N 60°42'21" E	36.44			
L96	S 47°18'54" W	37.10	L170	N 00°00'00" E	753.74	L245	N 77°16'53" E	19.62			
L97	S 03°48'45" E	24.29	L171	N 90°00'00" W	362.43	L246	N 68°37'24" E	7.52			
L98	S 75°28'07" W	70.19	L172	N 05°16'59" W	106.23	L247	N 57°06'15" E	21.62			
L99	N 63°15'30" W	63.09	L173	N 26°33'54" W	135.35	L248	N 48°30'29" E	7.40			
L100	S 41°00'06" E	193.39	L174	N 47°32'44" E	146.69						
L101	S 48°59'54" W	100.00	L175	N 11°28'34" E	24.04						

 P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-4185	FILING AREA	DATE:
	WDW DISNEY OVERALL	4/5/22
	PROJECT NAME	SCALE
	CFTOD WATER/WASTE WATER TERRITORY	
	SURVEY TYPE	DRAWN BY:
SKETCH OF DESCRIPTION	JLG	
COMMENTS	FILENAME:	
SHEET 29 OF 29 SHEETS	10JG09096R4	

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.3

Meeting Date	
January 24, 2024	
Agenda Item Name	
Proclamation for American Cancer Society	
Requested Action	
Approval of Proclamation for American Cancer Society	
Staff Report	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
1. Proclamation for American Cancer Society Relay for life	

Proclamation

WHEREAS, the American Cancer Society is the nationwide, community-based, voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer through research, education, advocacy and service; and

WHEREAS, the lives of many of the citizens of Central Florida have been touched by cancer and thus they have been drawn to support the continuing research that will find a cure for the disease; and

WHEREAS, Relay for Life is a community-wide event that generates support for families who have suffered the death of a loved one because of cancer; and

WHEREAS, the Survivors' Walk during the Relay for Life event celebrates with those who are living with cancer and offers them hope for continued health; and

WHEREAS, the Luminaria Ceremony honors the memory of loved ones who have died of cancer as well as those who are cancer survivors.

NOW, THEREFORE, I, Martin Garcia as Chairman of and on behalf of the Board of Supervisors of the Central Florida Tourism Oversight District do hereby proclaim our support for the Relay for Life event held on January 6th, 2024 and desire that the citizens of Central Florida support this event with great enthusiasm so that a cure for cancer can be found for Everyone, Everywhere.

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

ADOPTED this 24th day of January 2024.

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 7.2

Page 1 of 1

Meeting Date	
January 24, 2024	
Agenda Item Name	
Semi-Annual Report of Easements	
Requested Action	
Informational Item Only	
Staff Report	
The Semi-Annual Report of Easements executed by the District Administrator as required by Resolution No. 565 for the period of August – December 2023. A copy of the itemized log and easements are provided.	
Additional Analysis	
N/A	
Fiscal Impact Summary	
N/A	
Exhibits Attached	
Easement Log and Easements	

**EASEMENTS EXECUTED AND DELIVERED BY THE DISTRICT ADMINISTRATOR OR
DEPUTY DISTRICT ADMINISTRATOR
AS AUTHORIZED BY RESOLUTION NUMBER 565**

LOG #42 – August through December 2023

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
8/25/2023	From Walt Disney Parks and Resorts U.S., Inc. to CFTOD	Non-Exclusive Temporary Easement Agreement	TCE to CFTOD for Contractor parking and laydown near S-101. For the purpose of: (i) performing incidental work related to the repair of canal erosion, including, but not limited to, contractor parking and laydown, tree trimming and landscape removal/reinstallment to allow equipment access to the canal and water control structure and temporary sign removal/reinstallation. Restoration of any accidental damage, as documented from pre-construction photographs, due to Contractor’s use of Easement Area (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.
12/4/2023	From Walt Disney Parks and Resorts U.S., Inc. to CFTOD	Non-Exclusive Temporary Easement Agreement	TCE to CFTOD for Landscaping at the Epcot Resorts Blvd West Bridge. For the purpose of: (i) performing incidental work related to the installation and repair irrigation systems and landscaping replacement, including, but not limited to, equipment access for contractor parking and laydown (the “Work”); and, in

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
			connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“Temporary Easement Agreement”) is made as of the Effective Date (as hereinafter defined) by and between **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate (“Grantor”), and the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f.k.a. Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“Grantee”).

W I T N E S S E T H:

WHEREAS, Grantor is the fee owner of certain real property located in Orange County, Florida (the “Property”); and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Easement Area”), for the purpose of: (i) performing incidental work related to the repair of canal erosion, including, but not limited to, contactor parking and laydown, tree trimming and landscape removal/replacement to allow equipment access to the canal and water control structure, and temporary sign removal/reinstallation. Restoration of any accidental damage, as documented from pre-construction photographs, due to Contractor’s use of Easement Area (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the “permitted use”); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement on, over, under and across the portions of the Easement Area where the Work is located, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “Easement”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on **March 31, 2024** (the “Termination Date”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee’s access to the Easement Area and/or for ingress and egress across the Property is

subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Work to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantor's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Work is to be relocated. Grantee (at Grantor's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Work. If any or all of the Easement Area or the Work is to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantor's sole cost and expense) promptly remove the Work, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. **Covenants of Grantee.** Grantee, for itself, its permitted successors, assigns, grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in

the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area;

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "**Laws**"), and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Easement Area. Grantee shall not, by any act or omission, render the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Work, at its sole cost and expense, and in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities, if any, if permitted hereunder by Grantor (and of the Easement Area, if requested by Grantor) in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, invitees, successors, or assigns. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Work;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest

allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantee, for and on behalf of itself and its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall, to the extent allowed by law, hereby release, indemnify, defend, and hold harmless Grantor from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Grantor in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its successors, assigns, employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's successors, assigns, employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Grantor in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the parties to this Temporary Easement Agreement. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination. For the purposes of this Paragraph 8, Grantor shall be defined as the Grantor in the preamble to this Temporary Easement Agreement and its affiliates.

b) If Grantor becomes subject to any claim as to which Grantee is obligated to indemnify such Grantor as aforesaid:

i) Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor without any obligation on the part of Grantor to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of Grantor pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any

contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's willful misconduct).

8. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

9. **No Warranty; Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

10. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor:	Walt Disney Parks and Resorts U.S., Inc. 1375 Buena Vista Drive, Post Office Box 10000 Lake Buena Vista, Florida 32830 Attn: Chief Counsel – Legal Department
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If to Grantee:	Central Florida Tourism Oversight District f/k/a Reedy Creek Improvement District 1900 Hotel Plaza Boulevard, P.O. Box 10170 Lake Buena Vista, Florida 32830-0170 Attn: District Administrator Facsimile: (407) 934-6200
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With a copy to:	Central Florida Tourism Oversight District f/k/a Reedy Creek Improvement District 1900 Hotel Plaza Boulevard, P.O. Box 10170 Lake Buena Vista, Florida 32830-0170 Attn: Legal Counsel Facsimile: (407) 828-4311
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11. **Counterparts.** This Temporary Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

12. **Governing Law.** This Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

13. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the 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 for any matters arising under this Agreement.

14. **Binding Obligations.** This Temporary Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assigns.

15. **Construction of Agreement.** This Temporary Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Temporary Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Temporary Easement Agreement or considered in construing this Temporary Easement Agreement.

16. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute, or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

17. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

18. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES
APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Temporary Easement Agreement, as indicated below (the "Effective Date").

WITNESSES TO GRANTOR:


(Signature)
LOWELL FLATFORD (Print Name)

Eileen Barth (Signature)
Eileen BARTH (Print Name)

WALT DISNEY PARKS & RESORTS U.S., INC.,
a Florida corporation

By:  (Signature)

Sean Roberts (Print Name)

Its: VP (Title)

Dated: 8/22/23

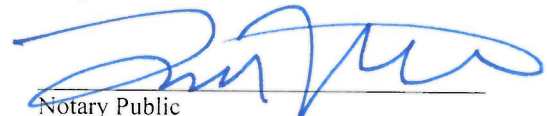
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of AUGUST, 2023, by SEAN ROBERTS, as VICE PRESIDENT of WALT DISNEY PARKS AND RESORTS U.S., INC., A FLORIDA CORPORATION of the State of Florida, on behalf of the company. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



Lowell Flatford
Notary Public
State of Florida
Comm# HH057994
Expires 10/28/2024


Notary Public
LOWELL FLATFORD
Name typed, printed or stamped
My Commission Expires: 10/28/24

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT f/k/a Reedy Creek Improvement District,**
a public corporation

Ronald G Haas (Signature)

Ronald G Haas (Print Name)

Sherry Desorcy (Signature)

Sherry Desorcy (Print Name)

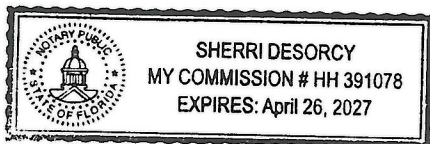
By: [Signature] (Signature)
Glenton Gilzean, Jr., District Administrator

Dated: Aug 25, 2023

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of August, 2023, by **Glenton Gilzean, Jr.**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Sherry Desorcy
Name typed, printed or stamped
My Commission Expires: 4/26/27

EXHIBIT "A"

Description of Temporary Easement Area

EXHIBIT "A"
Description of Temporary Easement Area (1 of 2)

DESCRIPTION

A parcel of land lying in Section 29, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

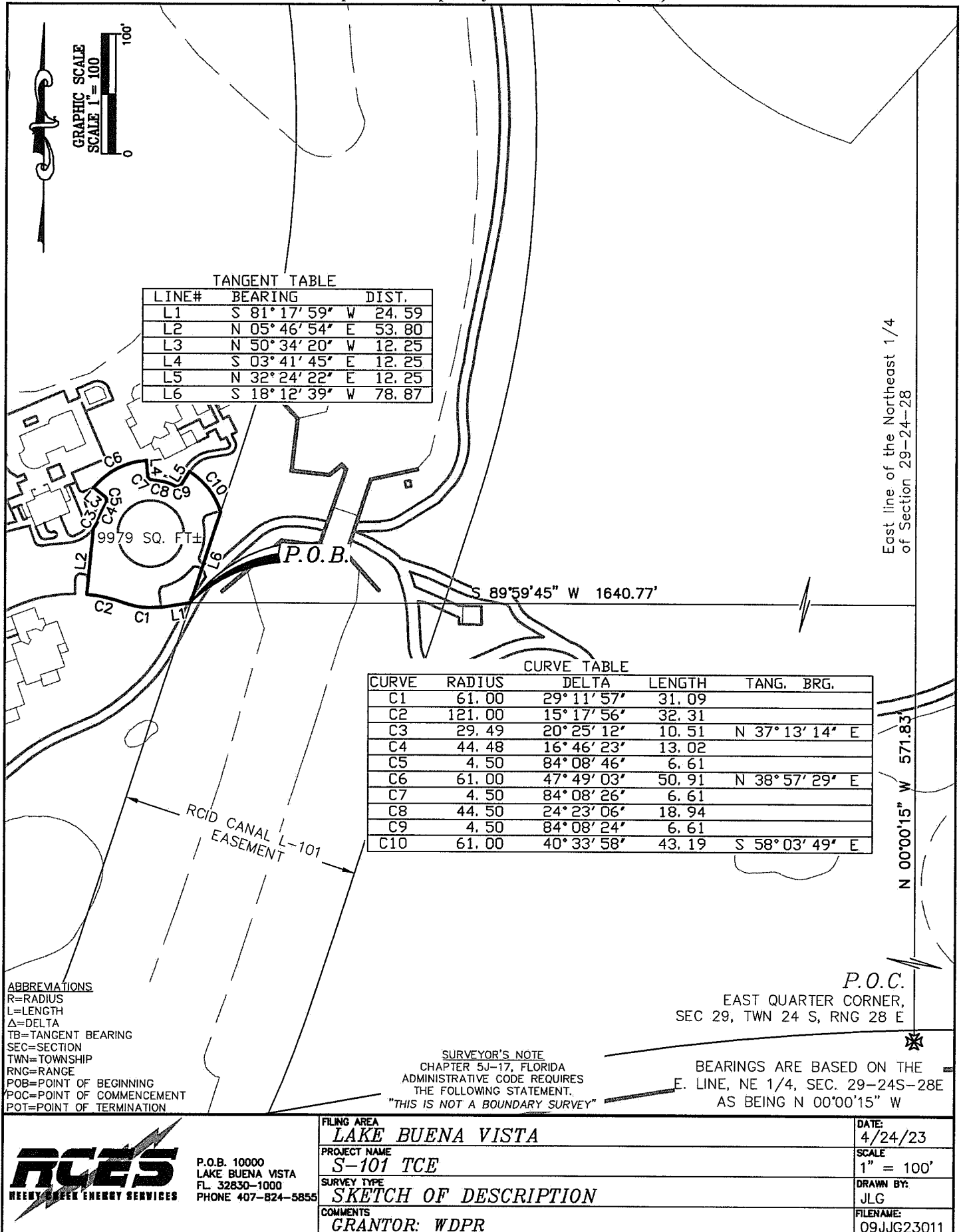
Commence at the East Quarter corner of said Section 29, run along the East line of the Northeast 1/4 of said Section 29, N 00°00'15" W, 571.83 feet; thence S 89°59'45" W, 1640.77 feet to the Point of Beginning; thence S 81°17'59" W, 24.59 feet to a point of curvature of a curve concave Northerly having a radius of 61.00 feet, and a central angle of 29°11'57"; thence run Westerly along the arc of said curve, 31.09 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 121.00 feet, and a central angle of 15°17'56"; thence run Westerly along the arc of said curve, 32.31 feet; thence N 05°46'54" E, 53.80 feet to a point on a non-tangent curve concave Northwesterly having a radius of 29.49 feet, and a central angle of 20°25'12"; thence from a tangent bearing of N 37°13'14" E run Northeasterly along the arc of said curve, 10.51 feet; to a point of reverse curvature of a curve concave Southeasterly having a radius of 44.48 feet, and a central angle of 16°46'23"; thence run Northeasterly along the arc of said curve, 13.02 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 4.50 feet, and a central angle of 84°08'46"; thence run Northerly along the arc of said curve, 6.61 feet; thence N 50°34'20" W, 12.25 feet to a point on a non-tangent curve concave Southeasterly having a radius of 61.00 feet, and a central angle of 47°49'03"; thence from a tangent bearing of N 38°57'29" E run Northeasterly along the arc of said curve, 50.91 feet; thence S 03°41'45" E, 12.25 feet to a point of curvature of a curve concave Northeasterly having a radius of 4.50 feet, and a central angle of 84°08'26"; thence run Southeasterly along the arc of said curve, 6.61 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 44.50 feet, and a central angle of 24°23'06"; thence run Easterly along the arc of said curve, 18.94 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 4.50 feet, and a central angle of 84°08'24"; thence run Easterly along the arc of said curve, 6.61 feet; thence N 32°24'22" E, 12.25 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 61.00 feet, and a central angle of 40°33'58"; thence from a tangent bearing of S 58°03'49" E run Southeasterly along the arc of said curve, 43.19 feet; thence S 18°12'39" W, 78.87 feet to the Point of Beginning, containing 9979 square feet, more or less.



P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-5855

FILING AREA <i>LAKE BUENA VISTA</i>	DATE: 4/24/23
PROJECT NAME <i>S-101 TCE</i>	SCALE 1" = 100'
SURVEY TYPE <i>SKETCH OF DESCRIPTION</i>	DRAWN BY: JLG
COMMENTS <i>GRANTOR: WDPR</i>	FILENAME: 09JJG23011

EXHIBIT "A"
Description of Temporary Easement Area (2 of 2)



P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855

FILING AREA
 LAKE BUENA VISTA

PROJECT NAME
 S-101 TCE

SURVEY TYPE
 SKETCH OF DESCRIPTION

COMMENTS
 GRANTOR: WDPR

DATE:
 4/24/23

SCALE
 1" = 100'

DRAWN BY:
 JLG

FILENAME:
 09JJG23011

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate ("Grantor"), and the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in Orange County, Florida (the "Property"); and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) performing incidental work related to the installation and repair of irrigation systems and landscape replacement, including, but not limited to, equipment access for contactor parking and laydown (the "Work"); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement on, over, under and across the portions of the Easement Area where the Work is located, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall not commence until **February 1, 2024** and terminate on **September 30, 2024** (the "Termination Date"). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Work to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantor's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Work is to be relocated. Grantee (at Grantor's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Work. If any or all of the Easement Area or the Work is to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantor's sole cost and expense) promptly remove the Work, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. **Covenants of Grantee.** Grantee, for itself, its permitted successors, assigns, grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area;

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "**Laws**"), and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Easement Area. Grantee shall not, by any act or omission, render the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Work, at its sole cost and expense, and in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities, if any, if permitted hereunder by Grantor (and of the Easement Area, if requested by Grantor) in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, invitees, successors, or assigns. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Work;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. Breach by Grantee. If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantee, for and on behalf of itself and its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall, to the extent allowed by law, hereby release, indemnify, defend, and hold harmless Grantor from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Grantor in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its successors, assigns, employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's successors, assigns, employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Grantor in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the parties to this Temporary Easement Agreement. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination. For the purposes of this Paragraph 8, Grantor shall be defined as the Grantor in the preamble to this Temporary Easement Agreement and its affiliates.

b) If Grantor becomes subject to any claim as to which Grantee is obligated to indemnify such Grantor as aforesaid:

i) Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor without any obligation on the part of Grantor to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of Grantor pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's willful misconduct).

8. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

9. **No Warranty; Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

10. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Walt Disney Parks and Resorts U.S., Inc.
1375 Buena Vista Drive, Post Office Box 10000
Lake Buena Vista, Florida 32830
Attn: Chief Counsel – Legal Department

If to Grantee: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel

11. **Counterparts.** This Temporary Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

12. **Governing Law.** This Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

13. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction.

The parties consent and submit to the 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 for any matters arising under this Agreement.

14. **Binding Obligations.** This Temporary Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assigns.

15. **Construction of Agreement.** This Temporary Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Temporary Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Temporary Easement Agreement or considered in construing this Temporary Easement Agreement.

16. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute, or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

17. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

18. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES
APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Temporary Easement Agreement, as indicated below (the "Effective Date").

WITNESSES TO GRANTOR:

WALT DISNEY PARKS & RESORTS U.S., INC.,
a Florida corporation

Angela A Callahan (Signature)

Angela Callahan (Print Name)

Valerie Dressky (Signature)

Valerie Dressky (Print Name)

By: [Signature] (Signature)

Joseph Becherer (Print Name)

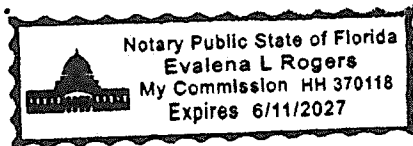
Its: Vice President (Title)

Dated: 11/29/2023

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of November, 2023, by Joseph Becherer, as Vice President of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf of the company. He is ☒ personally known to me or produced NA as identification.

[Notary Seal]



Evalena L. Rogers
Notary Public
Evalena L. Rogers
Name typed, printed or stamped
My Commission Expires: 6/11/27

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT,**
a public corporation

Paula J. Hoisington (Signature)
Paula J. Hoisington (Print Name)
Heidi Powell (Signature)
HEIDI POWELL (Print Name)

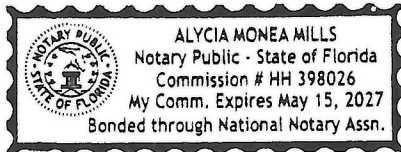
By: [Signature] (Signature)
Glenton Gilzean, Jr., District Administrator

Dated: 12/04/2023

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of December, 2023, by **Glenton Gilzean, Jr.**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Alycia Monea Mills
Name typed, printed or stamped
My Commission Expires: 5/15/2027

EXHIBIT "A"

Description of Temporary Easement Area (1 of 4)

DESCRIPTION

A parcel of land lying in Section 25, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the North Quarter corner of said Section 25, run along the North line of the Northeast 1/4 of said Section 25, N 89°29'39" E, 961.62 feet; thence S 00°30'21" E, 2304.63 feet to the Point of Beginning; thence S 89°59'59" E, 53.53 feet; thence S 00°13'17" W, 384.01 feet; thence N 90°00'00" W, 4.15 feet; thence N 03°28'50" W, 2.19 feet; thence N 00°25'09" W, 66.99 feet; thence N 11°46'35" E, 2.21 feet; thence N 06°33'57" W, 17.42 feet to a point on a non-tangent curve concave Easterly having a radius of 91.12 feet, and a central angle of 17°34'39"; thence from a tangent bearing of N 04°21'51" E run Northerly along the arc of said curve, 27.95 feet; thence N 00°00'37" E, 87.96 feet to a point on a non-tangent curve concave Northeasterly having a radius of 195.89 feet, and a central angle of 09°17'28"; thence from a tangent bearing of N 41°36'51" W run Northwesterly along the arc of said curve, 31.77 feet; to a point on a non-tangent curve concave Easterly having a radius of 66.23 feet, and a central angle of 47°17'20"; thence from a tangent bearing of N 27°07'28" W run Northerly along the arc of said curve, 54.66 feet; to a point on a non-tangent curve concave Westerly having a radius of 55.58 feet, and a central angle of 33°48'36"; thence from a tangent bearing of N 09°43'36" E run Northerly along the arc of said curve, 32.80 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 105.30 feet, and a central angle of 16°18'44"; thence from a tangent bearing of N 21°54'19" W run Northwesterly along the arc of said curve, 29.98 feet; to a point on a non-tangent curve concave Easterly having a radius of 73.99 feet, and a central angle of 23°09'51"; thence from a tangent bearing of N 31°51'41" W run Northerly along the arc of said curve, 29.91 feet; thence N 01°41'15" W, 16.12 feet to the Point of Beginning. Containing 6088 square feet, more or less.



P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE 407-824-5855

FILED AREA	EPCOT RESORTS	DATE:	8/21/23
PROJECT NAME	EPCOT RESORTS BLVD.	SCALE	1" = 150'
SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 1 OF 2	DRAWN BY:	JLG
COMMENTS	WDPR LAND	FILENAME:	13JG23020

EXHIBIT "A"

Description of Temporary Easement Area (2 of 4)

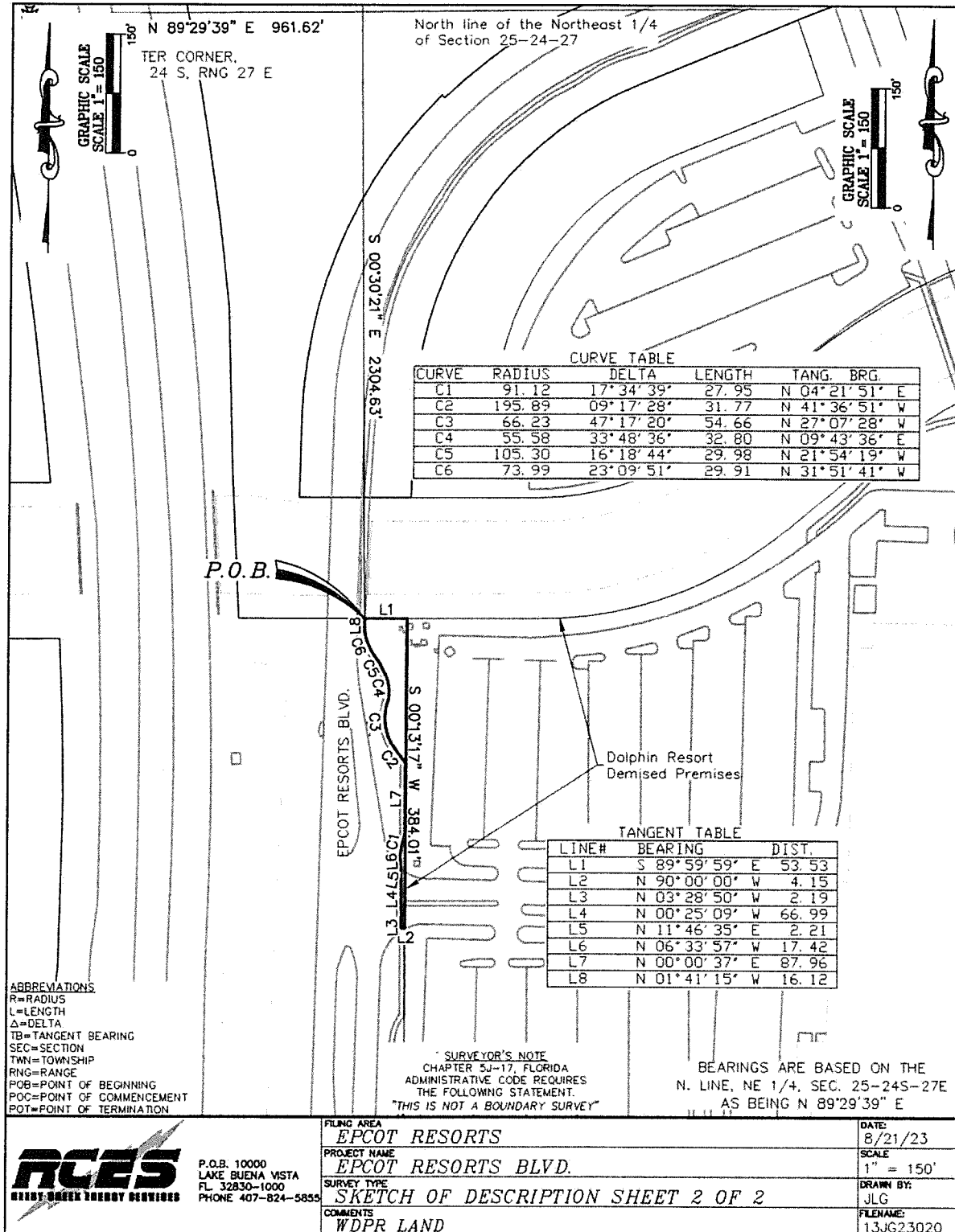


EXHIBIT "A"

Description of Temporary Easement Area (3 of 4)

DESCRIPTION

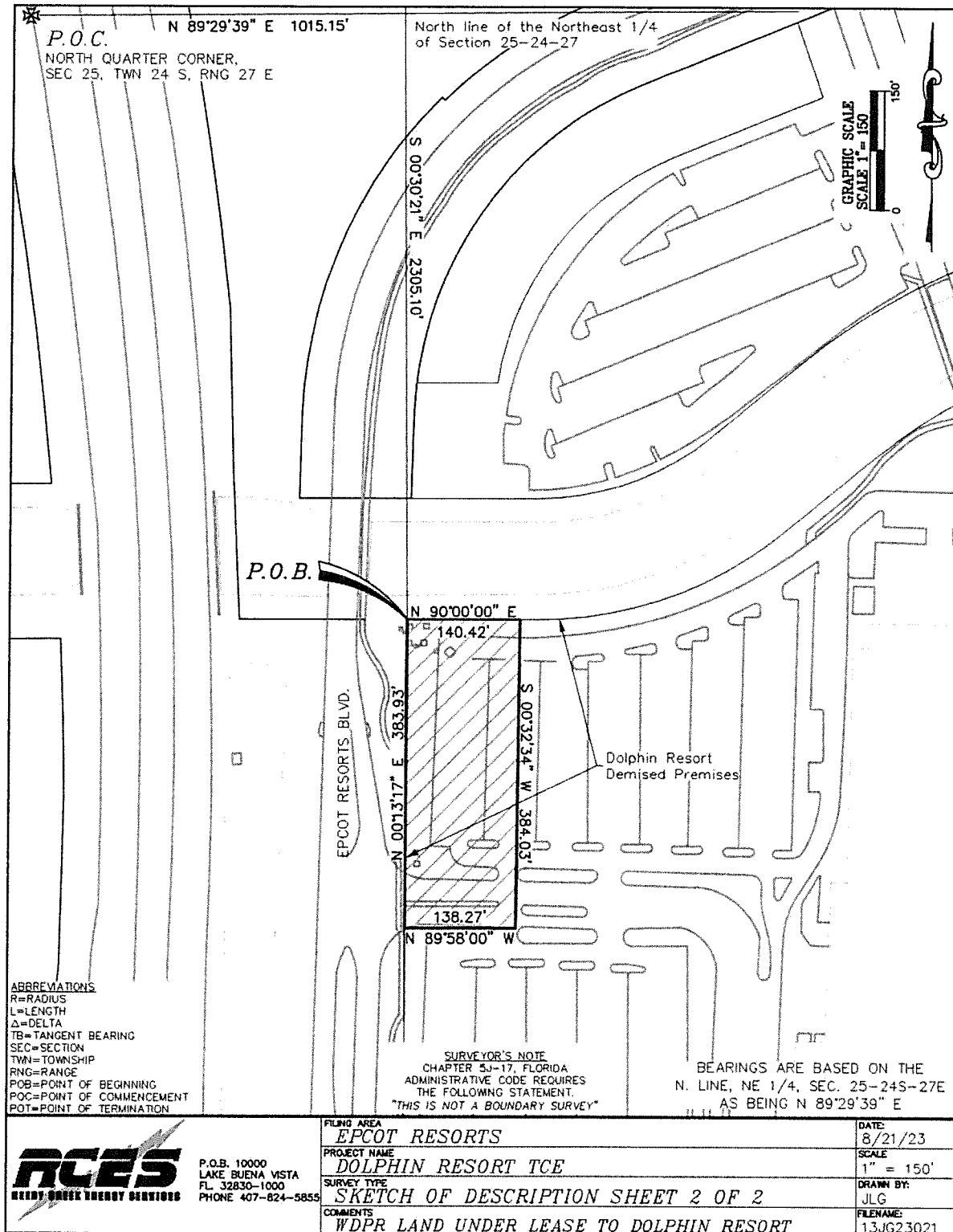
A parcel of land lying in Section 25, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the North Quarter corner of said Section 25, run along the North line of the Northeast 1/4 of said Section 25, N 89°29'39" E, 1015.15 feet; thence S 00°30'21" E, 2305.10 feet to the Point of Beginning; thence N 90°00'00" E, 140.42 feet; thence S 00°32'34" W, 384.03 feet; thence N 89°58'00" W, 138.27 feet; thence N 00°13'17" E, 383.93 feet to the Point of Beginning. Containing 1.228 Acres, more or less.

 P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855	FILING AREA	DATE:
	<i>EPCOT RESORTS</i>	8/21/23
	PROJECT NAME	SCALE
	<i>DOLPHIN RESORT TCE</i>	1" = 150'
	SURVEY TYPE	DRAWN BY:
	<i>SKETCH OF DESCRIPTION SHEET 1 OF 2</i>	JLG
	COMMENTS	FILENAME:
	<i>WDPR LAND UNDER LEASE TO DOLPHIN RESORT</i>	13JG23021

EXHIBIT "A"

Description of Temporary Easement Area (4 of 4)



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1

Page 1 of 1

Meeting Date	
January 24, 2024	
Agenda Item Name	
C006464 Sodium Hypochlorite	
Requested Action	
Approve a three (3) year contract for sodium hypochlorite supply with Odyssey Manufacturing Co. with an expenditure of \$2,909,724.54.	
Staff Report	
On October 25, 2023, Invitation to Bid# C006464 was released to bid for the transportation and delivery of sodium hypochlorite.	
Additional Analysis	
The Utilities Services Department is requesting approval of Contract# C006464 with Odyssey Manufacturing Co. for the supply of sodium hypochlorite to the Water Resource Recovery Facility ("WRRF"), four potable water-pumping stations, and four Central Energy Plants. Staff recommends approving the contract for the period of <u>January 24, 2024</u> through <u>September 30, 2026</u> .	
Fiscal Impact Summary	
Funding for this contract is budgeted over fiscal years 2024-2026 in following Accounts 332-106-5306800-000 (Chemicals), 323-103-5306800, 321-103-5306800, and 333-108-5306800-000 (Chemicals) in the amount of \$2,909,724.54.	
Exhibits Attached	
1. Board Report 2. Itemized Bid Tabulation 3. Notice of Award 4. Contract 5. Bid Submittal 6. Power Point	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 1/24/2024

Subject: Award of Bid# C006464-Sodium Hypochlorite in the amount of \$2,909,724.50

Presented By: Chris Ferraro – Director of Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1 Contract# C006464 for a three-year contract for sodium hypochlorite delivery for water and wastewater treatment utilizing Odyssey Manufacturing Co. with an expenditure of \$2,909,724.50

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: October 25, 2023

BACKGROUND:

The Utility Services Department requires the supply and delivery of sodium hypochlorite to maintain compliance with Florida Department of Environmental Protection (“FDEP”) regulations and to disinfect the cooling towers at the energy plants. Sodium hypochlorite is used to treat the Water Resource Recovery Facility (“WRRF”), which produces over four billion gallons of wastewater each year, four potable water-pumping stations which produces over six (6) billion gallons of drinking water each year, and four Central Energy Plants.

FINDINGS AND CONCLUSIONS:

On October 25, 2023, Invitation to Bid# C006464 was released to bid for the transportation and delivery of sodium hypochlorite. The bidders were given the opportunity to submit bids for a not-to-exceed fee. Three (3) bids were received as follows:

Vendor’s Legal Name	Vendor’s City/State	1 st yr Gallon Price	Bid Amount
Allied Universal Corp.*	Miami, Florida	\$2.10	\$4,395,288.80
Brenntag Mid-South, Inc.	Henderson, KY	\$1.89	\$3,753,122.72
Odyssey Manufacturing Co.	Tampa, FL	\$1.53	\$3,008,063.64**

*New Bidder (Not BuyLocal) **Estimated Bid Quantity

Odyssey Manufacturing was the lowest responsive and responsible bidder.

The Utilities Services Department is requesting approval of Contract# C006464 with Odyssey Manufacturing Co. for the supply of sodium hypochlorite to the WRRF, four potable water-pumping stations, and four Central Energy Plants. Staff recommends approving the contract for the period of **January 24, 2024** through **September 30, 2026**.

FISCAL IMPACT:

Funding for this contract is budgeted in Account 332-106-5306800-000 (Chemicals), 323-103-5306800, 321-103-5306800, and 333-108-5306800-000 (Chemicals) in the amount of \$3,008,063.64

Contract Pricing Schedule		
YR	Term	Est. Annual Cost
1	January 24, 2024 - September 30, 2024	\$885,048.84
2	October 1, 2024 - September 30, 2025	\$996,271.40
3	October 1, 2025 - September 30, 2026	\$1,028,404.30
Estimated Total		\$2,909,724.50

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 – Odyssey Manufacturing Co. (PDF)

Odyssey Manufacturing Co. Bid

SODIUM HYPOCHLORITE 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 **Odyssey Manufacturing Co.**, (herein referred to as the (“Contractor”), whose mailing address is 1484 Massaro Blvd., Tampa, Florida 33619.

W I T N E S S E T H

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **January 24, 2024** 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 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 description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the Exhibits outlined in the Article 22 - Contract Documents.

3. BASIS FOR COMPENSATION AND PAYMENTS.

Not to Exceed (“NTE”) Amount

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 rates shown on the Rate Schedule defined below. However, in no event shall the NTE amount exceed **TWO MILLION, NINE HUNDRED NINE THOUSAND, SEVEN HUNDRED TWENTY-FOUR AND FIFTY ONE-HUNDREDTHS DOLLARS (\$2,909,724.50)**; and the Reimbursable Expenses shall in no event exceed (N/A).

RATE SCHEDULE					
Item	Item Description	UOM	Est. Qty.	Unit Price	Annual Total
YEAR 1 (January 24, 2024 - September 30, 2024)					
1	12.5% Sodium Hypochlorite	Gallons	577,483	\$1.53	\$883,548.99
2	12.5% Sodium Hypochlorite (SSEP)	Gallons	909	\$1.65	\$1,499.85
Year 1 – Total					\$885,048.84
YEAR 2 (October 1, 2024 - September 30, 2025)					
3	12.5% Sodium Hypochlorite	Gallons	641,648	\$1.55	\$994,554.40
4	12.5% Sodium Hypochlorite (SSEP)	Gallons	1,010	\$1.70	\$1,717.00
Year 2 - Total					\$996,271.40
YEAR 3 (October 1, 2025 - September 30, 2026)					
5	12.5% Sodium Hypochlorite	Gallons	641,648	\$1.60	\$1,026,636.80
6	12.5% Sodium Hypochlorite (SSEP)	Gallons	1,010	\$1.75	\$1,767.50
Year 3 - Total					\$1,028,404.30
Not-To-Exceed Total - Sodium Hypochlorite					\$2,909,724.50

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 two (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.

a. 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 amount earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination.

b. Hypochlorite supplied under this contract shall be tested and certified as meeting the specifications outlined in Exhibit A and those of the American National Standards Institute/National Sanitation Foundation Standard 60 ("ANSI"/"NSF" Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Contractor to inform the Owner that National Sanitation Foundation ("NSF") or Underwriters Laboratories ("UL") certification has been revoked or lapsed within twenty-four (24) hours of the time the Contractor receives verbal or written notification of revocation. Loss of certification shall constitute sufficient grounds for immediate termination of the contract.

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: ODYSSEY MANUFACTURING CO.
1484 Massaro Blvd.
Tampa, Florida 33619
Attention: Patrick Allman

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 goods 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.

22. CONTRACT DOCUMENTS.

a. The Contract Documents which comprise the entire understanding between the Owner and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to the Agreement. Each Exhibit is incorporated herein by reference for all purposes.

Exhibit A: Scope of Services (A-1 through A-4)
Exhibit B: Special Contract Conditions (B-1 through B-15)

b. If there is a conflict between the terms of this Agreement and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Exhibits.

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
CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT

CONTRACTOR
ODYSSEY MANUFACTURING CO.

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: Martin Garcia

Print Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

Exhibit A
SCOPE OF SERVICES
Contract No. C006464

Contractor shall provide sodium hypochlorite to Owner during the contract term as described below.

SECTION 1. SCOPE OF SERVICES OVERVIEW

The scope of services of the sodium hypochlorite project for the Central Florida Tourism Oversight District Utilities Division known as Reedy Creek Energy Services (“RCES”) shall include, but is not limited to, furnishing all labor, materials, equipment, tools and consumables necessary for the purchase and delivery of bulk orders of 12.5% Liquid Sodium Hypochlorite to all water, wastewater treatment, and energy plant facilities.

SECTION 2. 12.5% SODIUM HYPOCHLORITE REQUIREMENTS

- 2.1 Sodium Hypochlorite (NaOCl) is a clear, light-yellow liquid containing up to 16.0 g/l (16 trade percent) of available chlorine. Contract pricing is per gallon. NaOCl must be 12.5% or higher.
- 2.2 Sampling and testing shall be in accordance with United States Environmental Protection Agency (“EPA”) and American Water Works Association (“AWWA”) b300-04 standards.
- 2.3 Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (“ANSI”/“NSF” Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the Contractor to inform the District that National Sanitation Foundation (“NSF”) or Underwriters Laboratories (“UL”) certification has been revoked or lapsed within twenty-four (24) hours of the time the Contractor receives verbal or written notification of revocation. Loss of certification shall constitute sufficient grounds for immediate termination of the contract.

Any and all hypochlorite delivered under the contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Any and all hypochlorite delivered under the contract shall meet the following contaminant concentration limits:

- Iron <0.3 mg/L
 - Copper <0.03 mg/L
 - Nickel <0.03 mg/L
 - Chlorate <2,000 mg/L
 - Bromate <20 mg/L
 - Perchlorate <20 mg/L
 - Total Hardness <3 mg/L (as calcium carbonate)
 - Filter Test Time <3 minutes
- 2.4 Contractor should use Continuous Bleach Process, which utilizes repeated filtration to trap the excess soda sediments, which will not clog the automatic chlorine feeders. Settling of suspended solids shall be close to being eliminated in storage tanks, pumps, piping and instruments.
 - 2.5 Hypochlorite should maintain pH values between 12.0 to 13.0 which do not require excess acid addition.
 - 2.6 The manufacturer shall guarantee their chlorine strength to be above ten-percent (10%) for thirty (30) full days or it will be replaced immediately at no additional cost to the District.
 - 2.7 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”).
 - 2.8 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. C006464

SECTION 3. SODIUM HYPOCHLORITE DELIVERIES

3.1 SERVICE SCHEDULE:

12.5% SODIUM HYPOCHLORITE SERVICE SCHEDULE		
Description of Location	Frequency of Deliveries	Tank Size for Delivery
Wastewater Facilities		
Wastewater Facility 2151 South Service Lane Lake Buena Vista, FL 32830	Every 4 days	Two (2) 13,500-gallon bulk storage tanks
Water Potable Pump Facilities		
Water Potable Pump Station A 5290 Center Drive Lake Buena Vista, FL 32830	Once per week	Two (2) 3,500-gallon bulk storage tanks
Water Potable Pump Station B 890 Cypress Drive Lake Buena Vista, FL 32830	Once per week	Two (2) 1,200-gallon bulk storage tanks
Water Potable Pump Station C 1945 E. Buena Vista Drive Lake Buena Vista, FL 32830	Once per week	Two (2) 900-gallon bulk storage tanks
Water Potable Pump Station D 1604 W. Buena Vista Drive Lake Buena Vista, FL 32830	Once per week	Two (2) 3,000-gallon bulk storage tanks
Energy Plant Facilities		
EPCOT Central Energy Plant ("ECEP") 751 Backstage Lane Lake Buena Vista, FL 32830	As needed basis	One (1) 500-gallon bulk storage tank
North Studios Energy Plant ("NSEP") 245 West Showbiz Boulevard Lake Buena Vista, FL 32830	As needed basis	One (1) 500-gallon bulk storage tank
Contemporary Hotel ("CHOT") 4600 North World Drive Lake Buena Vista, FL 32830	As needed basis	One (1) 500-gallon bulk Storage tank
South Studios Energy Plant ("SSEP") 397 Cypress Drive Lake Buena Vista, FL 32830	As needed basis	One (1) 500-gallon bulk Storage tank
Total of estimated 642,658 gallons annually.		

- 3.2 **Wastewater Facility:** The South Service Area ("SSA") is gate-restricted site. Access will be granted to Contractor at the gate, if delivery was pre-scheduled with Wastewater staff. A total of approximately 450,000 gallons shall be delivered annually.

Roughly, every four (4) days, a 12.5% sodium hypochlorite solution shall be delivered to the Wastewater Facility, otherwise known as the South Service Area, and located at 2151 South Service Lane, Lake Buena Vista, FL 32830.

Once inside the gated facility, 12.5% sodium hypochlorite will be delivered to one (1) 13,500-gallon bulk storage tank.

All deliveries shall be coordinated with a Wastewater Operator to facilitate delivery Sunday through Saturday. Orders shall be placed via phone or email as needed, and delivery shall be coordinated with Staff on the delivery date after order is placed to the above listed locations.

Exhibit A
SCOPE OF SERVICES
Contract No. C006464

Deliveries shall be made using a tanker truck.

The frequency of delivery may be altered depending on the changing needs of operations staff.

- 3.3 **Water Potable Pump Stations A-D:** The Contractor will coordinate with Water Operations Staff on the delivery date, as each pump station is a secured facility, and an operator will escort the approved vendor to each delivery site. A total of approximately 5,000 gallons shall be delivered each week for a total of 260,000 gallons annually.

Special access through Walt Disney World will need to be approved prior to delivery to Water Station B, located within the backstage area of Disney's Hollywood Studios.

All deliveries shall be made nightly between the hours of 12:00 a.m. and 5:00 a.m. EST (Eastern Standard Time) any day of week Sunday through Saturday with meeting the above listed frequency for one (1) tank per site. Orders shall be placed via phone or email as needed, and delivery shall be coordinated with Staff on the delivery date after order is placed to the above listed locations.

The frequency of delivery may be altered depending on the changing needs of operations staff.

- 3.4 **Energy Plant Facilities:** The Contractor will coordinate with Energy Plant Staff on the delivery date, as each pump station is a secured facility, and an operator will escort the approved vendor to each delivery site. 500-gallon bulk tanks on-site.

Special access through Walt Disney World will need to be approved prior to delivery to the Energy Plants.

All deliveries shall be made between the hours of 7:00 a.m. and 5:00 p.m. EST (Eastern Standard Time) any day of week Monday through Friday on an as needed basis. Orders shall be placed via phone or email as needed, and delivery shall be coordinated with Staff on the delivery date after order is placed to the above listed locations.

The frequency of delivery may be altered depending on the changing needs of operations staff.

Due to restricted gate access deliveries made to South Studio Energy Plant ("SSEP") must have a truck no bigger than fifty-three feet (53') long, eight and half feet (8.5') wide, and five feet (5') tall. With a standard five-foot (5') bed height for deliveries. Due to restrictions on delivery, the District has broken this delivery out on the Rate Schedule. To assist, the pictures below demonstrate the need for size restrictions.



Exhibit A
SCOPE OF SERVICES
Contract No. C006464

- 3.5 A bill of lading shall be presented to the District with each delivery and shall be accompanied with the following information:
- Name of product
 - Net weight or volume of product delivered
 - Percent of strength
 - Name and address of the manufacturer
 - Lot number
 - Certified weight ticket
- 3.6 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 the District is not obligated to purchase any minimum or maximum amount during the life the contract.
- 3.7 The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer for Sodium Hypochlorite deliveries.

The District reserves the right to subject samples of the sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any sample of a lot that is tested by the District and fails to comply with the specifications shall constitute grounds for rejection of that lot. No payments shall be made for any hypochlorite that is rejected and does not meet the specifications.

- 3.8 A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery made to the District. The report shall contain the following data:
- Date and Time of Manufacture
 - Percent by Weight
 - Sodium Hypochlorite
 - Excess Sodium Hydroxide
 - Specific Gravity (Referenced to a temperature)
 - Suspended Solids Test Time

No deliveries will be accepted by the District unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite being delivered showing the above data and that it conforms to the required specifications.

- 3.9 Contractor shall provide Safety Data Sheets for the product in accordance with the Federal "Right-to-Know" Regulations implemented by the OSHA with each order delivered.

End of Exhibit A

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006464

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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
- 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

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

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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:

- 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

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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 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

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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.

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 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).

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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.

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:

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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.

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.

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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.

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.

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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.

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.

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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)
- 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



ITB C006464

SODIUM HYPOCHLORITE & SULFURIC ACID

Allied Universal Corporation
Miami, FL
(Dade)

Brenntag Mid-South, Inc.
Henderson, KY
(Henderson)

Odyssey Manufacturing Co.
Tampa, FL
(Hillsborough)

Item Description				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
YEAR 1 (Dec 14, 2023- Sept 30, 2024)				Year 1		Year 1		Year 1	
Sodium Hypochlorite									
1	12.5% Sodium Hypochlorite	Gallons	641,648	\$2.10	\$1,347,460.80	\$1.89	\$1,212,714.72	\$1.53	\$981,721.44
2	12.5% Sodium Hypochlorite (SSEP)	Gallons	1,010	No Bid		\$1.89	\$1,908.90	\$1.65	\$1,666.50
Sulfuric Acid									
3	93% Sulfuric Acid	Gallons	8,580	No Bid		\$4.26	\$36,550.80	\$4.75	\$40,755.00
4	50% Sulfuric Acid	Gallons	2,285	No Bid		\$2.99	\$6,832.15	\$3.00	\$6,855.00
Sodium Hypochlorite Sub Total Year 1				\$1,347,460.80		\$1,214,623.62		\$983,387.94	
Sulfuric Acid Sub Total Year 1				No Bid		\$43,382.95		\$47,610.00	
YEAR 2 (Oct 1, 2024- Sept 30, 2025)				Year 2		Year 2		Year 2	
Sodium Hypochlorite									
6	12.5% Sodium Hypochlorite	Gallons	641,648	\$2.25	\$1,443,708.00	\$1.95	\$1,251,213.60	\$1.55	\$994,554.40
7	12.5% Sodium Hypochlorite (SSEP)	Gallons	1,010	No Bid		\$1.95	\$1,969.50	\$1.70	\$1,717.00
Sulfuric Acid									
8	93% Sulfuric Acid	Gallons	8,580	No Bid		\$4.26	\$36,550.80	\$4.85	\$41,613.00
9	50% Sulfuric Acid	Gallons	2,285	No Bid		\$2.99	\$6,832.15	\$3.10	\$7,083.50
Sodium Hypochlorite Sub Total Year 2				\$1,443,708.00		\$1,253,183.10		\$996,271.40	
Sulfuric Acid Sub Total Year 2				No Bid		\$43,382.95		\$48,696.50	
YEAR 3 (Oct 1, 2025- Sept 30, 2026)				Year 3		Year 3		Year 3	
Sodium Hypochlorite									
10	12.5% Sodium Hypochlorite	Gallons	641,648	\$2.50	\$1,604,120.00	\$2.00	\$1,283,296.00	\$1.60	\$1,026,636.80
11	12.5% Sodium Hypochlorite (SSEP)	Gallons	1,010	No Bid		\$2.00	\$2,020.00	\$1.75	\$1,767.50
Sulfuric Acid									
12	93% Sulfuric Acid	Gallons	8,580	No Bid		\$4.26	\$36,550.80	\$5.00	\$42,900.00
13	50% Sulfuric Acid	Gallons	2,285	No Bid		\$2.99	\$6,832.15	\$3.25	\$7,426.25
Sodium Hypochlorite Sub Total Year 3				\$1,604,120.00		\$1,285,316.00		\$1,028,404.30	
Sulfuric Acid Sub Total Year 3				No Bid		\$43,382.95		\$50,326.25	
GRAND SODIUM HYPOCHLORITE TOTAL				\$4,395,288.80		\$3,753,122.72		\$3,008,063.64	
GRAND SULFURIC ACID TOTAL				No Bid		\$130,148.85		\$146,632.75	

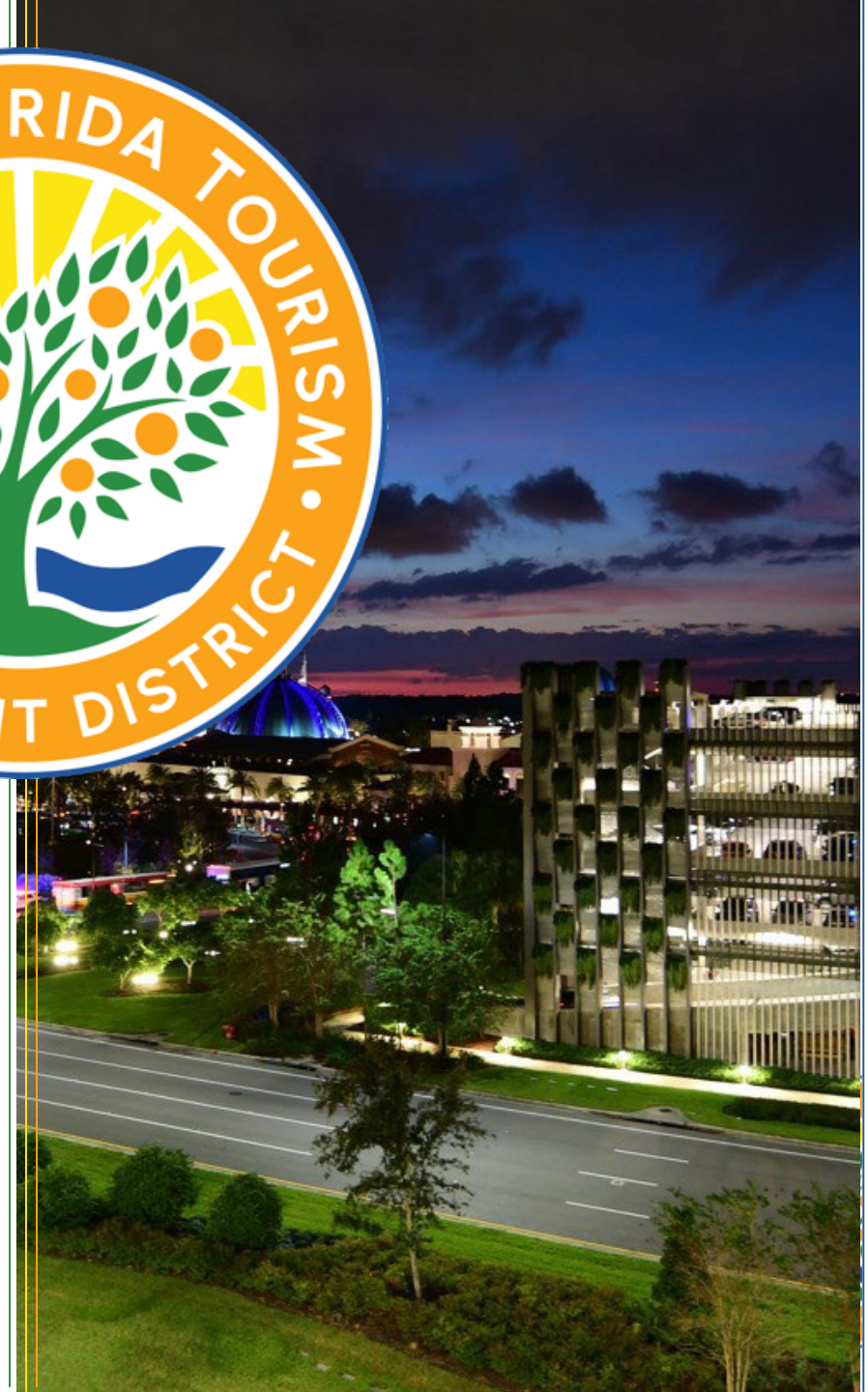
COMMENTS:

Upon review the District recommends a split award based off unit pricing for Sodium Hypochlorite & Sulfuric Acid.

8.1 SODIUM HYPOCHLORITE WASTEWATER & WATER TREATMENT

(3-year contract with Odyssey
Manufacturing Company)

January 24, 2024



Chemicals used in Water Treatments

The Utility Services Department uses sodium hypochlorite to maintain compliance with Florida Department of Environmental Protection regulations, and to disinfect the cooling towers at the energy plants.

Sodium hypochlorite is used to treat:

Water Resource Recovery Facility (“WRRF”) which produces over ***four billion gallons*** of wastewater each year;

and four potable water-pumping stations which produces over ***six billion gallons of drinking water*** each year, and the four Central Energy Plants.



Sodium Hypochlorite Water Treatment



Storage Tanks

Sodium Hypochlorite Wastewater Treatment

Storage Tanks that
vendor delivers
chemicals



Sodium Hypochlorite Chiller Plant Treatment



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.2

Page 1 of 1

Meeting Date	
January 24, 2024	
Agenda Item Name	
C006430 Rapid Infiltration Basin (RIB) Renovation Fiscal Years 2024, 2025, 2026	
Requested Action	
Approve for a three (3) year contract for Rapid Infiltration Basin Renovation to Carr & Collier Inc. with an expenditure of \$825,700.	
Staff Report	
On October 4, 2023, Invitation to Bid # C006430 was released to bid for the rehabilitation of twelve (12) RIB cells over a three-year period.	
Additional Analysis	
The Utilities Services Department is requesting approval of Contract# C006430 with Carr & Collier Inc. for the RIB Renovation. Staff recommends approving the contract for the period of <u>January 24, 2024</u> through <u>September 30, 2026</u> .	
Fiscal Impact Summary	
Funding for this purchase will be budgeted for FY2024-25 in Planned Work Account# 824C004 in the amount of \$825,700.	
Exhibits Attached	
1. Board Report 2. Itemized Bid Tabulation 3. Notice of Award 4. Contract 5. Bid Submittal 6. Power Point	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 1/24/2023

Subject: Award of Bid# C006430- Rapid Infiltration Basin (RIB) Renovation in the amount of \$825,700.

Presented By: Jason D. Herrick, Manager – Gas, Water, and Waste Resources

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.2 Contract# C006430 for a three-year contract for rapid infiltration basin renovation to Carr & Collier Inc. with an expenditure of \$825,700

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released: October 4, 2023.

BACKGROUND:

The Utility Services Department operates the District's Water Resource Recovery Facility (WRRF), which treats over four billion gallons of wastewater each year. The WRRF produces reclaimed water that is used across property for irrigation, park washdown, and cooling tower make up. Excess reclaimed water is pumped to the seventy-two (72) rapid infiltration basins (RIBs), located on the west side of CFTOD adjacent to SR 429, where it replenishes the aquifer. These basins are constructed of sand and HDPE liner and periodically require rehabilitation. Eighteen (18) RIB cells have been renovated over the last three years.

FINDINGS AND CONCLUSIONS:

On October 4, 2023, Invitation to Bid # C006430 was released to bid for the rehabilitation of twelve (12) RIB cells over a three-year period. Two (2) bids were received as follows:

Contractor	Bid	Home office location
Carr & Collier, Inc. **	\$825,700.00	Leesburg, FL
Comanco Environmental Corporation	\$1,125,420.00	Plant City, FL

**New Buy Local bidder

Carr & Collier, Inc. was the lowest responsive and responsible bidder. This bid represents a savings of \$299,720 through the use of a new BuyLocal vendor.

The Utilities Services Department is requesting approval of Contract# C006430 with Carr & Collier Inc. for the RIB Renovation. Staff recommends approving the contract for the period of **January 24, 2024** through **September 30, 2026**.

FISCAL IMPACT:

Funding for this purchase will be budgeted for FY2024-25 in Planned Work Account Account#824C004 in the amount of \$825,700.

Contract Pricing Schedule	
Item Description	Amount
Year 1 January 24, 2024 – September 30, 2024	
RIB Cell 32	\$67,200.00
RIB Cell 33	\$64,500.00
RIB Cell 34	\$64,000.00
RIB Cell 35	\$64,200.00
Concrete Repair Allowance	\$15,000.00
Year 2 October 1, 2024 – September 30, 2025	
RIB Cell 14	\$64,000.00
RIB Cell 15	\$67,200.00
RIB Cell 16	\$63,500.00
RIB Cell 17	\$65,500.00
Concrete Repair Allowance	\$15,000.00
Year 3 October 1, 2025 – September 30, 2026	
RIB Cell 18	\$65,500.00
RIB Cell 55	\$63,400.00
RIB Cell 56	\$64,500.00
RIB Cell 59	\$67,200.00
Concrete Repair Allowance	\$15,000.00
Estimated Total	\$825,700.00

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 Carr & Collier Inc. (PDF)

Carr & Collier Inc. Submitted Bid



RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026

Agreement: C006430

PROJECT MANUAL

ISSUED FOR CONSTRUCTION

Date of Issuance: January 24, 2024

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 5300 Center Drive Lake Buena Vista, Florida 32830
Contractor:	Carr & Collier, Inc. 2864 West Main Street Leesburg, Florida 34748

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:

RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026 ISSUED FOR CONSTRUCTION

Contract Number: C006430

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

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:

- Exhibit F – Addendum 1 and 2

Drawings:

- Exhibit G – Aerial Maps
- Exhibit H – Asbuilts

Specifications:

- Exhibit I – Reedy Creek Energy Services ("RCES") Electrical Construction Specifications 2009
Rev. 4 (Updated 09-09-2022)

END OF TABLE OF CONTENTS - PROJECT MANUAL
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RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026
LUMP SUM AGREEMENT

THIS AGREEMENT, made effective as of _____, by and between **Central Florida Tourism Oversight District** (herein referred to as the “Owner,” “District” or “CFTOD”), whose mailing address is 10450 Turkey Lake Road, Box # 690519, Orlando, Florida 32869, and **Carr & Collier, Inc.** (herein referred to as the “Contractor”), whose mailing address is 2864 West Main Street, Leesburg, Florida 34748.

W I T N E S S E T H

WHEREAS, 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 **Jason Herrick**, 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, whose mailing address is Post Office Box 690519, Orlando, Florida 32869.

Article 5 TIME OF COMMENCEMENT AND COMPLETION

5.1. The Contractor shall commence the Work promptly upon receipt of written annual Notice-to-Proceed ("NTP") from the Owner and **shall complete all Work on or before August 15, 2026** (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 specified in Exhibit B – Project Milestone Schedule 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.

ANNUAL SUBSTANTIAL COMPLETION (FOR YEARS 1-3)

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

ANNUAL FINAL COMPLETION (FOR YEARS 1-3)

Final Completion of the Work shall be achieved no later than **90 DAYS from the Notice-to-Proceed given each year**. All Work must be completed no later than August 15th each fiscal year during the duration of the contract.

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 **EIGHT HUNDRED TWENTY-FIVE THOUSAND, SEVEN HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$825,700.00)** (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 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:

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 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 SCRUTINIZED COMPANIES

15.1 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.

15.2 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.

15.3 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**:

- a. 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
- b. Engaged in business operations in Cuba or Syria.

15.4 The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

- a. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes, and/or
- b. 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.

15.5 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.

15.6 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.

15.7 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.

Article 16

PUBLIC CONSTRUCTION BOND

16.1. The Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 in the Amount of **TWO HUNDRED SEVENTY-FIVE THOUSAND, SIX HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$275,600.00)** 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.

16.2. This Public Construction Bond must remain in effect until final completion of the project and Owner acceptance of the Work. If Contractor issues a one (1) year Public Construction Bond, it shall be renewed annually for the amount specified in Paragraph 16.1.

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:
CARR & COLLIER, INC.

Authorized
Signature: _____

Authorized
Signature: Reynolds Holiman

Print Name: Martin Garcia

Print Name: Reynolds Holiman

Title: Board Chairman

Title: Vice President

Date: _____

Date: November 27, 2023

EXHIBIT A

PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS

Contract No.: C006430

I. Project Description

The Rapid Infiltration Basins (RIBS) Renovation for Fiscal Years 2024, 2025, 2026 Project is briefly described as follows:

SECTION 1. SCOPE OF WORK OVERVIEW

The Scope of Work for the Rapid Infiltration Basin (“RIB”) Rehabilitation Project is described herein. 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.

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.

SECTION 2. SUMMARY OF WORK

SECTION 01110
SUMMARY OF WORK

PART 1 - GENERAL

- 1.1.1 The RIB Rehabilitation Project construction scope of work includes the rehabilitation of deteriorated RIBs over a three (3) year period as described below:
- FY 2024:

Cells 32, 33, 34, 35
- FY 2025:

Cells 14, 15, 16, 17
- FY 2026:

Cells 18, 59, 55, 56

Rehabilitation consists of removal and disposal of the existing 45 mil Hypalon liners, along with supplying and installing new 60 mil HDPE liners including earthwork and grading. The work includes excavation and backfilling of anchor trenches as well as supplying and installing new batten bars where necessary. Concrete work, as needed to complete the work, is included as an allowance amount. The work also includes earthwork inside the RIB cells and on the berms including the sodding of all berm tops and exterior slopes.

1.2 Detailed Scope of Work

- 1.2.1 Mobilization and General Conditions:
- 1.2.1.1 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:

• Dedicated project manager/client contact.

• Full time dedicated construction superintendent.
- 1.2.2 Permitting:
- 1.2.2.1 The Contractor shall be responsible for obtaining all permits related to the project, except for gopher relocation permits. The Owner will be responsible for handling the gopher relocation permits.

1.2.2.2 The Contractor shall be responsible for obtaining the site/civil permit from CFTOD Planning & Engineering.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006430

- 1.2.3 Lay Down Yard/Employee Parking Construction:
 - 1.2.3.1 The designated lay down yard and employee parking area is anticipated to be in the vicinity of the Project Site.
- 1.2.4 Erosion and Sedimentation Control:
 - 1.2.4.1 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.
- 1.2.5 Survey and Lay-Out:
 - 1.2.5.1 The Contractor shall perform all survey and lay out as required to complete the work within the specified tolerances to return RIB cells to original as-built conditions/geometry/sizes.
- 1.2.6 Utilities:
 - 1.2.6.1 The Contractor is to coordinate all utility construction efforts with the utility owners - Reedy Creek Energy Services (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 Smart City Telecom (data and communications fiber optic and wire), CFTOD (traffic fiber optic), and WDW Telecom (Disney fiber optic).
 - 1.2.6.2 The Contractor shall identify and protect all existing utilities within the limits of the work.
 - 1.2.6.3 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.
 - 1.2.6.4 The Contractor shall strictly adhere to utility notice and excavation permit provisions. 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.
 - 1.2.6.5 Locating services provided by the RCES Locating Services Office, 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.

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,

EXHIBIT A
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appliances, layout and all other services and items of expense required for the complete performance of all Work in accordance with the Contract Documents.

2.2 Coordination

2.2.1 The Contractor shall coordinate with the Owner's representative for sequencing and scheduling of work.

2.3 Worker Conduct and Clothing

2.3.1 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 resident.

2.3.2 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.

2.4 Surface Water Management and Environmental Controls

2.4.1 The Contractor shall provide and maintain all necessary erosion control in accordance with paragraph 1.3.4 above, the plans, and Specification Section 01575, entitled Erosion and Sedimentation Control, contained herein.

2.5 Permits and Permit Fees

2.5.1 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.

2.5.2 The Contractor shall submit to the Owner's Representative a copy of ALL permits required to be obtained by this Contractor, which are required for the performance of this Work.

2.6 Job Site Cleanliness, Construction Operations Upon and Affecting the Use of the Project Site

2.6.1 Refer to Specification Section 01740 – Cleaning, contained herein, for specifications governing cleaning and job site cleanliness.

2.6.2 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.

2.6.3 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.

2.6.4 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.

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- 2.6.5 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.
 - 2.6.6 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.
 - 2.6.7 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.
 - 2.6.8 Daily clean-up of the construction areas will be strictly enforced. Excess materials or accumulation of debris shall not encumber the site.
 - 2.6.9 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.
 - 2.6.10 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.
 - 2.6.11 Cranes and draglines shall be boomed down at the end of each workday and during periods of inactivity during the workday.
 - 2.6.12 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.
 - 2.6.13 Maintenance and dust abatement of all areas of Work provided by the Contractor shall be performed in a manner acceptable to the Owner.
 - 2.6.14 The Contractor will be responsible for safely barricading open excavations that may present hazards.
- 2.7 Notification to Utility Companies and Excavation Permit**
- 2.7.1 Utility Locate Tickets:
 - 2.7.1.1 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>.
 - 2.7.2 DO NOT BEGIN EXCAVATION until you have:
 - 2.7.2.1 Received and reviewed the RCES Utility Locate Office ticket and notes for utility presence, conflicts, or special conditions AND;
 - 2.7.2.2 Been notified by Sunshine 811 that all public utility locators (RCES/CFTOD, Smart City, TECO/Peoples Gas, Duke Energy, Orange County Utilities, Spectrum, 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.
 - 2.7.3 NOTE: RCES is ONLY RESPONSIBLE for locating the utilities owned by CFTOD and for notifying specific WDW organizations that have underground facilities within CFTOD (WDW

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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.

2.7.4 During Excavation:

2.7.4.1 Protect exposed underground facilities.

2.7.4.2 Keep the locator marks visible throughout the excavation period or request a reissue of the locate.

2.7.4.3 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.

2.7.4.4 Understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be locate 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.

2.7.4.5 Keep a copy of the RCES Locate Ticket and the Sunshine 811 Positive Response at the specific area of work.

2.7.4.6 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.

2.7.4.6.1 The Utility Locate Ticket shall not be construed as a building permit.

2.7.4.6.2 When a utility requests an area to be “HAND-DUG” it means HAND DIG ONLY.

2.7.4.7 The Owner reserves the right to stop excavation at any time for the following reasons:

2.7.4.7.1 The Utility Locate Ticket is not present at the work site.

2.7.4.7.2 The excavation is not in compliance with WDW, RCES, or CFTOD rules and regulations.

2.7.4.7.3 The excavation is endangering personnel, equipment, or existing utilities.

2.7.4.7.4 No restitution will be made for work stoppage for violations of the above-mentioned causes.

2.8 Safety Requirements

2.8.1 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.

2.8.2 Contractor shall provide a Site-Specific Safety Plan and obtain approval by the Owner prior to commencing work.

2.8.3 Contractor shall provide a Hurricane Preparedness plan and obtain Owner approval prior to commencing work. The costs incurred as a result of the implementation of this plan on this contract will be the responsibility of the Contractor.

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2.8.4 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 and 4:00 PM Monday through Friday. All work requiring a temporary lane closure may need to be performed between 11:00 PM and 7:00 AM Sunday through Thursday.
- 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 Material and Equipment Storage Limitations

- 3.2.1 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. The designated lay down yard and employee parking area is anticipated to be in the vicinity of the Project Site.
- 3.2.2 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.
- 3.2.3 The Contractor shall relocate stored materials or equipment at its expense when directed by the Owner’s Representative.
- 3.2.4 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.
- 3.2.5 The Contractor shall be solely responsible for the securing and safekeeping of all of its on-site materials, tools and equipment.
- 3.2.6 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.
- 3.2.7 The Contractor shall not store fuel on site.

PART 4 – CLARIFICATIONS

- 4.1 The work hereunder is not subject to, nor governed by, union and/or trade agreements.

PART 5 – DRAWINGS

Exhibit G – Aerial Maps (10 pages)

Exhibit H – Asbuilts (5 pages)

END OF SECTION 01110

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006430

II. List of Contract Documents

- A. This Exhibit A, Project Description and List of Contract Documents, 7 pages
- B. Exhibit B, Project Milestone Schedule, 1 page
- C. Exhibit C, Recap of Contract Sum, 1 page
- D. Exhibit D, Pending Alternates, 1 page
- E. Exhibit E, Unit Price Schedule, 1 page
- F. Special Contract Conditions, 15 pages, June 2023 Ed.
- G. General Conditions of the Contract for Construction, 26 pages, including table of contents, March 2023 Ed.
- F. Payment Bond, 2 pages
- G. Performance Bond, 2 pages
- H. Consent of Surety for Partial Payment Application (SAMPLE), 1 page
- I. Dual Obligatee (SAMPLE), 1 page
- J. Contractor's Interim Affidavit (SAMPLE), including Schedule A, 2 pages
- K. Contractor's Request for Information (SAMPLE), 1 page
- L. Directive (SAMPLE), 1 page
- M. Change Order (SAMPLE), including Exhibit A, 2 pages
- N. Close-Out Change Order (SAMPLE contains Certificate of Substantial Completion), including Attachments A through G, 10 pages
- O. Punch List (SAMPLE), 1 page
- P. Addenda:
Exhibit F, Addendum 1 and 2, 4 pages
 - Addenda, listed as follows:
 - o Addendum 1, dated October 19, 2023
 - o Addendum 2, dated October 20, 2023
- Q. Drawings:
Exhibit G, Aerial Maps, 10 pages
Exhibit H, Asbuilts, 5 pages
- R. Specifications:
Exhibit I, Reedy Creek Energy Services ("RCES") Electrical Construction Specifications 2009 Rev.4 (Updated 09-09-2022), 664 pages

End of Exhibit A

EXHIBIT B
PROJECT MILESTONE SCHEDULE
Contract No.: C006430

1. The District plans on renovating four (4) RIBS per fiscal year (October 1-September 30).
 - a. All work must be completed by **no later than August 15th each fiscal year** during the duration of the contract.
 - b. When the awarded contractor is creating their schedule, please allow six (6) weeks for the gopher tortoise survey to be completed by the District.
2. The District does reserve the right to change or amend the RIBS to be renovated based on conditions and operational standards in the best interest of the District. The District reserves the right to add additional, or exclude, RIBS each fiscal year based upon operational and best interest of the District. Pricing shall remain the same per RIB for any changes the District makes during that fiscal year.
3. After Board of Supervisors award, the Contractor shall submit their scheduled timeline for completion to the Owner's Representative.
4. 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
YEAR 1 (December 13, 2023 – September 30, 2024)		
Year 1: Shop Drawings Complete	Notice-to-Proceed ("NTP")	NTP +30 days
Year 1: Demolition Complete	Shop Drawing Approval	NTP +30 days
Year 1: Rehabilitation Complete – Substantial Completion	Shop Drawing Approval	NTP +60 days
Year 1: Rehabilitation Complete – Final Completion	Shop Drawing Approval	NTP +90 days
YEAR 2 (October 1, 2024 – September 30, 2025)		
Year 2: Shop Drawings Complete	Notice-to-Proceed ("NTP")	NTP +30 days
Year 2: Demolition Complete	Shop Drawing Approval	NTP +30 days
Year 2: Rehabilitation Complete – Substantial Completion	Shop Drawing Approval	NTP +60 days
Year 2: Rehabilitation Complete – Final Completion	Shop Drawing Approval	NTP +90 days
YEAR 3 (October 1, 2025 – September 30, 2026)		
Year 3: Shop Drawings Complete	Notice-to-Proceed ("NTP")	NTP +30 days
Year 3: Demolition Complete	Shop Drawing Approval	NTP +30 days
Year 3: Rehabilitation Complete – Substantial Completion	Shop Drawing Approval	NTP +60 days
Year 3: Rehabilitation Complete – Final Completion	Shop Drawing Approval	NTP +90 days

NOTE: These dates are estimated dates only and are subject to change.

End of Exhibit B

EXHIBIT C
RECAP OF CONTRACT SUM
Contract No.: C006430

The Contract Sum is based solely on the Contractor's proposed Lump Sum Fixed Price of **\$825,700.00** as itemized below.

Item	Description	Unit	Qty	Unit Price Per Service	Estimated Annual Total
YEAR 1 (December 13, 2023 – September 30, 2024)					
1	RIB Cell 32	Lot	1	\$67,200	\$67,200
2	RIB Cell 33	Lot	1	\$64,500	\$64,500
3	RIB Cell 34	Lot	1	\$64,000	\$64,000
4	RIB Cell 35	Lot	1	\$64,200	\$64,200
5	Concrete Repair Allowance	Lot	1	\$15,000	\$15,000
Estimated Year 1 Annual Total					\$274,900
YEAR 2 (October 1, 2024 – September 30, 2025)					
7	RIB Cell 14	Lot	1	\$64,000	\$64,000
8	RIB Cell 15	Lot	1	\$67,200	\$67,200
9	RIB Cell 16	Lot	1	\$63,500	\$63,500
10	RIB Cell 17	Lot	1	\$65,500	\$65,500
11	Concrete Repair Allowance	Lot	1	\$15,000	\$15,000
Estimated Year 2 Annual Total					\$275,200
YEAR 3 (October 1, 2025 – September 30, 2026)					
12	RIB Cell 18	Lot	1	\$65,500	\$65,500
13	RIB Cell 55	Lot	1	\$63,400	\$63,400
14	RIB Cell 56	Lot	1	\$64,500	\$64,500
15	RIB Cell 59	Lot	1	\$67,200	\$67,200
16	Concrete Repair Allowance	Lot	1	\$15,000	\$15,000
Estimated Year 3 Annual Total					\$275,600
Estimated Three Year Total (Lump Sum Fixed Price)					\$825,700

End of Exhibit C

EXHIBIT D
PENDING ALTERNATES
Contract No.: C006430

THERE ARE NO PENDING ALTERNATES

End of Exhibit D

EXHIBIT E
SCHEDULE OF UNIT PRICES
Contract No.: C006430

THERE ARE NO UNIT PRICES

End of Exhibit E

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**SPECIAL CONTRACT CONDITIONS**

Contract No.: C006430

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
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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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
 Contract No.: C006430
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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**SPECIAL CONTRACT CONDITIONS**

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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.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**SPECIAL CONTRACT CONDITIONS**

Contract No.: C006430

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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 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

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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

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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.

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).

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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 results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or

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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.

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

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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.

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.

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.

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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.

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.

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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.

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:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006430

June 2023 Edition

- 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. 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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
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REEDY CREEK IMPROVEMENT 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 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:

CARR & COLLIER, INC.
2864 West Main Street
Leesburg, Florida 34748 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: January 24, 2024

Contract No. C006430

Project: RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026

Legal Description or Street Address of Project: (Refer to Attachment A for Legal Descriptions of property, attached hereto and made a part hereof).

Contract Sum: EIGHT HUNDRED TWENTY-FIVE THOUSAND, SEVEN HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$825,700.00) (hereinafter "Contract")

BOND:

Date: January 24, 2024

Amount: TWO HUNDRED SEVENTY-FIVE THOUSAND, SIX HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$275,600.00) (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:
CARR & COLLIER, 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:

CARR & COLLIER, INC.
2864 West Main Street
Leesburg, Florida 34748 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: January 24, 2024
Contract No. C006430
Project: RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026

Legal Description or Street Address of Project: (Refer to Attachment A for Legal Descriptions of property, attached hereto and made a part hereof).

Contract Sum: EIGHT HUNDRED TWENTY-FIVE THOUSAND, SEVEN HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$825,700.00) (hereinafter "Contract")

BOND:

Date: January 24, 2024
Amount: TWO HUNDRED SEVENTY-FIVE THOUSAND, SIX HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$275,600.00) (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:
CARR & COLLIER, 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 # C006430

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: **Carr & Collier, Inc.**

By _____

Surety

By _____

CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: CARR & COLLIER, 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.: C006430, dated January 24, 2024, for RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026
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: Carr & Collier, Inc.

By: _____

Print Name/Title

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Date: _____

From: CARR & COLLIER, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006430, dated January 24, 2024, between CENTRAL FLORIDA TOURISM DISTRICT and CARR & COLLIER, 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: C006430

DATE: _____

PROJECT: **RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026**

SUB-PROJECT: _____

CONTRACTOR: Carr & Collier, 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: Carr & Collier, Inc.

Date

Copy: Contract File

Engineer/Architect's Project Manager: _____

Owner's Project Manager: Craig Sandt

PROJECT: RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026

CONTRACTOR: Carr & Collier, Inc.
2864 West Main Street
Leesburg, Florida 34748

CONTRACT NO. C006430

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	<u>\$825,700.00</u>
2.	Total net change by previous Change Orders	<u>«Prior Revisions Fee Amount»</u>
3.	Contract Sum prior to this Change Order	<u>«Prior Contract Sum Amount»</u>
4.	Contract Sum will be adjusted with this Change Order	<u>«Fee Amount»</u>
5.	Adjusted Contract Sum including this Change Order	<u>«Total Contract Fee Amount»</u>
6.	Original Contract Time	<u>«Original Completion Date»</u>
7.	Contract Time prior to this Change Order	<u>«Prior Completion Date»</u>
8.	Adjustment in Contract Time by this Change Order	<u>«Extended Days» days</u>
9.	Adjusted Contract Time including this Change Order	<u>«Current Completion Date»</u>

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
CARR & COLLIER, INC.

Authorized
Signature: _____

Print Name: Glenton Gilzean, Jr.

Title: District Administrator

Date: _____

Authorized
Signature: _____

Print Name: _____

Title: _____

Date: _____

CONTRACT NUMBER: C006430
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: RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026

CONTRACT NUMBER: C006430

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
- \$825,700.00

\$(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. C006430 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: Carr & Collier, Inc.
CONTRACT NUMBER: C006430
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:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Authorized
Signature: _____
Print Name: Glenton Gilzean, Jr.
Title: District Administrator
Date: _____

CONTRACTOR:

CARR & COLLIER, INC.

Authorized
Signature: _____
Print Name: _____
Title: _____
Date: _____

CONTRACTOR: Carr & Collier, Inc.
CONTRACT NUMBER: C006430
CHANGE ORDER NO. (Insert C.O. Number
DATE: (Insert Date)

GENERAL RELEASE

Attachment A

CONTRACT NO. C006430

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, CARR & COLLIER, 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 January 24, 2024, Contract No. C006430, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and CARR & COLLIER, 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___.

Carr & Collier, Inc.
(Contractor)

Signature

Print Name/Title

CONTRACTOR: Carr & Collier, Inc.
CONTRACT NUMBER: C006430
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S AFFIDAVIT

Attachment B
Page 1

From: CARR & COLLIER, 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. C006430, dated January 24, 2024, for the RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026 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.

Carr & Collier, Inc.
(Contractor)

By: _____

Print Name/Title

CONTRACTOR: Carr & Collier, Inc.
CONTRACT NUMBER: C006430
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment B
Page 2

Date: (Insert Date)

From: Carr & Collier, Inc.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006430, dated January 24, 2024, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and CARR & COLLIER, 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.

<u>NAME</u>	<u>AMOUNT DUE AND OWING</u>	<u>OTHER</u>
-------------	-----------------------------	--------------

Please initial: _____
Contractor

CONTRACTOR: Carr & Collier, Inc.
CONTRACT NUMBER: C006430
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

CONTRACTOR'S RELEASE AND WAIVER - INSURANCE

Attachment C

Project: RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026
Contract No.: C006430
Contractor: Carr & Collier, Inc.
Date of Contract: December 13, 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:

(Carr & Collier, Inc.)

Signature: _____
(Signature of Corporate Officer)

Title: _____

CONTRACTOR: Carr & Collier, Inc.
CONTRACT NUMBER: C006430
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

Attachment D

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Carr & Collier, Inc.

CONTRACT NO. C006430

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:

<u>TYPE</u>	<u>COMPANY FILING NOTICE</u>	<u>UNDER AN ORDER GIVEN BY:</u>
-------------	------------------------------	---------------------------------

Please initial: _____
Contractor

CONTRACTOR: Carr & Collier, Inc.
CONTRACT NUMBER: C006430
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: C006430

Project: RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026

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.

Carr & Collier, Inc.
(Contractor)

By: _____

(Title)

Local Representative to be contacted for service:

Contractor: (Carr & Collier, Inc.)
Name: _____
Address: 2864 West Main Street
Leesburg, Florida 34748
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. C006430, dated December 13, 2023, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026 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: Carr & Collier, Inc.
CONTRACT NUMBER: C006430
CHANGE ORDER NO. (Insert C.O. Number)
DATE: (Insert Date)

Attachment G

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006430

PROJECT: RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026

CONTRACTOR: Carr & Collier, 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.: C006430

PROJECT: RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025,
2026

CONTRACTOR: Carr & Collier, 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: October 19, 2023

Title: Rapid Infiltration Basins (RIBS) Renovation for Fiscal Years 2024, 2025, 2026

Bid #: C006430

To: All Bidders

Issued By: Central Florida Tourism Oversight District
Andrea Osinski, Senior Procurement Analyst
aosinski@oversightdistrict.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. QUESTIONS/REPOSSES

Question 1: How many RIBS has the District renovated in the past fiscal years?

Response 1: Last fiscal year, we renovated four (4) RIBS. Based upon operational needs, the District has completed as little as three (3), up to eight (8) RIBS during a fiscal year.

Question 2: Exhibit C - Utilities Specifications were included within the ITB are these needed in order to perform the work?

Response 2: Utilities Specifications are included for locate(s) specifications as outlined in the Exhibit A – Scope of Services.

Question 3: Is the bid bond amount to only include the first year fiscal amount, or for the entire amount of the bid submitted?

Response 3: The bid bond should only include the value of the first fiscal year bid amount.

Question 4: Is grading needed for this project?

Response 4: Grading is not needed, just the liner. However, the awarded contractor must account for any blowout of sand from erosion. Any blowout must go back into the RIBS when renovated. RIBS that are renovated throughout the duration of this contract must be returned to new condition.

Question 5: Are there liquidated damages for this contract?

Response 5: No. Please refer to page 3 of 5, Section 11. Delay Damages Subject to this Project of the ITB C006430 issued.



ITB# C006430

Page 2 of 2

Question 6: Is there a schedule to submit?

Response 6: Yes, the awarded contractor after award is to submit their scheduled timeline for completion. The District plans on renovating four (4) RIBS per fiscal year. All work must be completed by no later than August 15th each fiscal year during the duration of the contract. When the awarded contractor is creating their schedule, please allow six (6) weeks for the gopher tortoise survey to be completed by the District.

The District does reserve the right to change or amend the RIBS to be renovated based on conditions and operational standards in the best interest of the District. The District reserves the right to add additional, or exclude, RIBS each fiscal year based upon operational and best interest of the District. Pricing shall remain the same per RIB for any changes the District makes during that fiscal year.

Question 7: Are there details for the anchor trenches?

Response 7: Please see the attached HDPE liner tie-in drawings included within this addendum.

The anchor trench should be excavated completely around the area to be lined at the top and bottom of the berm. The trench should be at least 24 inches from the top edge of the slope. The trench should be 24 inches deep and about 12 inches wide, or according to the project plans specifications. Care should be taken to avoid construction equipment from coming in direct contact with the HDPE liner.

Question 8: Is there retention on this project? If so, how much? I know the previous project had a 5% retention rate.

Response 8: No retainage.

Question 9: Can all of the liner material needed for all three (3) years of RIB rehabs be delivered all at once in the beginning of the project and stored onsite for the duration? Or will we be required to have three (3) separate material orders for each fiscal year? Ordering and delivering all the material at the beginning of the project fiscal year, but it could prevent having to account for any unnecessary/possible cost increase over time.

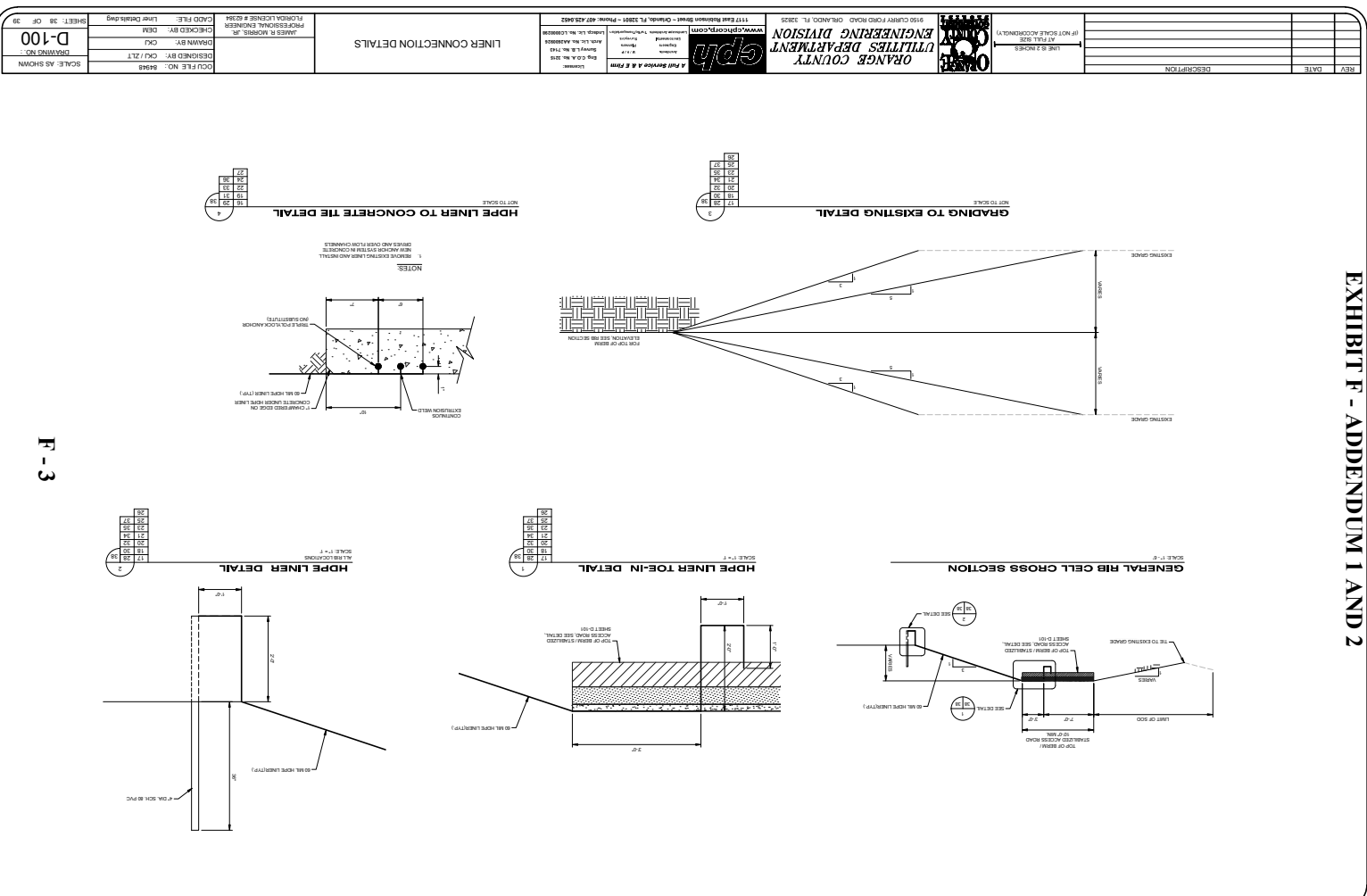
Response 9: No. The lining material will need to be ordered specifically for each year's worth of rehab work at the beginning of each fiscal year.

Question 10: If we are able to order the liner material for all RIBS at the beginning of the project, will we be able to bill and get paid for all of the material delivered and stored onsite at the beginning of the project? I could see how this might be an issue in the beginning since the project is to be budgeted for each fiscal year, but it could prevent having to account for any unnecessary/possible cost increase over time.

Response 10: We will not paying for all of the lining material up front. We will pay for the lining material during the respective fiscal years only.

Question 11: During the meeting, you had mentioned something about security for this project. Could you please elaborate on this?

Response 11: The awarded contractor will need key access for the active project location where RIBS are being renovated. The awarded contractor will need to provide their own lock with allowing the District staff access at all times.





Addendum No. 2

Issue Date: October 20, 2023

Title: Rapid Infiltration Basins (RIBS) Renovation for Fiscal Years 2024, 2025, 2026

Bid #: C006430

To: All Bidders

Issued By: Central Florida Tourism Oversight District
Andrea Osinski, Senior Procurement Analyst
aosinski@oversightdistrict.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. QUESTIONS/REPOSSES

Question 1: Do we need to completely supply new batten bar, or do you want us to re-use the existing bar when possible (as was with previous bid)?

Response 1: If possible, we will reuse the existing batten bar.

END OF ADDENDUM

RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS 2024, 2025, 2026

The scope of work includes rehabilitation of four (4) RIB cells per year as identified below:

- FY 2024: Cells 32, 33, 34, 35
- FY 2025: Cells 14, 15, 16, 17
- FY 2026: Cells 18, 59, 55, 56

*The RIB cluster images below are color indicated and are as follows:

-**Green** indicates a RIB has been rehabbed and work around that area needs to be taken into consideration not to damage new liners.

-**Red** indicates RIB to be rehabbed that fiscal year.

-**Black** indicates no work has been done.



Fiscal year 2024 RIBS 32-47 cluster

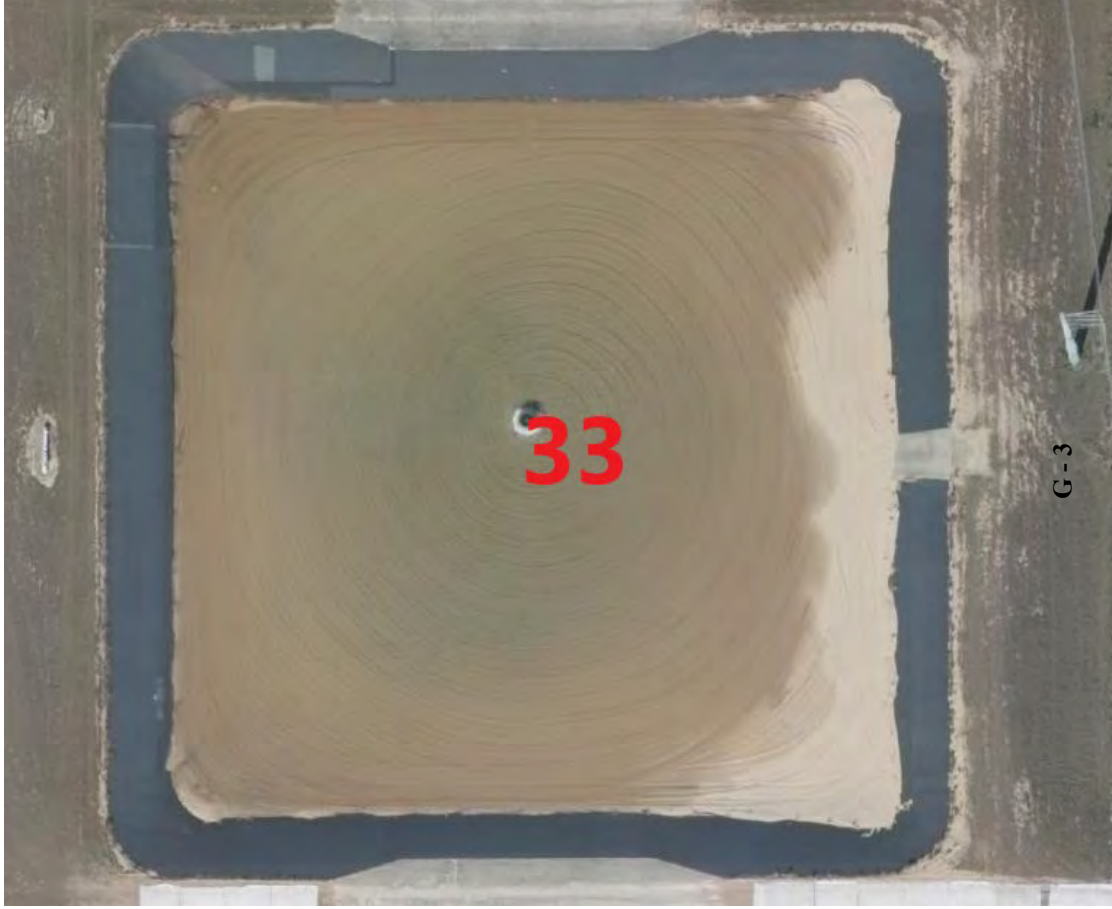
Shown is cluster 32-47 of the Rapid Infiltration Basins

- A. Highlighted in **RED** is RIBs #32, 33, 34 and 35.
- B. This cluster is located on the west side of State Road 429 and can be accessed via a dirt road located between RIB cells 33 and 34 off Flamingo Crossings Blvd.

Pages 3 &4 show a closeup view of the RIB's 32, 33, 34 and 35.



RIBS 32 and 33



RIBS 34 and 35



Fiscal year 2025 RIBS 1-18 cluster

Shown is cluster 1-18 of the Rapid Infiltration Basins

- A. Highlighted in **RED** is RIBs #14, 15, 16 and 17.
- B. This cluster is located on the east side of State Road 429 and can be accessed through two gates, one at the north side in between RIB cells 1 and 2, or the south gate next to RIB cell 11.

Pages 6 & 7 show a closeup view of the RIB's 14, 15, 16 and 17.



RIBs 14 and 15



RIBs 16 and 17



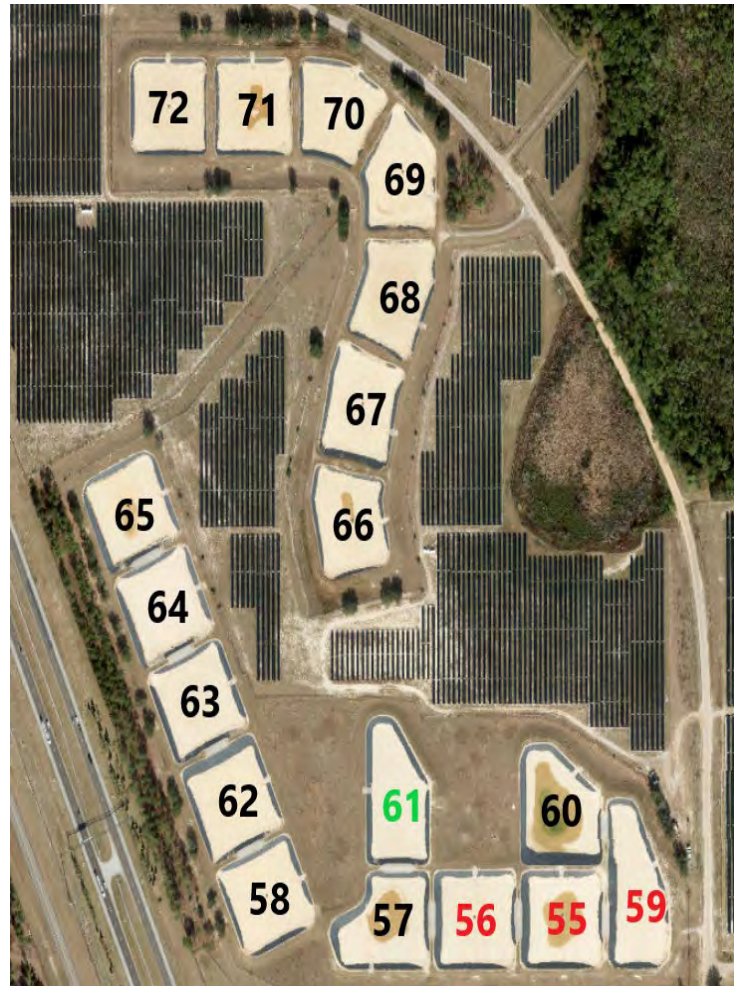
Images shown are from RCID ARC GIS

Fiscal year 2026 RIBS 59-72 cluster

Shown is cluster 59-72 of the Rapid Infiltration Basins

- A. Highlighted in **RED** is RIBs #59, 55, 56 and 18.
- B. This cluster is located on the east side of State Road 429 and can be accessed via a dirt road located just east of RIB cell 59.
- C. **The fourth RIB to be rehabbed for this fiscal year is located in RIB cluster 1-18** and can be accessed through two gates, one at the north side in between RIB cells 1 and 2, or the south gate next to RIB cell 11.

Pages 9 &10 will show a closeup view of the RIB's 59, 55, 56 and 18.





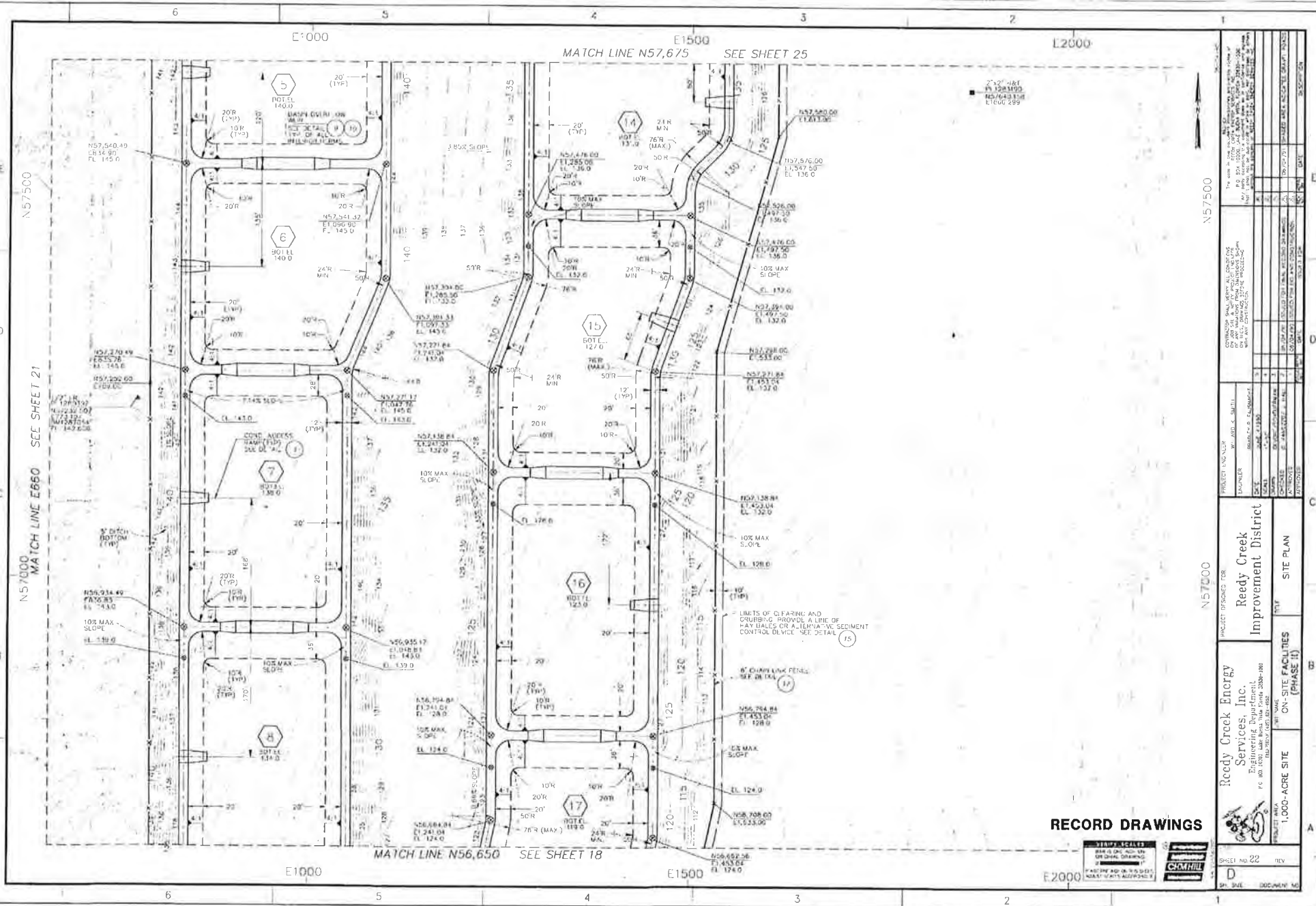
RIBs 59 and 18



RIBs 55 and 56





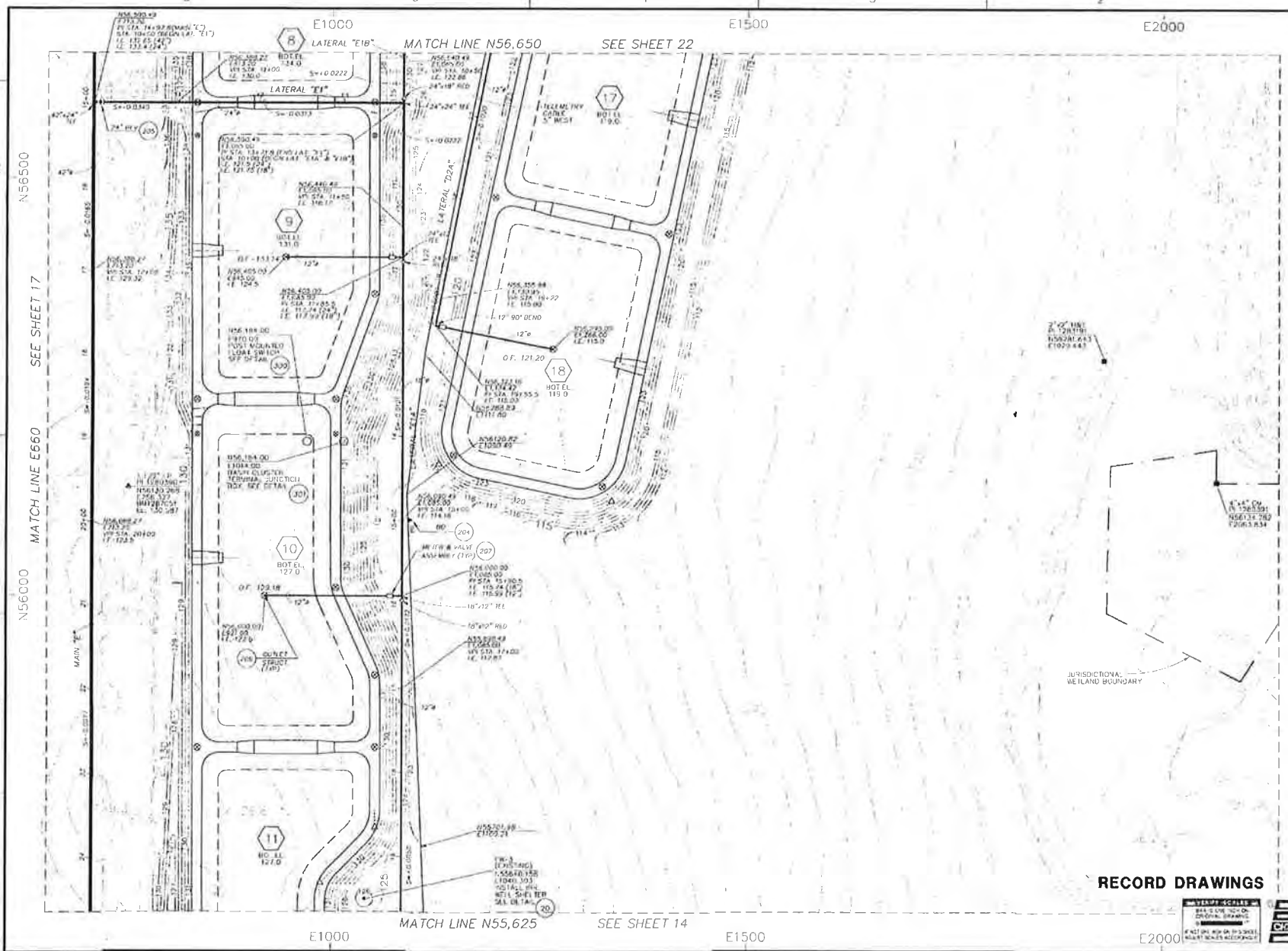




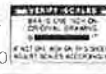
DRAWINGS

EXHIBIT H - ASBUILTS

Contract No. C006430



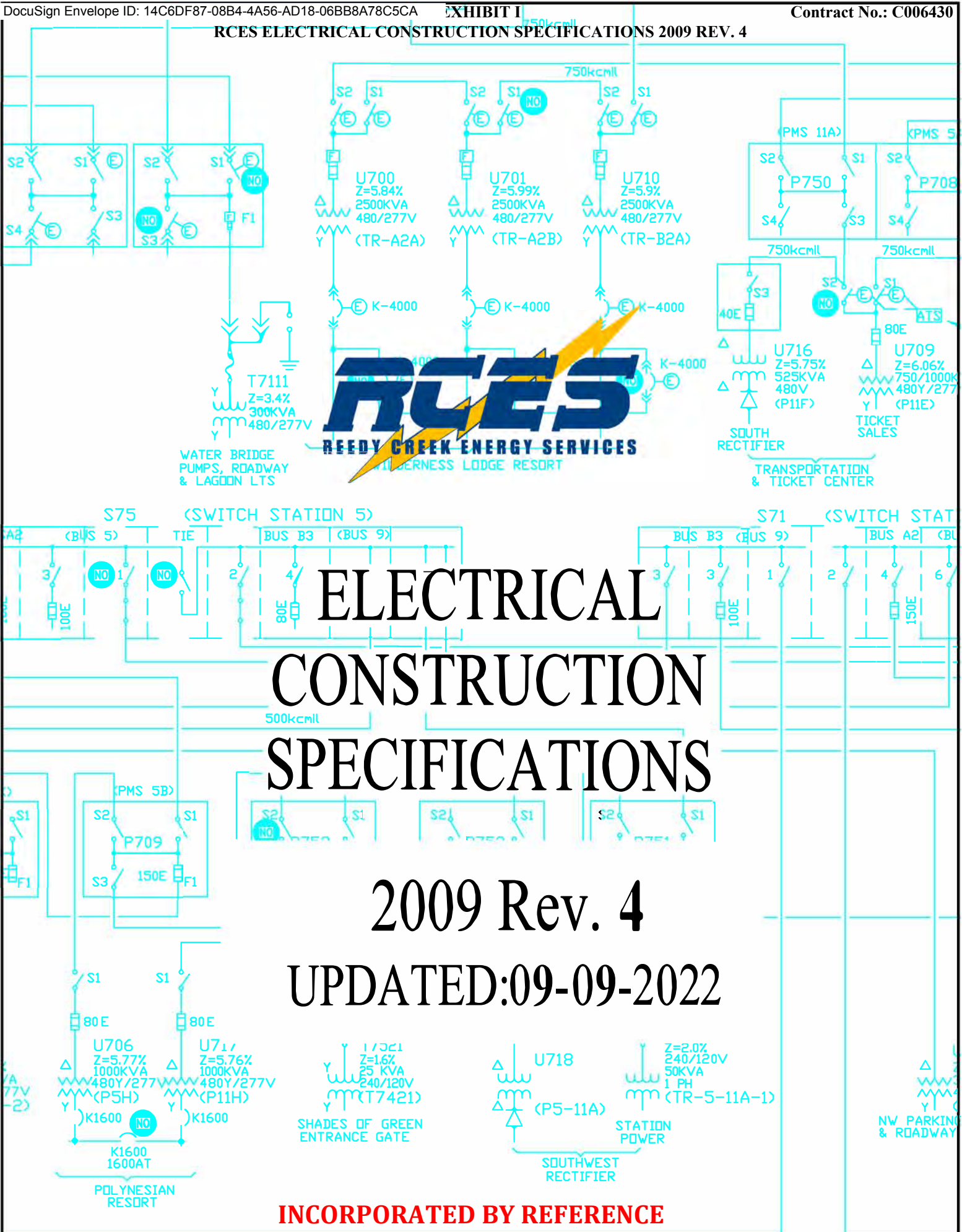
RECORD DRAWINGS



PROJECT PROVIDED FOR		PROJECT NO. 18A	
Reedy Creek Energy Services, Inc.		DATE	
Improve District		1/1/2018	
ON-SITE FACILITIES (PHASE II)		DRAWN BY	
1,000-ACRE SITE		CHECKED BY	
		APPROVED BY	
		DATE	
		SHEET NO.	
		18A	
		REV.	
		D	
		DOCUMENT NO.	
		1	



RCES ELECTRICAL CONSTRUCTION SPECIFICATIONS 2009 REV. 4



INCORPORATED BY REFERENCE



Exhibit D - Bid Submittal Affidavit

Title: Rapid Infiltration Basins (RIBS) Renovation for Fiscal Years 2024, 2025, 2026

Bid #: C006430

Contact: Central Florida Tourism Oversight District
Andrea Osinski, Senior Procurement Analyst
bids@rcid.org
(689) 254-4346

SECTION 1. BASE BID

Company Name: Carr & Collier 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 Base Bid Work for the Lump Sum Fixed Price of:

(Base Bid in words)

Eight Hundred Twenty-Five Thousand Seven Hundred and No Cents DOLLARS

(\$ 825,700.00) 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 10/19/2023.

Addendum No. 2, dated 10/20/2023.

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 a signed **Exhibit D** – Bid Affidavit.
- ☒ 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 Central Florida Tourism Oversight District.
- ☒ Bidder has submitted **Exhibit B** – Bid Pricing Form.
- ☒ Bidder has submitted **Exhibit E** – Client Reference List.

SECTION 4. BID AFFIDAVIT; NON-COLLUSION

I, Reynolds Holiman, Vice President, 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 24th day of October, 2023.

LEGAL COMPANY NAME:

Carr & Collier Inc.

By: _____

(Signature)

Printed Name: Reynolds Holiman

Title: Vice President

Telephone: (352) 764-3700

E-Mail: estimate@carrandcollier.com

Home Office Address: 2864 W. Main Street, Leesburg, FL 34748

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Carr & Collier, Inc., 2864 W. Main Street, Leesburg, FL 34748
as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950
a corporation duly organized under the laws of the State of PA as Surety, hereinafter called the Surety, are held and firmly bound unto

Central Florida Tourism Oversight District, 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830
as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the amount bid

Dollars (\$)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
C006430; Rapid Infiltration Basins (RIBS) Renovation for Fiscal Years 2024, 2025, 2026, 2151 S. Service Lane, Bay Lake, FL 32830

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of October, 2023.

Dianne Woods
(Witness) Dianne Woods

R. Sharp
(Witness)

Carr & Collier, Inc.

(Principal)

Reynolds Holman
Reynolds Holman, Vice President

Philadelphia Indemnity Insurance Company

(Surety)

Paul A. Locascio
Paul A. Locascio, Attorney-in-Fact
& Florida Licensed Resident Agent

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint L. Dale Waldorff, Benjamin H. French, Paul A. Locascio, Rebekah F. Sharp, K. Wayne Walker, Trava Ridlon, Ronald J. Hays, Joshua T. Morgan of M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$100,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

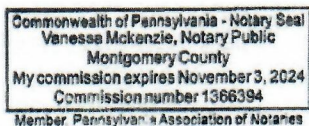


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

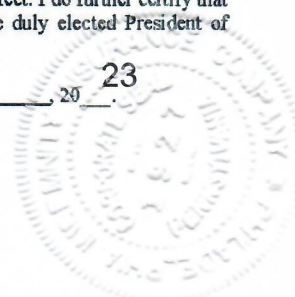
November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of October, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





CENTRAL FLORIDA TOURISM
OVERSIGHT
DISTRICT

EXHIBIT C – Bid Pricing Form

ITB No.: C006430

RAPID INFILTRATION BASINS (RIBS) RENOVATION FOR FISCAL YEARS

Project: 2024, 2025,

Company Name: Carr & Collier, Inc.

Note: Fill In All Pink Areas And Totals Should Automatically Tabulate.

Included within this bid submittal is a yearly allowance towards Concrete Repair. This allowance will only be used on an as needed basis.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE PER SERVICE	ESTIMATED ANNUAL TOTAL
YEAR ONE (10/01/2023 TO 09/30/2024)					
1	RIB Cell 32	LOT	1	\$ 67,200.00	\$ 67,200.00
2	RIB Cell 33	LOT	1	\$ 64,500.00	\$ 64,500.00
3	RIB Cell 34	LOT	1	\$ 64,000.00	\$ 64,000.00
4	RIB Cell 35	LOT	1	\$ 64,200.00	\$ 64,200.00
	Allowance for Concrete Repair	LOT	1	\$ 15,000.00	\$ 15,000.00
ESTIMATED YEAR 1 ANNUAL TOTAL					\$ 274,900.00
YEAR TWO (10/01/2024 TO 09/30/2025)					
5	RIB Cell 14	LOT	1	\$ 64,000.00	\$ 64,000.00
6	RIB Cell 15	LOT	1	\$ 67,200.00	\$ 67,200.00
7	RIB Cell 16	LOT	1	\$ 63,500.00	\$ 63,500.00
8	RIB Cell 17	LOT	1	\$ 65,500.00	\$ 65,500.00
	Allowance for Concrete Repair	LOT	1	\$ 15,000.00	\$ 15,000.00
ESTIMATED YEAR 2 ANNUAL TOTAL					\$ 275,200.00
YEAR THREE (10/01/2025 TO 09/30/2026)					
9	RIB Cell 18	LOT	1	\$ 65,500.00	\$ 65,500.00
10	RIB Cell 55	LOT	1	\$ 63,400.00	\$ 63,400.00
11	RIB Cell 56	LOT	1	\$ 64,500.00	\$ 64,500.00
12	RIB Cell 59	LOT	1	\$ 67,200.00	\$ 67,200.00
	Allowance for Concrete Repair	LOT	1	\$ 15,000.00	\$ 15,000.00
ESTIMATED YEAR 3 ANNUAL TOTAL					\$ 275,600.00
ESTIMATED THREE YEAR TOTAL					\$ 825,700.00



EXHIBIT E – Client Reference List

ITB No.: C006430

Project: Rapid Infiltration Basins (RIBS) Renovation for Fiscal Years 2024, 2025, 2026

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 Deltona	WVWS Aquifer Recharge Program Ph 1	2/2020	11/2020

DESCRIPTION OF SERVICES PERFORMED AND CHEMICALS SUPPLIED AND DELIVERED

Construction of three (3) RIBs north of existing site; new piping from existing control valve; new stabilized driveways; excavation/grading; two (2) metal gates.

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
City of Auburndale	Regional WWTF Sprayfield and Rapid Infiltration Basins	11/2019	12/2020

DESCRIPTION OF SERVICES PERFORMED AND CHEMICALS SUPPLIED AND DELIVERED

Construction of reclaimed water spray fields (5 zones) and reclaimed water RIBs including 1,400 LF 16", 6,200 LF 12", 4,000 LF 6" reclaimed water line; concrete pads/structures; 1,190 LF barbed wire fencing; 10,000 SY crushed concrete access road

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
City of Clermont	East Side Water Reclamation Facility RIB Rerate	8/2020	4/2021

DESCRIPTION OF SERVICES PERFORMED AND CHEMICALS SUPPLIED AND DELIVERED

Expand capacity of RIBs by modifying existing 15-cell RIB system to create four (4) larger RIBs by replacing 940 LF 6", 780 LF 10", 240 LF 12", 29 LF 16", 560 LF 24" piping; modification of yard piping, magnetic flow meter, control valves; relocate/replace flow metering station; construction of two (2) monitoring wells

CLIENT NAME	PROJECT NUMBER & NAME	START DATE	COMPLETION DATE
Utilities Commission, City of New Smyrna Beach	Reuse Reservoir Expansion and Pump Station Replacement	7/2021	10/2022

DESCRIPTION OF SERVICES PERFORMED AND CHEMICALS SUPPLIED AND DELIVERED

Expansion of reclaimed water reservoir, replacement of reuse pump station and intake structure including demolition of existing pump station, construction of new wet well, intake and pump station, yard piping, concrete driveway, fencing, electrical/instrumentation.

				Carr & Collier, Inc.* Leesburg, FL (Lake County)		COMANCO Environmental Corporation Plant City, FL (Hillsborough County)		
ITB C006430 RAPID INFILTRATION BASINS (RIBS) FISCAL YEARS 2024, 2025, 2026								
Item Description			Unit	Qty	Unit Price	Extension	Unit Price	Extension
YEAR 1					Year 1		Year 1	
1	RIB Cell 32		LOT	1	\$67,200	\$67,200	\$90,035	\$90,035
2	RIB Cell 33		LOT	1	\$64,500	\$64,500	\$90,035	\$90,035
3	RIB Cell 34		LOT	1	\$64,000	\$64,000	\$90,035	\$90,035
4	RIB Cell 35		LOT	1	\$64,200	\$64,200	\$90,035	\$90,035
5	Concrete Repair Allowance		LOT	1	\$15,000	\$15,000	\$15,000	\$15,000
Sub Total Year 1					\$274,900		\$375,140	
YEAR 2					Year 2		Year 2	
7	RIB Cell 14		LOT	1	\$64,000	\$64,000	\$90,035	\$90,035
8	RIB Cell 15		LOT	1	\$67,200	\$67,200	\$90,035	\$90,035
9	RIB Cell 16		LOT	1	\$63,500	\$63,500	\$90,035	\$90,035
10	RIB Cell 17		LOT	1	\$65,500	\$65,500	\$90,035	\$90,035
11	Concrete Repair Allowance		LOT	1	\$15,000	\$15,000	\$15,000	\$15,000
Sub Total Year 2					\$275,200		\$375,140	
YEAR 3					Year 3		Year 3	
12	RIB Cell 18		LOT	1	\$65,500	\$65,500	\$90,035	\$90,035
13	RIB Cell 55		LOT	1	\$63,400	\$63,400	\$90,035	\$90,035
14	RIB Cell 56		LOT	1	\$64,500	\$64,500	\$90,035	\$90,035
15	RIB Cell 59		LOT	1	\$67,200	\$67,200	\$90,035	\$90,035
16	Concrete Repair Allowance		LOT	1	\$15,000	\$15,000	\$15,000	\$15,000
Sub Total Year 3					\$275,600		\$375,140	
GRAND TOTAL					\$825,700		\$1,125,420	

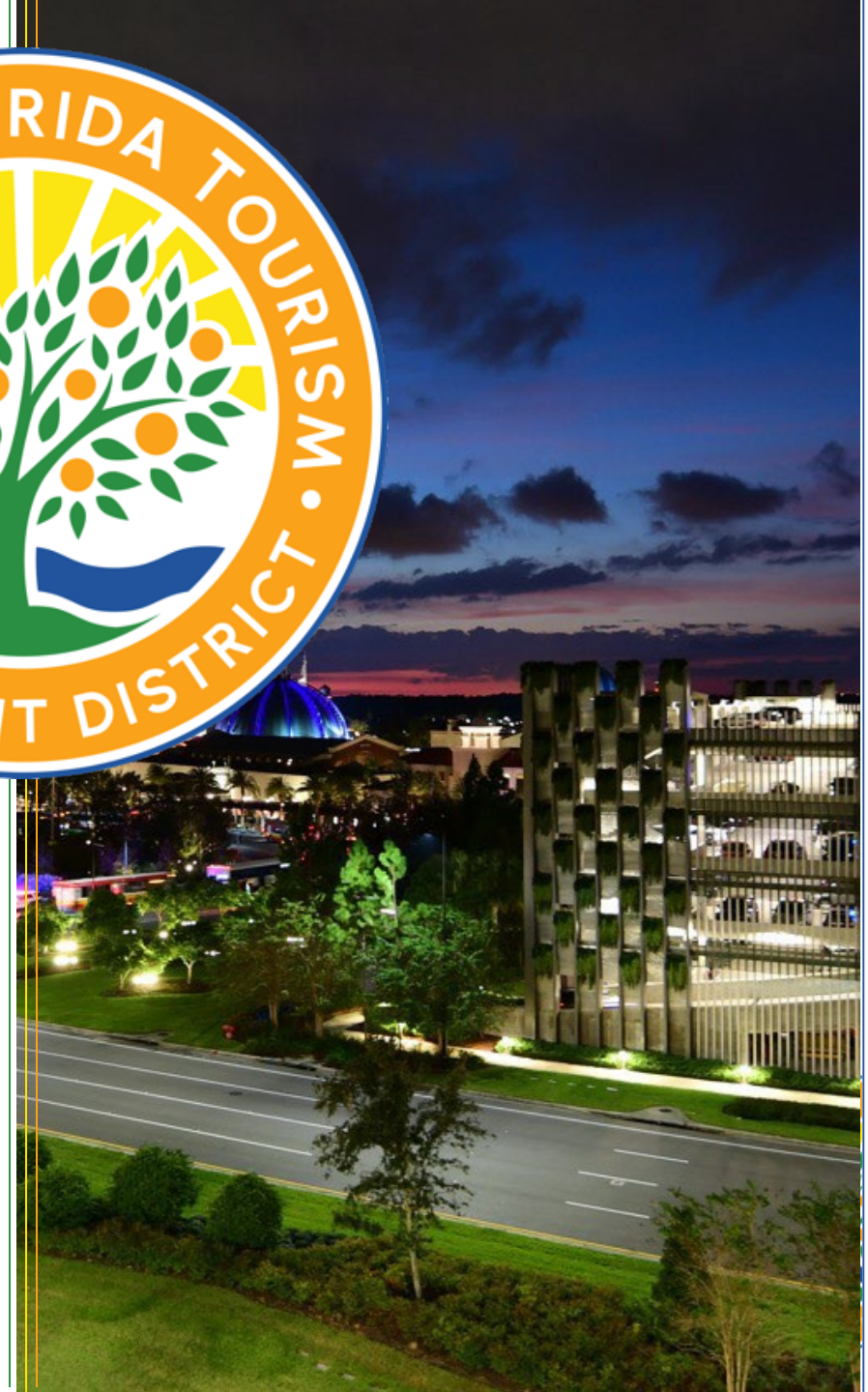
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RAPID INFILTRATION BASIN RENOVATION

(3-year contract with Carr & Collier, Inc.)



January 24, 2024



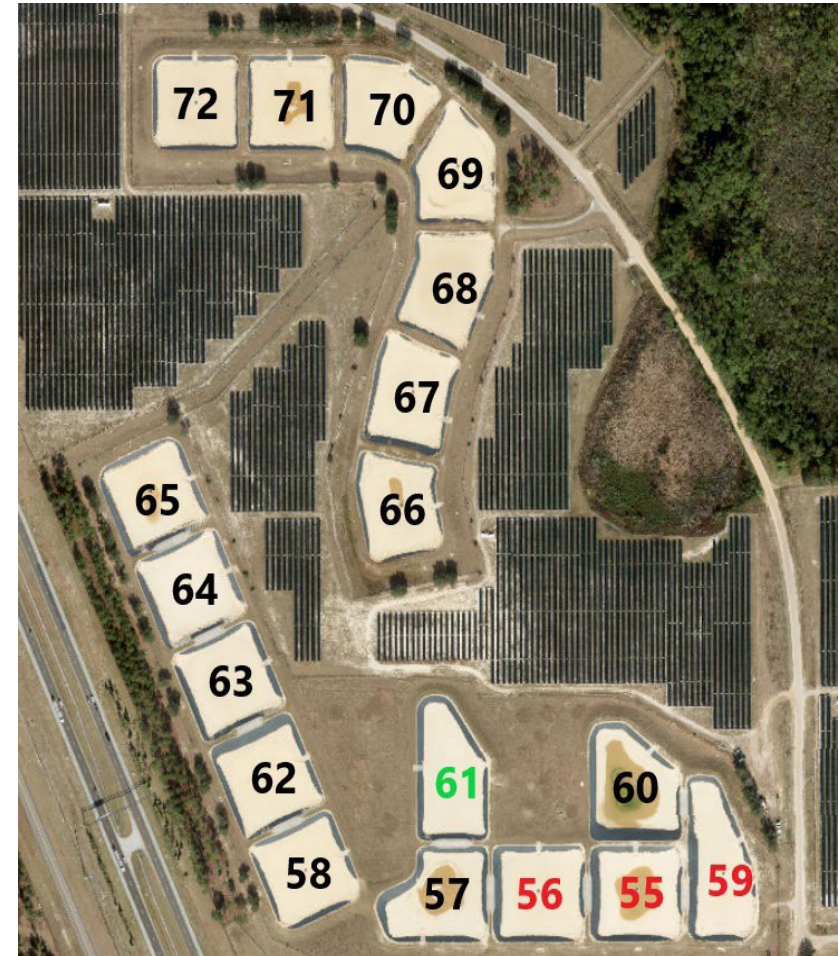
Rapid Infiltration Basin (“RIB”) Renovation

- The scope of work includes rehabilitation of four (4) RIB cells per year:
 - FY 2024: Cells 32, 33, 34, 35
 - FY 2025: Cells 14, 15, 16, 17
 - FY 2026: Cells 18, 55, 56, 59
- The RIB cluster coloring on the following pages indicates:
 - **Green:** RIB has been rehabbed and work around that area needs to be taken into consideration not to damage the new liners.
 - **Red:** RIB shall be rehabbed during the fiscal year.
 - **Black:** no work shall be required under the contract.



Rapid Infiltration Basin Renovation

RIB cells scheduled for renovation during the contract term



Rapid Infiltration Basin Renovation

Examples of RIBS requiring rehabilitation, arrows indicate outfalls



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.3

Page 1 of 1

Meeting Date	
January 24, 2024	
Agenda Item Name	
Ten-year renewal utilizing Florida Gas Transmission Company for natural gas firm transportation service	
Requested Action	
Board approval of \$320,000 annually for natural gas firm transportation service.	
Staff Report	
Natural gas transportation agreement is necessary for District operations	
Additional Analysis	
Central Florida Tourism Oversight District (“CFTOD”) uses natural gas for various utility requirements, and entered into natural gas pipeline transportation service agreement #K3631 with the Florida Gas Transmission Company (FGT) dated December 1991. The agreement allows CFTOD to utilize FGT’s pipeline system to transport natural gas supplies to CFTOD’s natural gas customers.	
Fiscal Impact Summary	
Funding for this purchase is budgeted for FY2024-25 in the amount of \$320,000, and will be budgeted for subsequent years as such.	
Exhibits Attached	
Florida Gas Transmission Company renewal	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 01/24/2024

Subject: Renewal of Contract# FTG3631- Florida Gas Transmission Company transportation service

Presented By: Ray M Crooks, Director – Utility Business Affairs

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.3 Contract # FTG3631 ten-year renewal utilizing Florida Gas Transmission Company for natural gas firm transportation service with an estimated annual cost of \$320,000

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

Central Florida Tourism Oversight District (“CFTOD”) uses natural gas for various utility requirements, and entered into natural gas pipeline transportation service agreement #K3631 with the Florida Gas Transmission Company (FGT) dated December 1991. The agreement allows CFTOD to utilize FGT’s pipeline system to transport natural gas supplies to CFTOD’s natural gas customers.

In 2014, as a condition of a filed FGT Settlement with the FERC, the District has the right to extend the term of the agreement for subsequent 10-year terms. The District’s most recent 10-year extension for contract #K3631 agreement began on April 1, 2015, and ends on February 28, 2025. This agenda item allows CFTOD to extend Contract #K3631 for another 10-year term beginning March 1, 2025.

FINDINGS AND CONCLUSIONS:

The Utilities Services Department is requesting approval of Contract# K3631 with Florida Gas Transmission Company for natural gas transmission. Staff recommends approving the renewal for the period of **March 01, 2025**, through **February 28, 2035**.

An example of the annual cost is below. This is estimated based upon the amount of natural gas utilized.

Annual FGT Contract #3631 Transportation Cost			
	#K3631	#K3633	
	FTS2	FTS2	
	\$	MMBtu	
Oct-22	\$29,376	57,040	
Nov-22	\$23,716	46,050	
Dec-22	\$24,506	47,585	
Jan-23	\$24,506	47,585	
Feb-23	\$22,135	42,980	
Mar-23	\$24,506	47,585	
Apr-23	\$23,716	46,050	
May-23	\$29,376	57,040	
Jun-23	\$28,428	55,200	
Jul-23	\$29,376	57,040	
Aug-23	\$29,376	57,040	
Sep-23	\$28,428	55,200	
Total	\$317,443	616,395	
Average Cost \$/MMBtu==>>	\$0.5150		

FISCAL IMPACT:

Funding for this purchase is budgeted for FY2024-25 in the amount of \$320,000, and will be budgeted for subsequent years as such.

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 Extension
Original Contract

SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE

THIS AGREEMENT entered into this 12 day of December, 1991,
by and between Florida Gas Transmission Company, a Corporation of
the State of Delaware (herein called "Transporter"), and **Reedy
Creek Improvement District**, (herein called "Shipper").

W I T N E S S E T H :

WHEREAS, Shipper wishes to purchase firm natural gas
transportation service from Transporter and Transporter wishes to
provide firm natural gas transportation service to Shipper; and

WHEREAS, Shipper has completed and submitted to Transporter a
valid request for firm transportation service ("Request"); and

WHEREAS, in accordance with such Request, such service will be
provided by Transporter for Shipper in accordance with the terms
hereof.

NOW THEREFORE, in consideration of the premises and of the
mutual covenants and agreements herein contained, the sufficiency
of which is hereby acknowledged, Transporter and Shipper do
covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through
Transporter's Rate Schedule FTS-2, the following terms when used
herein shall have the meanings set forth below:

1.1 The term "Gas" shall mean pipeline quality natural gas which complies with the quality provisions set forth in the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Volume No. 1, and includes gas well gas, casinghead gas and residue gas remaining after processing thereof.

1.2 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 3.3 hereof or in compliance with any final FERC order affecting such rate schedule.

1.3 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth in Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas Shipper may tender for transportation in the aggregate to all Points of Receipt, exclusive of Transporter's Fuel, and receive at all Point(s) of Delivery as specified on Exhibits A and B hereto on any day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's Fuel. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt

Points, up to the maximum daily quantity specified for each such Point on Exhibit A hereto, and to transport and deliver to Shipper at each Delivery Point specified on Exhibit B, up to the maximum daily quantity specified for each such point on Exhibit B, the amount tendered by Shipper less Transporter's Fuel, (as provided in Rate Schedule FTS-2), provided, however, that Transporter shall never be required to transport and deliver on any day more than the MDTQ.

ARTICLE III
Rate Schedule

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-2 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

3.2 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

3.3. Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes authorized by such authority in (a) the rates and charges applicable to its Rate Schedule FTS-2, (b) Rate Schedule FTS-2 pursuant to which this service is rendered; provided, however, that the firm character of service shall not be subject to change hereunder, or (c) any

provisions of the General Terms and Conditions applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV
Term of Agreement

4.1 This Agreement shall become effective upon the "in-service date of the Phase III Facilities", which shall be deemed to be the first day of the month following the date on which Transporter gives notice to the Commission that the Phase III Facilities, as defined in Article X of this Agreement, are in-service, and shall continue in effect for a primary term (which shall not be less than a period of twenty years) of 20 years.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for service provided pursuant to this Agreement, Transporter, in addition to any other rights it may have, shall also have the right to suspend or terminate service as permitted by the applicable provision of the General Terms and Conditions to Transporter's FERC Gas Tariff.

ARTICLE V
Point(s) of Receipt and Delivery
and Maximum Daily Quantities

5.1 The Point(s) of Receipt and maximum daily quantity for each point(s) for all gas delivered by Shipper into Transporter's

pipeline system under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto.

5.2 The Point(s) of Delivery and maximum daily quantity for each point(s) for all gas delivered by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

ARTICLE VI Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company
P. O. Box 1188
Houston, Texas 77251-1188
Attention: Contract Management Department

Shipper: Reedy Creek Improvement District
1675 Lake Buena Vista Drive, P. O. Box 10,170
Lake Buena Vista, Florida 32830-0170
Attention: H. Robert Kohl and Thomas M. Moses

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company
NCNB National Bank
Account No. 001658806
Charlotte, North Carolina

ARTICLE VII Facilities

Subsequent to commencement of service under this Agreement, Transporter shall not be obligated to, but may, at its reasonable

discretion, subject to the written agreement of Shipper, construct or acquire new facilities, or expand existing facilities, in order to perform service under this Agreement. For purposes of this Agreement and Rate Schedule FTS-2, an expanded facility shall be deemed to be a new facility. If in Transporter's reasonable judgment it is necessary to construct or acquire new facilities, or to expand existing facilities, in order to enable Transporter to receive or deliver Shipper's MDTQ at the Point(s) of Receipt and Delivery, and Transporter determines as provided herein to construct, acquire, or expand such facilities, then Transporter shall notify Shipper of the additional cost required, and such facilities shall, subject to the receipt and acceptance by Transporter of any necessary authorizations, permits and approvals, be constructed, acquired or expanded to permit the receipt and delivery of gas as provided for herein. Shipper agrees to reimburse Transporter, promptly upon receipt of Transporter's invoices, for all costs and expenses incurred under this Article VII by Transporter for any pipeline and related facilities including but not limited to the cost of any tap, electronic measurement equipment or data communications equipment for new meters, and appurtenant equipment and materials, and overhead expenses. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper, as calculated

pursuant to the Commission's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE VIII
Regulatory Authorizations and Approvals

8.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization that is acceptable in form and substance to Transporter to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, or any successor thereto which is substantially similar in form and content, and this Service Agreement. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE IX
Pressure

9.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

9.2 Transporter shall have no obligation to provide compression and/or alter its system operations to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE X
Other Provisions

10.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

10.2 Service pursuant to this Agreement is expressly subject to the following conditions:

- (a) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Phase III facilities as described in Transporter's certificate application, as it may be amended or supplemented from time to time, and to effectuate the proposed service hereunder (hereinafter "Phase III Facilities"). All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority

be final and/or no longer subject to appeal or rehearing. Such authorization shall include approval of a capacity allocation methodology acceptable to Transporter in the event requests for service for the proposed Phase III Facilities exceed the availability of the expanded capacity which Transporter, in its sole discretion, is willing to build;

- (b) Receipt and acceptance by Transporter of all other approvals required to construct the Phase III Facilities including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (c) The receipt of executed firm transportation service agreements from other shippers sufficient to economically justify construction of the Phase III Facilities, in Transporter's sole opinion.
- (d) The approval of rates by the Commission for transportation services provided on the Phase III Facilities that are acceptable to Transporter, in Transporter's sole opinion. Shipper agrees to support a

levelized rate methodology for the Phase III Facilities in any proceeding before the Commission during the term of this Agreement.

- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter;
- (f) Transporter obtaining financing to construct the Phase III Facilities that is satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing;
- (g) Transporter's and Shipper's obligations hereunder shall be subject to the provisions of any final FERC order determining an allocation of capacity of Transporter's Phase III Facilities. However, in the event such allocation of capacity does not provide Shipper with the MDTQs set forth in the Subscription Quantity Form, which is required to be completed and signed by Shipper and which is incorporated herein by reference, Shipper shall have the option to terminate this Agreement within fifteen (15) days of notice by Transporter of Shipper's allocation. If Shipper agrees to accept service for a lesser amount, Transporter shall provide service at such lesser amount in the event all other conditions set forth in this Article X are satisfied.

- (h) In the event that all requisite approvals necessary to effectuate the proposed service hereunder are not granted in satisfactory form on or before December 31, 1993, then at such time either party shall have the right to terminate this Agreement upon sixty days written notice; provided, however, that if such approvals are obtained prior to the expiration of the sixty day notice period, such notice shall be of no further force or effect and this Agreement shall continue in accordance with the terms herein.
- (i) Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing service commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement; provided, however, that Shipper is not precluded from exercising its right to contest specific provisions contained in Transporter's certificate application filed in Docket No. CP92-182, as it may be amended.
- (j) At any time prior to Transporter's acceptance of all authorizations necessary to construct the Phase III Facilities, Transporter retains the right to terminate

this Agreement, and to withdraw any requests or applications for regulatory approvals, and to terminate this project, at any time Transporter determines in its sole discretion that the project is no longer economical to pursue.

- (k) Shipper is obligated to reimburse Transporter for the construction of taps, meters, receipt and delivery point upgrades, construction of supply and delivery laterals not included in the description of the Phase III Facilities and any other construction necessary to receive gas into, and deliver gas from, Transporter's Phase III Facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper, as calculated pursuant to the Commission's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Transporter shall have title to and the exclusive right to operate and maintain all such facilities.
- (l) The rate filed in FGT's Phase III certificate application in Docket No. CP92-182-000 is for illustrative proposes only. On or before April 30, 1992, FGT intends to amend the certificate application to finalize the design of

facilities necessitated by the level of subscription reflected in executed service agreements. Such filing shall include an initial rate based upon the final facility design. In the event FGT files for Commission approval of an initial 100 percent load factor rate (not including applicable surcharge(s) and fuel costs) for services pursuant to the Phase III firm service agreements that is equal to or greater than \$0.80 per MMBtu, Shipper would have a one time option to terminate or reduce the MDTQ reflected in its Phase III firm service agreement(s) upon written notice to FGT. Such termination notice must be received by FGT on or before 30 days from the date Shipper receives notice of FGT's filing proposing an initial rate. Failure to provide such notice shall constitute Shipper's agreement to pay for service pursuant to the Phase III firm service agreements at the initial rate ultimately approved by the Commission in any Commission proceeding, as such rate may be changed from time to time in subsequent proceedings.

- (m) If Article X, section 10.2 (m) of the FTS-2 Service Agreement between Orlando Cogen(II), Inc. and Florida Gas Transmission Company dated December 12, 1991, is approved by the FERC in a manner satisfactory to Shipper, and Shipper notifies Transporter of such satisfaction in writing, Transporter agrees to reduce the MDTQ listed in Exhibit B by 10,700 (MMBTU) for November-April and 10,700 (MMBTU) for May-October without liability to either party for such deductions.

In the event the conditions set forth in this Article X are not satisfied, this Agreement shall be deemed null and void upon written notice by Transporter to Shipper.

ARTICLE XI

Miscellaneous

11.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided, however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party which shall not be unreasonably withheld, and any other regulatory authorizations deemed necessary by Transporter.

11.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

11.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

11.4 This Agreement shall not be binding upon Transporter until executed by Transporter.

11.5 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

FLORIDA GAS TRANSMISSION COMPANY

By: Peter E Weidner TCB

Title: Vice President,
Business Development

ATTEST:

By: [Signature]

Title: Vice President & CFO

Date: _____

SHIPPER

REEDY CREEK IMPROVEMENT DISTRICT

By: Thomas M. Mores

Title: DISTRICT ADMINISTRATOR

ATTEST:

By: Donna L. Palmer

Title: DISTRICT CLERK

Date: DECEMBER 11, 1991

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FLORIDA GAS

REEDY CR

TRANSPORTATION SERVICE AGREEMENT

THIS AMENDMENT is entered into on the 11th day of 1993, between Florida Gas Transmission Company ("Transp Delaware corporation and Reedy Creek Improvement ("Shipper"), a public corporation of the State of Flori

W I T N E S S E S

WHEREAS, Transporter and Shipper are parties to Transportation Service Agreement dated December 12, Service under Rate Schedule FTS-2 of Transporter's F.R.C. Gas Tariff (hereinafter referred to individually as "Contract No. 3631 and "Contract No. 3632" and collectively as "FTS-2 Service Agreements") and Shipper is a Phase III Shipper; and,

WHEREAS, solely for administrative purposes, Transporter and Shipper desire to combine the rights, obligations, and liabilities, including the Maximum Daily Transportation Quantities, of the FTS-2 Service Agreements into one FTS-2 service agreement by canceling Contract No. 3632 and revising Contract No. 3631 to include all rights, obligations, and liabilities previously covered by Contract No. 3632; and,

WHEREAS, Transporter and Shipper are parties to the Offer of Settlement filed on August 25, 1992, in Docket No. CP92-182, at All, which represented the agreement between the parties resolving all non-environmental issues, including but not limited to, rate design, levelized rate methodology, cost allocation, supply area capacity, allocation of receipt point capacity, and terms and conditions of firm transportation service through Transporter's Phase III Expansion ("Settlement"); and,

WHEREAS, the parties agreed, pursuant to paragraph 3 of Article II (Negotiated Allocation of Risk Among FOT and The Signatory Parties) of the Stipulation and Agreement contained in the Settlement, to execute, within sixty (60) days of Transporter's acceptance of an order from the Federal Energy Regulatory Commission ("Commission"), an amendment to the FTS-2 Service Agreements between Transporter and each Phase III Shipper that (i) incorporates the Rate Caps elected by such Phase III Shipper; and (ii) deletes any pre-existing termination rights of the Phase III Shipper under the FTS-2 Service Agreements or any related agreements between Transporter and Shipper; and,

WHEREAS, on September 15, 1993, the Commission issued an order, satisfactory to Transporter, in Docket No. CP92-182, at All, approving and accepting the Settlement without modification ("Order"); and,

3/1/1995

start date of
Phase III

7/31/2015

FTS1

date. old idage.

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WHEREAS, Transporter accepted the certificate issued by the Order on October 14, 1993; and,

WHEREAS, Transporter and Shipper desire to implement the amendment process agreed to in the Settlement, as approved by the Order.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Transporter and Shipper agree as follows:

1. Section 3.1 of the FTS-2 Service Agreements is hereby deleted and replaced in its entirety with the following provisions:

During the first twenty (20) years of service under this Agreement, Shipper shall pay Transporter the lower of (1) the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:

- (i) For the first two years of service, the Rate Cap shall be \$0.80 per MMBtu.
- (ii) Commencing on the third year of service and extending for a period of one year, the Rate Cap shall be \$0.82 per MMBtu.
- (iii) Commencing on the fourth year of service and extending for a period of one year, the Rate Cap shall be \$0.84 per MMBtu.
- (iv) Commencing on the fifth year of service and extending to the end of the eighth year of service, the Rate Cap shall be \$0.86 per MMBtu.
- (v) Commencing on the ninth year of service and extending to the end of the twentieth year of service, the Rate Cap shall be calculated as follows:

On each Anniversary ("Anniversary Date"), the Final Rate Cap to be effective for the subsequent twelve-month period shall be determined as the sum of (a) seventy percent (70%) of the Rate Cap which was effective for the eighth year of service ("Base Rate Cap") and (b) thirty percent (30%) of the Base Rate Cap escalated (but not decreased) through use of the GDP Implicit Price Deflator (or any substitute index that the parties mutually agree to in writing) determined by multiplying thirty percent (30%) of the Base Rate Cap by a fraction, the numerator of which is the GDP Implicit Price Deflator for the last

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calendar quarter immediately preceding the Anniversary Date and the denominator of which is the GDP Implicit Price Deflator for the calendar quarter immediately preceding the first month of the eighth year of service.

The Initial Base Rate Cap and all Final Rate Caps to be calculated hereunder are stated in nominal dollars and are 100 percent load factor rates, exclusive of all applicable surcharges and fuel. The Initial Base Rate Cap assumes the levelized rate methodology which Transporter filed for approval in the Offer of Settlement and Stipulation and Agreement of the parties in Docket No. CP92-182, et al., on August 25, 1992 ("Settlement").

The Initial Base Rate Cap and any subsequent Rate Cap used in the calculation of a Final Rate Cap hereunder shall be adjusted for the impact of changes in State and Federal income tax rates by adding or subtracting from the applicable Rate Cap the difference between the applicable Commission approved rate and such rate as adjusted to include changes in State and/or Federal income tax rates utilizing the cost of service underlying such rate. In the event of changes in State and/or Federal income tax rates prior to the effectiveness of initial FTS-2 rates, the Rate Cap adjustment shall be determined by adding or subtracting the difference between the initial rates and the initial rates as recalculated to include the State and Federal income tax rates as included in the April 15, 1992 filing in Docket No. CP92-182-001.

Rate Cap adjustments shall be implemented on the date of effectiveness of tariff sheets filed by Transporter incorporating changes in State and/or Federal income tax rates.

The Initial Base Rate Cap is based on \$23.5 million of pipeline rehabilitation costs allocated to the existing cost-of-service. In the event more than \$23.5 million of rehabilitation costs are allocated to the existing cost-of-service, then the Initial Base Rate Cap and any subsequent Rate Cap used in the calculation of a Final Rate Cap shall be adjusted downward by \$.0006 per every \$1 million (or portion thereof) allocated to the existing cost-of-service over and above the \$23.5 million. In the event less than \$23.5 million of rehabilitation costs are allocated to the existing cost-of-service, then the Initial Base Rate Cap and any subsequent Rate Cap used in the calculation of a Final Rate Cap shall be adjusted upward by \$.0006 per every \$1 million (or portion thereof) less than the \$23.5 million currently allocated to the Phase III cost-of-service.

-3-

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DEC 14 '93 15:37

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DEC 14 '93 14:43

Shipper agrees that it shall not avail itself of any other Rate Cap that may be made available to it by the Commission.

2. Section 10.2(g) of Article 10 (Other Provisions) of the FTS-2 Service Agreements regarding Shipper's right to terminate in the event the Maximum Daily Transportation Quantity allocation was less than the amount stated in Shipper's Subscription Quantity Form is no longer applicable and shall be deleted in its entirety.
3. Section 10.2(l) of Article 10 (Other Provisions) of the FTS-2 Service Agreements regarding Shipper's one-time option to terminate the FTS-2 Service Agreement or reduce the MDTQ is no longer applicable and shall be deleted in its entirety.
4. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS NOTWITHSTANDING ANY CONFLICT OF LAW RULES WHICH MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.
5. Upon execution by both parties, this Amendment shall be deemed effective for all purposes as of the date of the FTS-2 Service Agreement.
6. Transporter and Shipper each represent and warrant to the other, as applicable, that it is either (i) a corporation duly organized and validly existing under the laws of the State of its incorporation and has the power and authority to execute, deliver, and carry out the terms and provisions of the FTS-2 Service Agreements, as amended herein and in the Settlement; or (ii) has received all authorizations, consents, and approvals of governmental bodies, state or local agencies, committees, boards, or councils having jurisdiction, necessary to execute, deliver, and carry out the terms and provisions of the FTS-2 Service Agreements, as amended herein and in the Settlement.
7. Upon execution of the revised Exhibits A and B attached hereto by both parties to reflect the transfer of Maximum Daily Transportation Quantity from Contract No. 3632 to Contract No. 3631, Contract No. 3632 will be terminated in its entirety effective as of the date such was executed and Contract No. 3631 shall remain in full force and effect, as amended herein and in the Settlement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date written above by their duly authorized officers and representatives.

"Shipper"
REEDY CREEK IMPROVEMENT DISTRICT

"Transporter"
FLORIDA GAS TRANSMISSION COMPANY

Pending RCTD Board approval
By: *Steve W. Johnson*
Title: *Mgr., Energy Services*

Peter E. Weidler
By: *Peter E. Weidler*
Title: *Vice President of Marketing*

-4-

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3632

ASSENT TO PHASE III SETTLEMENT

The undersigned Phase III Shipper hereby agrees to the terms and conditions of the Phase III Settlement and agrees to support such settlement through the approval process. For purposes hereof, the "Phase III Settlement" shall mean the August 10, 1992 settlement package circulated by Florida Gas Transmission Company (FGT) as amended by the August 18, 1992 modifications circulated by FGT.

Reedy Creek Improvement District hereby selects Rate Cap No. Three.

This assent is subject to approval. I agree, however to recommend acceptance of the Phase III Settlement for such approval. I expect such approval on or before August 28, 1992.

ENTITY: Reedy Creek Improvement District

BY: Julia R. Richardson
Julia R. Richardson

TITLE: Counsel to Reedy Creek Improvement District

SECOND REVISED EXHIBIT A
TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
REEDY CREEK IMPROVEMENT DISTRICT
DATED
December 12, 1991

Point(s) of Receipt		Maximum Daily Quantity (MMBtu) *	
Description of Point of Receipt	POI	November-April	May-October
PRODUCTION ZONE 1			
Johnson's Bayou	282	1,364	581 ✓
ZONE 1 TOTAL C.S. #7 EUNICE	25306	1,364	581
PRODUCTION ZONE 2			
Sabine Kaplan	23062	2,470	1,049
ZONE 2 TOTAL - C.S. 8 ZACHARY	25412	2,470	1,049
PRODUCTION ZONE 3			
SNG Franklinton	10095	617	826 705
LRC White Castle	664000	1,383	0
Mobile Bay	N/A	1,201	534 374
ZONE 3 TOTAL- C.S. #11 MT. VERNON	25309	3,201	1,360
TOTAL MDQ		7,035	2,990 1440

* Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

REEDY CREEK IMPROVEMENT DISTRICT

By: Charles R. Hayes

Title: District Planning & Finance

Attest: _____

Title: _____
(To be attested if not signed by an officer of the company)

Date of this Exhibit A: February 1, 1995

Contract No. 3631

FLORIDA GAS TRANSMISSION COMPANY

By: R. E. Hayes

Title: R. E. HAYES
VICE PRESIDENT OF MARKETING

FIRST REVISED EXHIBIT B
TO
FIRM TRANSPORTATION SERVICE AGREEMENT (FTS-2)
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
REEDY CREEK IMPROVEMENT DISTRICT
DATED
December 12, 1991

<u>Point(s) of Delivery</u>		<u>Maximum Daily Quantity (MMBTU)</u>	
<u>Description of Point of Delivery</u>	<u>POI</u>	<u>November-April</u>	<u>May-October</u>
Reedy Creek Residential	16174	6,185	1,950
Reedy Creek Theme Park	16175	850	850
Reedy Creek Generating	16257	0	190

Maximum Daily Transportation Quantity: 7,035 2,990

REEDY CREEK IMPROVEMENT DISTRICT

FLORIDA GAS TRANSMISSION COMPANY

By: [Signature]

By: [Signature]

Title: Manager, - H.H. Palmes Area

Title: G. E. HAYES

Attest: [Signature]

Title: VICE PRESIDENT OF TRANSPORTATION

Title: Business Coordinator

(To be attested if not signed
by an officer of the company)

Shipper and Transporter agree that Transporter shall be obligated to deliver on a firm basis only the maximum quantity that Transporter is capable of delivering through its existing pipeline facilities in any one-hour period, but in no event shall such Maximum Hourly Quantity exceed 5.7% of the Maximum Daily Quantity at Residential or 4.5% at Reedy Creek Theme Park and Generating.

This First Revised Exhibit B replaces Exhibit B dated April 20, 1994: August 16, 1995

Contract No. 3631



Florida Gas Transmission Company

P. O. Box 1188 Houston, Texas 77251-1188 (713) 853-6161

June 30, 1995

Reedy Creek Improvement District
Attn: Mr. John Giddens
P. O. Box 1000
Lake Buena Vista, FL 32830

Re: Firm Transportation Service Agreement
Schedule FTS-2 dated December 12, 1991
FGT Contract No. 3631

Dear John:

Florida Gas Transmission Company ("Transporter") and Reedy Creek Improvement District ("Shipper") are parties to the referenced Firm Transportation Service Agreement, as amended ("Agreement"). In consideration of the mutual benefits received hereunder, Transporter and Shipper hereby amend the Agreement by adding Section 4.3 to Article IV (Term) of the Agreement as follows:

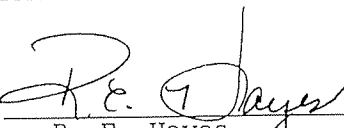
4.3 Upon expiration of the primary term, Shipper has the unilateral right to rollover this Agreement for subsequent 10-year term(s) subject to the applicable provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions regarding the 10-year Rollover Option.

Except as herein amended, the Agreement shall remain in full force and effect.

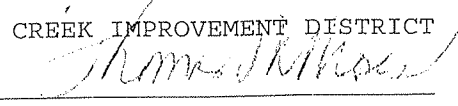
If the foregoing correctly sets forth our agreement, please so indicate by executing two (2) originals of this Letter Agreement and returning one (1) original to Transporter at the above address, Attention: Linda Bryan, EB 3920C.

Yours very truly,

FLORIDA GAS TRANSMISSION COMPANY

By: 
R. E. Hayes
Vice President Marketing

REEDY CREEK IMPROVEMENT DISTRICT

By: 

Title: DISTRICT ADMINISTRATOR

PHIII/Roll10Yr

SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-1
(Historic Rate Schedule FTS-2 Service Agreement)
Contract No. 3631

THIS AGREEMENT entered into this _____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Reedy Creek Improvement District (herein called "Shipper"),

W I T N E S S E T H

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by

Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

Article III – Not Applicable

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective 03/01/2025 and shall continue in effect 02/28/2035. In accordance with the provisions of Section 20 of the General Terms and Conditions of the Transporter's Gas Tariff, Shipper has selected ROLLOVER.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: Reedy Creek Improvement District
751 Backstage Lane Orlando FL 32830
Attn: Director, Utility Business Affairs
Telephone No. (407) 448-3315

ARTICLE IX

Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

Article X – Not Applicable

Article XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions under Historic Rate Schedule FTS-2 Service Agreement

12.1 – Not Applicable

12.2 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

12.3 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Transporter's FERC Gas Tariff, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

12.4 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

12.5 – Not Applicable

12.6 – Not Applicable

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A, B, C (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: Contract No. 3631 dated 12/12/1991.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

Florida Gas Transmission Company, LLC

Reedy Creek Improvement District

By _____

By _____

Name Beth Hickey

Name _____

Title EVP – US Gas Pipelines

Title _____

Date _____

Date _____

EXHIBIT A
TO
Rate Schedule FTS-1
(Historic Rate Schedule FTS-2 Service Agreement)
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Reedy Creek Improvement District
DATED
03/01/1995
Contract No. 3631
Amendment No. 5
Effective Date of this Exhibit A: 03/01/2025

Date Range: 3/1/2025 to 2/28/2035

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity (MMBtu)</u>				
<u>Point Description</u>	<u>Point</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Zone 1					
Sabine Pass Plant	282	0	0	0	0
CS #7 Eunice Zone 1	25306	0	0	0	0
Zone 1 Total:		0	0	0	0
Zone 2					
Sabine-Kaplan	23062	0	0	0	0
CS #8 Zachary Zone 2	25412	0	0	0	0
Columbia Gulf-Lafayette	62410	914	390	390	0
Frisco Acadian	78533	450	191	191	1,364
Zone 2 Total:		1,364	581	581	1,364

Zone 3					
SNG Franklinton (Rec)	10095	0	725	725	0
GSPL St Helena	10109	171	0	0	171
CS #11 Mt Vernon Zone 3	25309	0	0	0	0
TRANSCO Citronelle FGT Capacity	62132	0	534	534	0
LRC White Castle	664000	0	0	0	0
Zone 3 Total:		171	1,259	1,259	171
Total MDTQ:		1,535	1,840	1,840	1,535

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
Rate Schedule FTS-1
(Historic Rate Schedule FTS-2 Service Agreement)
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Reedy Creek Improvement District
DATED
03/01/1995
Contract No. 3631
Amendment No. 5
Effective Date of this Exhibit B: 03/01/2025

Date Range: 3/1/2025 to 2/28/2035

Point(s) of Delivery

Maximum Daily Quantity (MMBtu)

<u>Point Description</u>	<u>Point</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Reedy Creek Resid	16174	685	800	800	685
Reedy Creek Theme	16175	850	850	850	850
Reedy Creek Gen	16257	0	190	190	0
Total MDTQ:		1,535	1,840	1,840	1,535

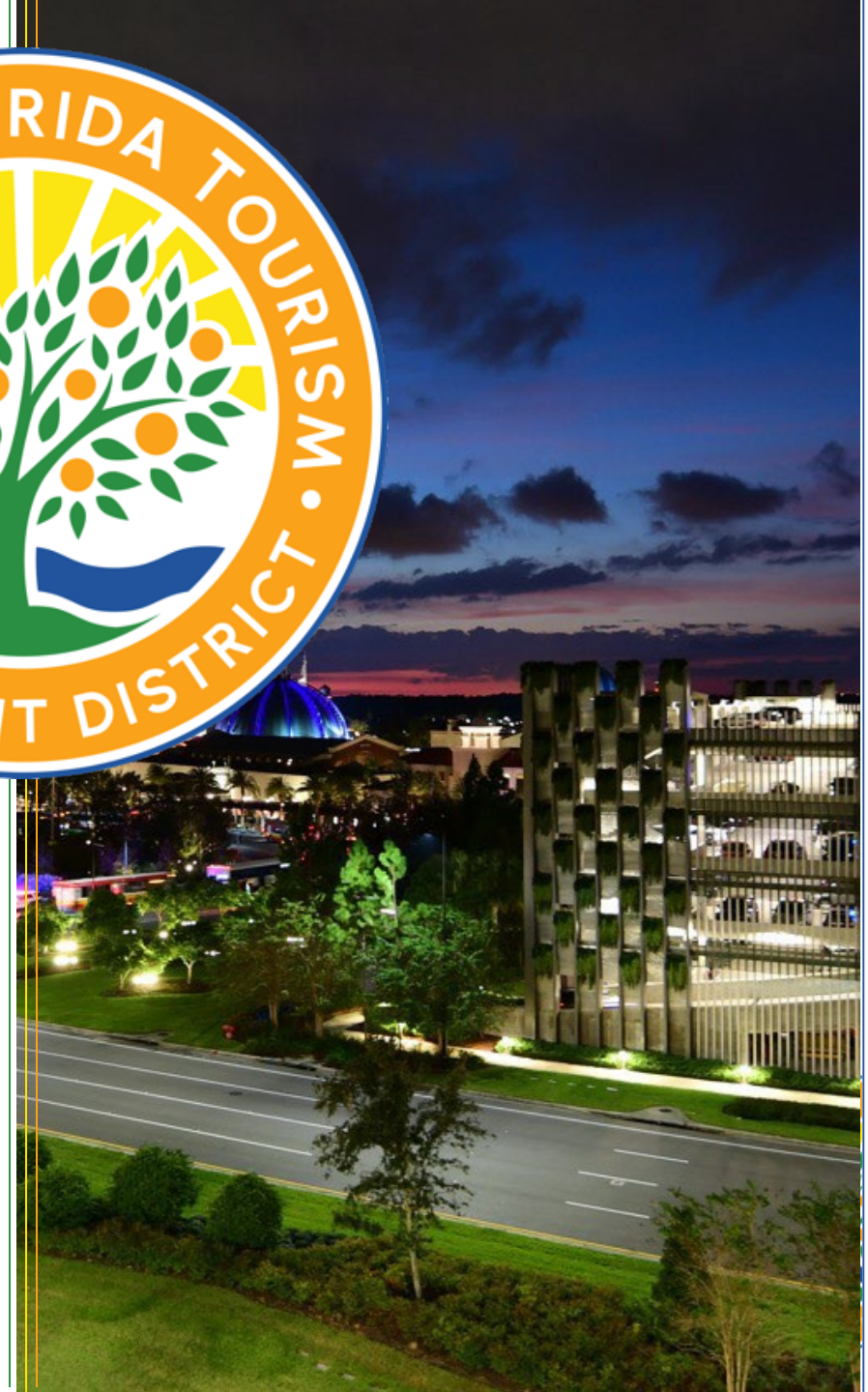
(Quantities are exclusive of Fuel Reimbursement.)

8.3 Florida Gas Transmission Company

(10-year Renewal for natural gas
transportation)



January 24, 2024

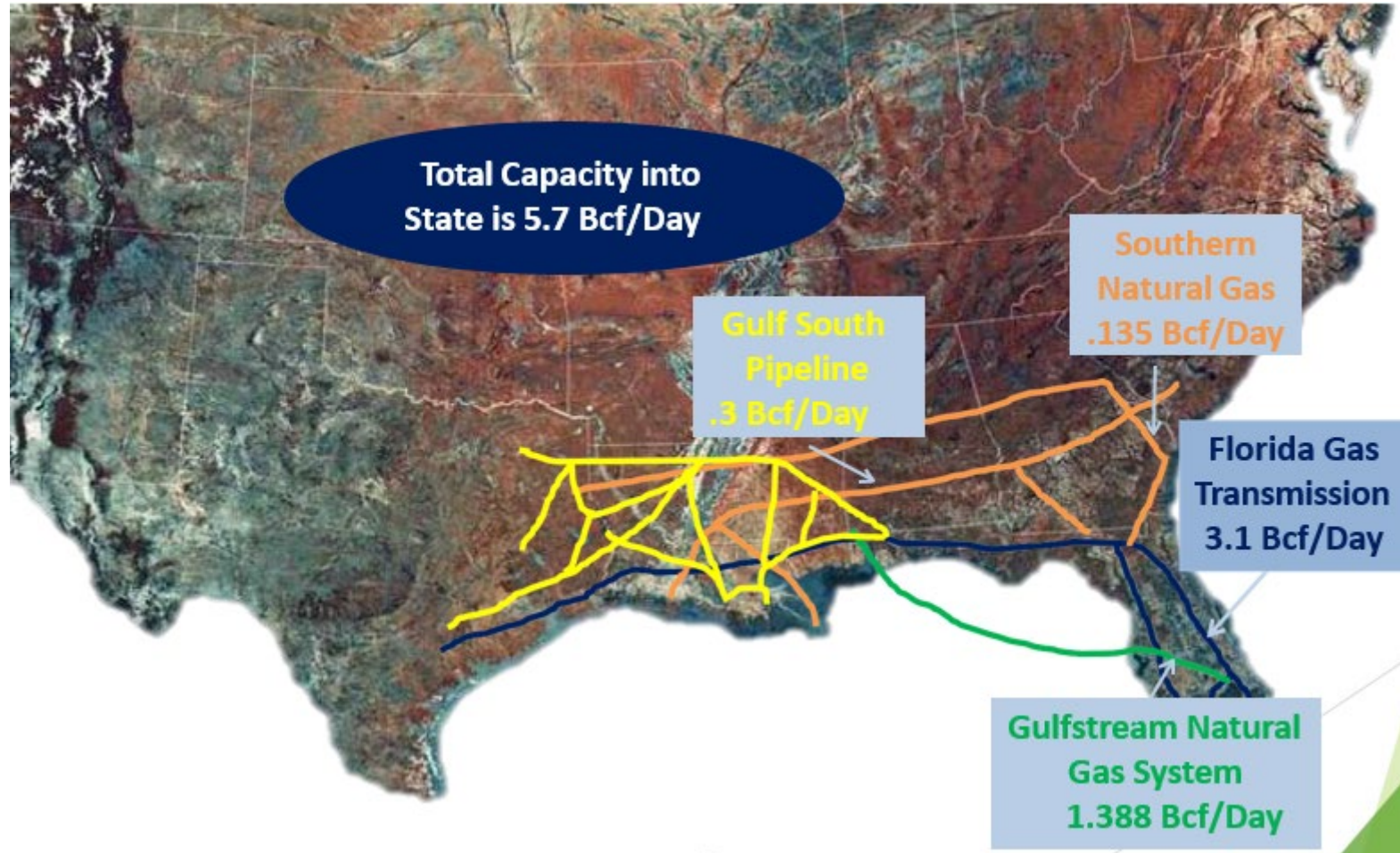


Natural Gas Transportation

- The District uses natural gas for various utility requirements, and entered into natural gas pipeline transportation service agreement #K3631 with the Florida Gas Transmission Company (FGT) dated December 1991.
- The agreement allows CFTOD to utilize FGT's pipeline system to transport natural gas supplies to CFTOD's natural gas customers. The District is renewing the agreement for another 10-year rollover renewal.

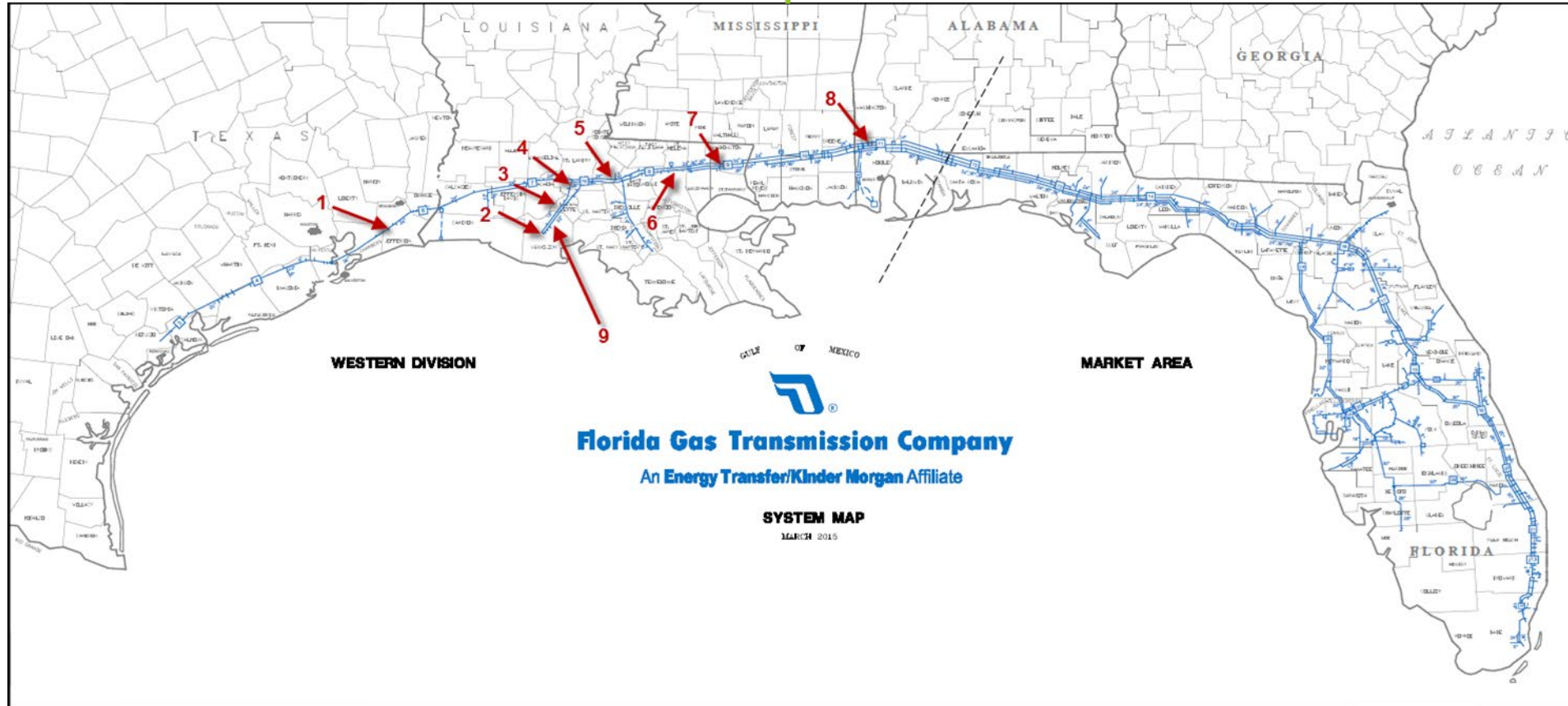


Interstate Pipelines Serving Florida



Reedy Creek has eight receipt points in which to receive gas on FGT.

Natural Gas Pipeline - FGT



1. NGPL Jefferson County.
2. NGPL Vermilion.
3. CGT Lafayette.
4. Gulf South St. Landry.
5. Frisco Acadian.

6. Gulf South St. Helena.
7. SNG Franklinton.
8. Mobile Bay.
9. FGT **Hubs (Z1,Z2,Z3)**



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.4(a)

Page 1 of 1

Meeting Date	
January 24, 2024	
Agenda Item Name	
CFTOD Utility Division: Duplex Lift Station Upgrade & Rehabilitation – Phase 1 (P1121) – Project Budget	
Requested Action	
Board approval to establish a project budget of \$3,250,000.00 for the Duplex Lift Station Upgrade & Rehabilitation – Phase 1 project.	
Staff Report	
This project is to rehabilitate District Lift Stations 46 and 59. The rehabilitation will include the replacement of pumps, recoating of wet wells, replacement of control panels, replacement of risers, replacement of check/plug valves, relocating valve pits to above ground, installation of bypass pumps, and adding/upgrading telemetry to the respective lift stations.	
Additional Analysis	
The District owns thirty-two (32) lift stations that convey wastewater from customer locations to the Water Resource Recovery Facility (WRRF) in the South Service Area where the wastewater is treated to meet FDEP permit requirements. A condition assessment was performed on all District-owned lift stations to identify assets in need of rehabilitation and to rank the lift station for inclusion in a lift station rehabilitation program. Lift Station 46 is located at Port Orleans Resort and Lift Station 59 is located at the Boardwalk Resort. These lift stations are approximately 30-years old. Lift stations have an expected life of approximately 25 years. Condition assessments of both lift stations identified the need for full rehabilitation of each.	
Fiscal Impact Summary	
Funding is subject to reimbursement from the CFTOD Series 2021-1 Utility Revenue Bonds (Non-Taxable).	
Exhibits Attached	
1. Financial Summary - Duplex Lift Station Upgrade & Rehabilitation – Phase 1	

Financial Summary

Duplex Lift Station Upgrade & Rehabilitation - Phase 1

Project	Project Budget	Prior Board Authorization	Current Request	Total Board Authorization	Commitments	Uncommitted Budget
Duplex LS Upgrade & Rehabilitation - Phase 1 (P1121)						
Design / Support Services	\$ 750,000	\$ 284,938	\$ 424,271	\$ 709,209	\$ 709,210	\$ 40,790
RCES Soft Costs & General Requirements (Jan 2020)	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	
CPH, Inc. - M000128 - W002 (Jan 2020)	\$ -	\$ 199,938	\$ -	\$ 199,938	\$ 199,938	
RCES Soft Costs & General Requirements (Nov 2020)	\$ -	\$ 35,000	\$ -	\$ 35,000	\$ 35,000	
CPH, Inc. - M000128 - W002 - A01 (May 2022)	\$ -	\$ -	\$ -	\$ -	\$ -	
Project Budget (Jan 2024)	\$ 750,000	\$ -	\$ -	\$ -	\$ -	
RCES Soft Costs & General Requirements (Jan 2024)	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	
CPH, Inc. - C_____ (Jan 2024)	\$ -	\$ -	\$ 174,271	\$ 174,271	\$ 174,272	
Owner Furnished Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Budget (Jan 2024)	\$ -	\$ -	\$ -	\$ -	\$ -	
Construction Services	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000
Project Budget (Jan 2024)	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	
Total	\$ 3,250,000	\$ 284,938	\$ 424,271	\$ 709,209	\$ 709,210	\$ 2,540,790



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.4(b)

Page 1 of 1

Meeting Date	
January 24, 2024	
Agenda Item Name	
CFTOD Utility Division: Duplex Lift Station Upgrade & Rehabilitation – Phase 1 (P1121) – Design / Support Services	
Requested Action	
Board approval of an additional amount Not-To-Exceed \$250,000.00 for Design / Support Services for the Duplex Lift Station Upgrade & Rehabilitation – Phase 1 project.	
Staff Report	
None	
Additional Analysis	
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 Prior authorizations totaling \$85,000.00 were approved in 2020 for RCES support with professional engineering consultant selection, design oversight, peer review, and bidding and post-bid evaluation services. The current request is for RCES administration and inspection/field engineering services through the construction and project closeout phases.	
Fiscal Impact Summary	
Funding is subject to reimbursement from the CFTOD Series 2021-1 Utility Revenue Bonds (Non-Taxable).	
Exhibits Attached	
1. Financial Summary - Duplex Lift Station Upgrade & Rehabilitation – Phase 1	

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.4(c)

Page 1 of 1

Meeting Date	
January 24, 2024	
Agenda Item Name	
CFTOD Utility Division: Duplex Lift Station Upgrade & Rehabilitation – Phase 1 (P1121) – Design Services	
Requested Action	
Board approval to execute an agreement with CHP, Inc. in the amount of \$174,270.94 for additional design services, bidding services, and construction phase services for the Duplex Lift Station Upgrade & Rehabilitation – Phase 1 project.	
Staff Report	
None	
Additional Analysis	
A work authorization was issued to CPH, Inc. in January 2020 for design, permitting, bidding, and construction phase services for the rehabilitation of four (4) CFTOD duplex lift stations (17, 23, 46, & 59). The engineer’s opinion of probable cost provided with the 90% design submittal significantly exceeded the preliminary project budget. As a result, the decision was made to separate the design into two bid packages. The master services agreement associated with the initial work authorization has since expired. The current request is for a new agreement to provide for services that were not completed under the prior work authorization before it expired as well as additional design, permitting, bidding, and construction phase services to support execution of the project with separate bid packages.	
Fiscal Impact Summary	
Funding is subject to reimbursement from the CFTOD Series 2021-1 Utility Revenue Bonds (Non-Taxable).	
Exhibits Attached	
1. Financial Summary - Duplex Lift Station Upgrade & Rehabilitation – Phase 1	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 01/24/2024

Subject: Duplex Lift Station Upgrade and Rehabilitation- Phase I

Presented By: Jason Herrick, Manager – Gas, Water, and Waste Resources

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.4 Design and soft costs for the Duplex Lift Station Upgrade and Rehabilitation project, Phase I, in the amount of \$424,270.94

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

Central Florida Tourism Oversight District (“CFTOD”) owns thirty-two lift stations that convey wastewater from customer locations to the Water Resource Recovery Facility (WRRF) in the South Service area where the wastewater is treated to meet FDEP permit requirements.

A condition assessment was performed on all District-owned lift stations to identify assets in need of rehabilitation and to rank the lift stations for inclusion in a lift station rehabilitation program.

FINDINGS AND CONCLUSIONS:

Lift Station 46 is located at the Port Orleans Resort and Lift Station 59 is located at the Boardwalk Resort. Both of these lift stations are approximately 30-years old. Lift stations only have an expected life of 25 years. The condition assessments of both lift stations identified the need for full rehabilitation of each. This request covers this needed work.

RCES is requesting reimbursement of support services with actual and direct expenses, reasonable overhead, design oversight, administration and inspection/field engineering services through construction and project closeout with an estimated cost of \$250,000. The supporting design proposal from CPH Inc. is \$174,270.94.

FISCAL IMPACT:

Funding is subject to reimbursement from the CFTOD Series 2021-1 Utility Revenue Bonds (Non-Taxable)

PROCUREMENT REVIEW:

This request 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.

SUPPORT MATERIALS:

CPH Inc. Design Proposal



December 21, 2023

Central Florida Tourism Oversight District
P.O. Box 10000
Lake Buena Vista, FL 32830-1000

Attn.: Mr. Jason D. Herrick, P.E., Manager – Gas, Water & Waste Resources

RE: **Lift Stations 59, and 46 Rehabilitation Project Additional Services**
CPH Project No. R0415.1

Dear Mr. Herrick:

Attached please find our additional services proposal for the above referenced project. The following items are provided for your review:

- 1) A scope of additional services, Exhibit 1
- 2) Manhour breakdown, Exhibit 2
- 3) Sub-consultant Proposal, Exhibit 3

CPH has provided preliminary and design services for the Lift Stations 59, 46, 23, and 17 Rehabilitation Project. Per direction of Central Florida Tourism Oversight District (CFTOD), Lift Stations 59 and 46 will be bid and constructed as separate packages. CPH is working on finalizing the design drawings for Lift Station 59 and 46 and will create separate 100% construction drawings for each Lift Station. Additionally, the electrical drawings will be revised to include the approved design of the 60% construction plans. As the previous Master Service Agreement (MSA) has expired, the remaining services from the original scope and the requested additional services shall be submitted under a new proposal.

The LUMP SUM fee for the design services for the RCES' **Lift Stations 59 and 46 Rehabilitation Project** is \$33,396.24; and, \$140,874.70 for the HOURLY NOT TO EXCEED fee for the remaining scope and additional design, bidding, and construction services.

Appropriate rates for the services, for work classifications and the sub-consultants are contained in the manpower tables of Exhibit 2.

We agree to work closely with you or your designated staff under your general direction and control while keeping you apprised of progress on the project. If you are in agreement with the scope of additional services and fee, please execute this proposal and return a copy to us.



Sincerely,

CPH, LLC.

A handwritten signature in blue ink, appearing to read 'Scott A. Breitenstein', written over the printed name.

Scott A. Breitenstein, P.E.
Vice President/Associate

J:\R0415\Civil\Contracts\Additional Services\Updated 12.21.2023\Cover letter Lift Station Rehab Additional Services Proposal.doc



Signature Sheet

ADDITIONAL ENGINEERING SERVICES PROPOSAL FOR

Lift Stations 59 and 46 Rehabilitation Project

SUBMITTED BY:

CPH, LLC.

A handwritten signature in blue ink, appearing to read 'Scott A. Breitenstein', is written over a horizontal line.

Scott A. Breitenstein, P.E.
Vice President/Associate

Date:

12/21/2023

ACCEPTED BY:

Central Florida Tourism Oversight District

Jason D. Herrick, P.E.

Manager – Gas, Water & Waste Resources

Date: _____

EXHIBIT 1

SCOPE OF ADDITIONAL SERVICES

General

Reedy Creek Energy Services and Walt Disney World owns and operates a series of lift stations that provide sanitary sewer service for the Disney World Resort and RCES/RCID facilities. A program has been developed by RCES to evaluate each lift station in their system to determine the condition of each lift station and the urgency of the recommendations. Four lift stations have been selected for rehabilitation and are the basis for this scope of services; 59 and 46. Per direction of CFTOD, Lift Stations 59 and 46 will be bid and constructed as separate packages. CPH is working on finalizing the design drawings for Lift Station 59 and 46 and will create separate 100% construction drawings for each Lift Station. The remaining permitting services will be included in this proposal as well. Additionally, the electrical drawings will revert to the approved standards in the 60% drawings with mild adjustments which will require additional design efforts. Construction administration services will be included as well.

CPH proposes to perform the design scope of services outlined in this document for the lump sum amount of \$33,396.24 and the bidding and construction administration services for the hourly not to exceed amount of \$140,874.70 for a combined total amount of \$174,270.94 as outlined in the services described below. Exhibit 3 outlines the sub-consultant proposal for the remaining requested services for the project.

Scope of Additional Services:

The OWNER hereby authorizes the ENGINEER to proceed with the preparation of bidding documents as generally described below and shown as various tasks on the manpower sheets attached:

TASK 2 – Preparation of 100% Construction Documents

The ENGINEER will prepare separate construction drawings for Lift Stations 46 and 59 including the Lift Station site plans, Plan and Profile views and all necessary construction details and notes. The ENGINEER will prepare separate technical specifications for both Lift Stations as well. The construction documents shall be complete and meet all requirements for construction contract competitive bid formulation and subsequent construction of the Project. All documents shall comply with current requirements of "RCID Utility Specifications and Construction Standards".

- A. The ENGINEER will submit four (4) separate sets of 100% review construction documents for each of the lift stations, 59 & 46.
- B. After addressing the 100% design review comments from OWNER for both of the lift stations, the ENGINEER will submit the final biddable construction documents, including drawings, specifications, and all other necessary documents for both lift stations.
- C. The ENGINEER will submit a signed and sealed Engineers Estimate of Probable Construction Cost for the project based on the 100% plan set for the respective lift station going to bid.
- D. EDA will update the electrical drawings for the lift stations, reverting to the 60% design. The updated electrical designs will be submitted with the 100% construction documents.

TASK 3 - Permitting

- A. The ENGINEER shall prepare and submit required permit applications and fees associated with the project to FDEP. We have assumed that each of these lift stations will need a separate FDEP Wastewater General Permit (\$250 fee each); because it is not believed the sites are considered contiguous. The ENGINEER shall respond to all request(s) for additional information (RAI) received as a result of the submittal package to FDEP.
- B. It is not believed that SFWMD stormwater permitting will be necessary for any drainage and/or stormwater improvements, and therefore the ENGINEER has not allocated time in this proposal for processing a permit application to the WMD.

TASK 4 –Bidding Assistance

There will be two (2) bidding processes for Lift Station 59 & 46.

- A. The Engineer will attend two (2) pre-bid meetings to answer any bidder questions.
- B. Assist OWNER with questions during the bidding processes. Provide clarifications on any written questions regarding the bid.
- C. Assist the OWNER with issuing addendas' to the bid documents for both Lift Station bid packages.

TASK 5 – Additional Construction Administration

- A. The ENGINEER shall modify the bidding documents, if required, and provide an set of “conformed” construction drawings and technical specifications for both lift stations.
- B. The ENGINEER shall attend a project construction kick-off meeting, assumed duration of three (3) hours for both Lift Stations so a total of six (6) hours.
- C. It is assumed that each lift station construction schedule will be nine (9) months, so the Engineer will attend eighteen (18) monthly construction progress meetings.
- D. The ENGINEER will review up to sixty (60) shop drawings (20 for Lift Station 59 and 30 for Lift Station 46) for conformance with the contract documents.
- E. The ENGINEER will review up to twenty (20) Requests for Information (RFI) (10 for Lift Station 59 and 10 for Lift Station 46) to provide clarification, interpretation of specifications, sketches, and drawings to resolve actual field conflicts.
- F. Observation of the construction and engineering technical assistance provided as necessary to assist the OWNER's Staff.
- G. The ENGINEER has assumed that the OWNER inspection services employees will be present at all times during construction.

- H. Prepare two (2) sets of record drawings incorporating changes made during construction based on record information furnished by the Contractor for each lift station.
- I. The ENGINEER will prepare necessary documents and submit the Project certification of completion and any necessary partial certifications to the FDEP to obtain all approvals for release of the two (2) lift stations.

EXHIBIT 2

Manpower and Fee Estimate

Summary Cost Sheet											
Cost Proposal for Updated Services for Package 1 Lift Station Rehabilitation Program											
	Labor					Total Hours	Total Labor Costs	Reimbursable Costs	Travel Costs	Subconsultant Cost	Total Cost
	Principal	Project Manager IV	Engineer II	Designer III	Admin II						
	Hourly Billing Rate	\$336.00	\$216.00	\$151.00	\$123.00						
Task Description	Labor Hours										
Design Tasks											
2) Design - Final	8	17	33	33	6	97	\$15,858.00	\$363.82	\$20.00	\$15,074.18	\$31,316.00
Permitting											
3) Permitting			2		3		\$530.00	\$42.11		\$1,508.13	\$2,080.24
TOTAL UPDATED DESIGN SERVICES	8	17	35	33	9	97	\$16,388.00	\$405.93	\$20.00	\$16,582.31	\$33,396.24
Hourly Services Tasks											
4) Bid Phase Services	3	6	18	16	10	53	\$7,750.00	\$256.96	\$50.00	\$4,917.20	\$12,974.16
5) Construction Phase Services	32	148	316	68	34	598	\$101,384.00	\$380.96	\$200.00	\$25,935.58	\$127,900.54
Subtotals - Hourly Tasks	35	154	334	84	44	651	\$109,134.00	\$637.92	\$250.00	\$30,852.78	\$140,874.70
Total Estimated Hours	43	171	369	117	53	748					
Total Costs							\$125,522.00	\$1,043.85	\$270.00	\$47,435.09	\$174,270.94

EXHIBIT 3

Sub-consultant Proposal



December 21, 2023

Ms. Kayla Lockcuff, P.E.
CPH
1117 East Robinson Street, Suite C
Orlando, FL 32801

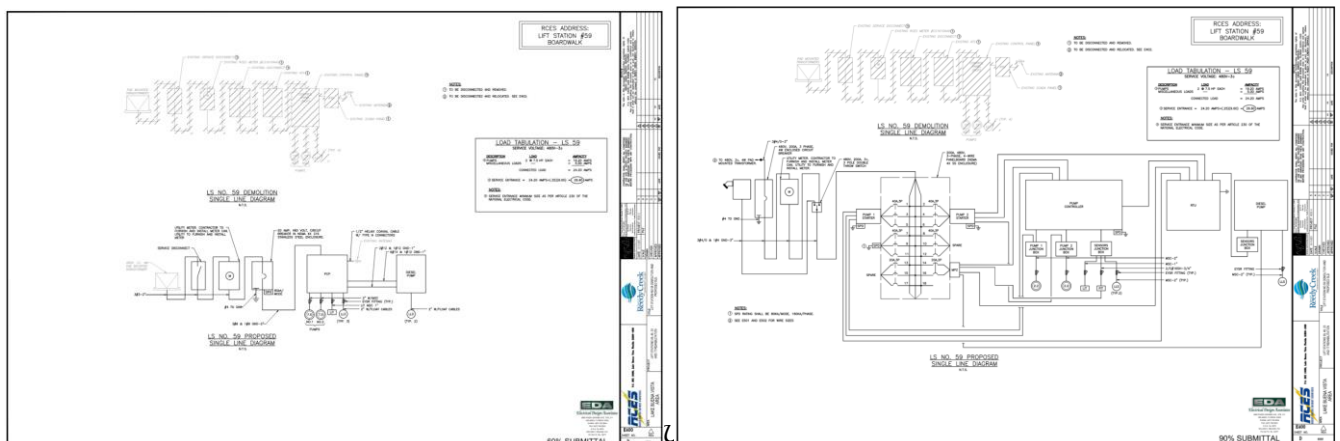
Re: Lift Stations 59, 46, 23 & 17 Evaluation – Additional Scope
Reedy Creek, FL

Dear Ms. Lockcuff:

We are pleased to submit our proposal for electrical engineering services for the above project. The following serves to provide an overview of the engineering services Electrical Design Associates (EDA) intends to furnish on the above referenced project to CPH. Your signature on this agreement will serve as your letter of intent and official notice to proceed with the referenced work.

CPH/EDA has provided preliminary and design services for the Lift Stations 59, 46, 23, and 17 Rehabilitation Project. Per direction of Central Florida Tourism Oversight District (CFTOD), Lift Stations 59 and 46 will be bid and constructed as separate packages. CPH is working on finalizing the design drawings for Lift Station 59 and 46 and will create separate 100% construction drawings for each Lift Station. Additionally, the electrical drawings will be revised to include the approved design the 60% construction plans. Lift Stations 23 and 17 are currently at 100% design and will remain “tabled” until further direction from CFTOD.

For the electrical design, the original 60% design was based on standard control panels per RCES Standards and discussions for the PER. After the 60% submittal, new RCES Standards were provided that changed the design splitting the Control Panel into multiple components consisting of pump controller, RTU and separate combination starters and junction boxes. We understand that the design is not reverting back to the original approach. Below is an example of the changes between the two submittals and this amendment is to complete the design for the two stations noted and per the original approach.



PHONE: 407-745-5604 • FAX: 407-745-5603

Electrical Design Associates, Inc. shall provide electrical engineering services as follows:

SCOPE OF SERVICES

TASK 1 – PRELIMINARY ENGINEERING (Complete)

TASK 2 – SURVEY AND GEOTECHNICAL INVESTIGATIONS

2.1 By Others.

TASK 3 – PREPARATION OF CONSTRUCTION DOCUMENTS

EDA shall prepare design documents based on the improvements listed above in accordance with, National Electrical Code, Florida Building Code and Reedy Creek standards. Design documents shall be prepared for the 100 percent submittals. EDA shall prepare technical specifications in accordance with the Reedy Creek requirements.

3.1 60% Level of Completion (Complete)

3.2 90% Level of Completion (Complete)

3.3 100% Level of Completion

A. EDA shall prepare 100 percent level bid documents incorporating comments received and based on noted herein.

B. EDA shall provide electronic (PDF format) set and contract documents in AutoCAD 2021 format of the 100% submittal documents. All additional reproduction to be completed by others.

C. EDA shall prepare a 100 percent design completion stage cost estimate for key items to CPH for preparing the 100 percent cost estimate.

TASK 4 – PERMITTING

4.1 EDA shall provide signed and sealed Contract Documents for the Client's submittal to the FDEP and shall provide response to comments received in order for the Client to be able to obtain the needed permit(s).

TASK 5 - BIDDING ASSISTANCE

5.1 A pre-bid conference will be attended by others.

5.2 EDA shall respond to questions from bidders as related to this project and prepare any necessary addenda.

TASK 6 – CONSTRUCTION ADMINISTRATION SERVICES (REVISED FOR 2 PACKAGES)

- 6.1 EDA shall prepare Conformed Drawings and Specifications to reflect revisions made during the bidding process. EDA shall provide one (1) electronic PDF format set of the conformed documents. All additional reproduction to be completed by others.
- 6.2 EDA shall attend the preconstruction meeting.
- 6.3 Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 6.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.
- 6.5 EDA shall attend monthly construction progress meetings as necessary based on the progress of the job based on estimated hours provided herein. Concurrently on the day of the monthly construction progress meeting, observe the construction of the Project and discuss any concerns with CPH.
- 6.6 EDA shall prepare a complete punchlist at the time of substantial completion.

TASK 7– RECORD DRAWINGS

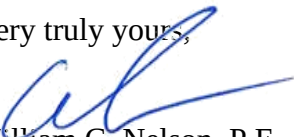
- 10.1 EDA shall prepare record drawings incorporating changes made during construction based on as-built information furnished by the Contractor; and provide one (1) set of electronic construction record drawings and electronic files of the record drawings in AutoCAD 2021 format.

SUPPLEMENTAL SERVICES - Any work requested that is not included in one of the items listed in any other phase will be classified as supplemental services.

Our scope of services shall include the design, permitting and bidding services as outlined above. The attached spreadsheet provides an estimate of our anticipated work effort. Tasks 1 thru 7 will be performed on a lump sum basis. Travel to and from the site and other direct costs are included in the overhead rate and will not be billed as a separate line item. Our additional fee for this work shall be as follows:

Task 1 – Preliminary Engineering	\$ 0.00
Task 2 – Survey & Geotechnical Investigations	\$ 0.00
Task 3 – Construction Documents	\$ 15,074.18
Task 4 – Permitting	\$ 1,508.13
Task 5 – Bidding Assistance	\$ 4,917.20
Task 6 – Construction Administration	\$ 24,474.52
Task 7 – Record Drawings	<u>\$ 1,461.06</u>
Total:	\$ 47,435.09

Very truly yours,


William C. Nelson, P.E.

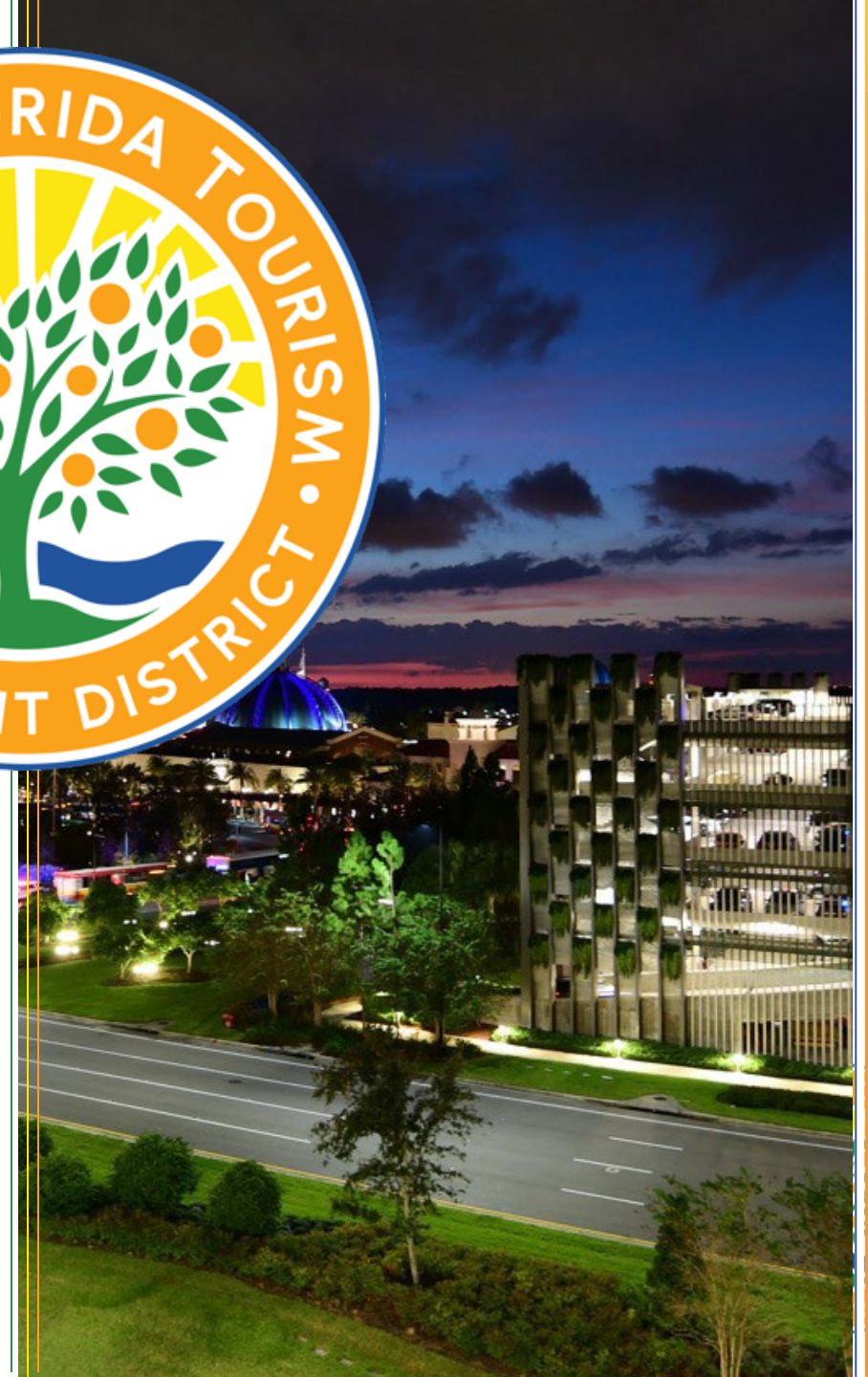
ACCEPTED _____

DATE _____

8.4 Duplex Lift Station Upgrade, Phase I



January 24, 2024



Duplex Lift Station Upgrade & Rehabilitation - Phase 1

- The District owns thirty-two lift stations that convey wastewater from customer locations to the Water Resource Recovery Facility (WRRF) in the South Service area where the wastewater is treated to meet FDEP permit requirements.
- Lift Station 46 is located at the Port Orleans Resort and Lift Station 59 is located at the Boardwalk Resort. Both of these lift stations are approximately 30-years old. Lift stations only have an expected life of 25 years. The condition assessments of both lift stations identified the need for full rehabilitation of each.
- RCES is requesting reimbursement of support services and inspection/field engineering services through construction and project closeout with an estimated cost of \$250,000. The supporting design proposal from CPH Inc. is \$174,270.94.



Duplex Lift Station Upgrade & Rehabilitation - Phase 1



Duplex Lift Station Upgrade & Rehabilitation - Phase 1



Duplex Lift Station Upgrade & Rehabilitation - Phase 1



Financial Summary

Duplex Lift Station Upgrade & Rehabilitation - Phase 1

Project	Project Budget	Prior Board Authorization	Current Request	Total Board Authorization	Commitments	Uncommitted Budget
Duplex LS Upgrade & Rehabilitation - Phase 1 (P1121)						
Design / Support Services	\$ 750,000	\$ 284,938	\$ 424,271	\$ 709,209	\$ 709,210	\$ 40,790
RCES Soft Costs & General Requirements (Jan 2020)	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	
CPH, Inc. - M000128 - W002 (Jan 2020)	\$ -	\$ 199,938	\$ -	\$ 199,938	\$ 199,938	
RCES Soft Costs & General Requirements (Nov 2020)	\$ -	\$ 35,000	\$ -	\$ 35,000	\$ 35,000	
CPH, Inc. - M000128 - W002 - A01 (May 2022)	\$ -	\$ -	\$ -	\$ -	\$ -	
Project Budget (Jan 2024)	\$ 750,000	\$ -	\$ -	\$ -	\$ -	
RCES Soft Costs & General Requirements (Jan 2024)	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	
CPH, Inc. - C_____ (Jan 2024)	\$ -	\$ -	\$ 174,271	\$ 174,271	\$ 174,272	
Owner Furnished Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Budget (Jan 2024)	\$ -	\$ -	\$ -	\$ -	\$ -	
Construction Services	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000
Project Budget (Jan 2024)	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	
Total	\$ 3,250,000	\$ 284,938	\$ 424,271	\$ 709,209	\$ 709,210	\$ 2,540,790



Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 9.1

Page 1 of 1

Meeting Date	
January 24, 2024	
Agenda Item Name	
Resolution No. 658 PAID PARENTAL LEAVE POLICY FOR DISTRICT EMPLOYEES	
Requested Action	
Approval of Resolution No. 658 to ADOPTING A PAID PARENTAL LEAVE POLICY FOR DISTRICT EMPLOYEES	
Staff Report	
District wants to enact a paid parental leave policy. Policy attached	
Additional Analysis	
N/A	
Fiscal Impact Summary	
N/A	
Exhibits Attached	
Resolution No. 658 and Paid parental leave Policy	

RESOLUTION NO. 658

A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A PAID PARENTAL LEAVE POLICY FOR DISTRICT EMPLOYEES.

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 “Act”); and

WHEREAS, the District wishes to adopt a Paid Parental Leave Policy; and

WHEREAS, the adoption of a Paid Parental Leave Policy will assist the District in attracting and maintaining talented and competent employees; and

WHEREAS, paternity and maternity leave has significant benefits for the health of individual family members and for the well-being of the family overall; and

WHEREAS, among other things, paid maternity leave positively affects breastfeeding rates, infant mortality, maternal health, and paid paternity leave results in increased father-infant bonding, more equitable division of household labor, increased child-engagement, and improved health and development outcomes for children.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Supervisors of the Central Florida Tourism Oversight District, as follows:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

SECTION 2. Adoption of a Paid Parental Leave Policy. The attached Paid Parental Leave Policy is hereby adopted and created.

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. Effective Date. This Resolution shall become effective immediately upon adoption by the Board of Supervisors of the Central Florida Tourism Oversight District, except for employees who are members of a collective bargaining unit for whom this Resolution shall become effective on April 1, 2024. The effective date pertaining to bargaining unit members may be further delayed for up to ninety (90) days by the District Administrator.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of Supervisors of the Central Florida Tourism Oversight District, this 24th day of January 2024.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

By: _____
Martin Garcia
Chair of the Board of Supervisors

Attested:

By: _____
Glen Gilzean, District Administrator

Paid Parental Leave Policy

In its efforts to support families and to provide supplemental wages for parents, the District provides paid parental leave (“PPL”) to eligible employees as defined by and in accordance with the terms of this policy (“Parental Leave Policy”). Benefits available under this policy will run concurrently with Family and Medical Leave Act (“FMLA”) leave (paid or unpaid) as well as other applicable non-FMLA leaves of absence (paid or unpaid) provided for by the District and pursuant to District policies (e.g. Medical Leave and/or Personal Leave). Also, employees may not use PPL to extend their FMLA or non-FMLA leave benefits beyond those provided for pursuant to the applicable District policy.

To qualify for PPL benefits under this policy, an employee shall have:

- (a) At least one year of cumulative service with the District within the last seven years; and
- (b) A minimum of 1,250 hours worked with the District in the 12-month period preceding the first date of leave.

Part-time employees who meet the qualification requirements pursuant to this policy are eligible for PPL. Temporary employees are not eligible for PPL; however, time spent working as a temporary employee may be used to meet the qualification requirements.

The District provides PPL following the birth or adoption of a child as defined below.

- (a) *PPL - Childbirth Recovery Leave*: Leave granted for absences from the workplace for an employee’s recovery period immediately following childbirth. Such leave shall be granted for a period of up to six (6) consecutive calendar weeks to begin on the first full calendar day following a documented birth. Employees may not elect to use Childbirth Recovery Leave on an intermittent basis.
- (b) *PPL - Care and Bonding Leave*: Leave granted for an absence from the workplace following a documented birth of the employee’s child or the documented placement of a child for adoption or foster care with the employee and to bond with the child. Such leave shall be granted for a period of up to six (6) weeks within one year following the birth or adoption and may be granted on an intermittent basis.

Examples:

- Brittany has an uncomplicated birth and is eligible for paid parental leave under this policy as well as FMLA leave. Brittany elects to take 12 full weeks of FMLA leave. Pursuant to the STD plan and the District's supplemental pay policies, Brittany can receive her full salary for 5 weeks following a one-week waiting period. Pursuant to the District's PPL policy, Brittany can receive a total of 6 weeks of PPL (Childbirth Recovery Leave and Care and Bonding Leave combined) to run concurrently with FMLA and STD/District supplemental pay policies. As a result, Brittany's first week of leave, during the STD waiting period, will be PPL and FMLA. Next, Brittany will use 5 weeks of applicable District supplemental pay/ STD/ Child Birth Recovery Leave and FMLA. After that, weeks 7 through 12 will be FMLA/ Care and Bonding Leave.
- Andrew adopts a new baby and is eligible for PPL under this policy as well as FMLA leave. Because he did not give birth, Andrew is not eligible for STD, but he is eligible for 12 weeks of FMLA and he is eligible for 6 weeks of PPL under this policy. Also, Andrew has two weeks of vacation time accrued and unused and no sick time accrued and unused at the time of the adoption. Andrew timely requests FMLA leave for a total of 12 weeks off. Andrew also timely requests use of PPL for 6 weeks and use of his 2 weeks of vacation time during his FMLA leave, which would otherwise be unpaid leave. Andrew will be on PPL and FMLA for the first 6 weeks pursuant to this policy as PPL and FMLA run concurrently. After 6 weeks on FMLA and PPL, Andrew will exhaust his PPL; however, he has requested and received approval for use of 2 weeks of vacation during his 12 weeks of FMLA leave. As a result, during Week 7 and Week 8 of Andrew's 12 week FMLA leave, Andrew will be on FMLA leave and will receive his vacation pay. After that, during Weeks 9 through 12, Andrew will receive no pay/will be on unpaid FMLA leave.

Documentation may be requested to substantiate a need for PPL. For PPL Care and Bonding Leave, the documentation shall identify the employee as a legal parent to the child and/or should substantiate the employee's status as a foster parent. For Care and Bonding Leave, employees may provide the following documentation: a birth certificate, an amended birth certificate based on a court order, or a court order. For Childbirth Recovery Leave, employees may provide the following documentation: a birth certificate or medical certification including discharge papers from the hospital.

Employees seeking use of PPL should make a request to Human Resources at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by Human Resources to substantiate the request.

PPL counts as hours of pay but does not count as hours of work for overtime purposes. Approval of PPL following the birth or adoption of a child pursuant to this policy is limited to an amount necessary to bring the employee to 100% of their base pay for the period during which the employee is on approved PPL. If a part-time employee qualifies for PPL, the PPL benefit will be prorated based on 100% of the part-time employee's base rate of pay. Base pay for purposes of this policy will be calculated based upon the employee's average number of regularly scheduled hours of work in the workweek, in the employee's regularly assigned job classification, based upon the immediately preceding 6 month period. The base pay calculation does not include voluntary overtime, shift differentials, or other incentive pay.

For employees who are eligible for short term or long-term disability during PPL, the District expects employees to apply for and receive benefits from the District's short or long term disability programs. An employee's eligibility to use or an employee's availability of accrued, unused sick or vacation time does not impact the employee's ability to apply for and/or receive approval of PPL; however, PPL, FMLA, and STD leave run concurrently regardless of whether an employee has requested PPL. If an employee is on FMLA leave and is eligible for multiple wage replacement/supplemental income benefits, benefits will be applied in the following order: STD/LTD, PPL, sick, vacation. Unpaid leave will not be provided or apply, under any District policy, until all available paid benefits are exhausted.

Under no circumstances shall an employee ever receive more than 100% of their base pay between use of sick pay, vacation pay, short or long term disability benefits, and PPL or any other supplemental/replacement wage benefit. Any amounts the employee receives for short or long term disability will be applied and provided to employee before PPL benefits are provided and PPL benefits will be used to supplement short and long term disability only under circumstances where an employee is not receiving 100% of the employee's base pay on short or long term disability. In no case shall the approval of PPL cause the employee to receive compensation, supplemental income, or wage replacement in excess of 100% of their base rate of pay while on PPL or any other approved leave of absence.

The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of PPL granted for that event or granted within a one-year period. In addition, in no case will an employee take more than 6 weeks of Childbirth Recovery Leave and 6 weeks of Care and Bonding Leave in a rolling 12-month period, regardless of whether more than one birth or adoption occurs within that 12-month time frame. Also, if an employee is ineligible for PPL Care and Bonding Leave at the time the employee's child is born or placed for adoption or foster care, but later becomes eligible for PPL Care and Bonding Leave, the employee may request and receive approval for PPL Care and Bonding Leave upon becoming eligible, provided this eligibility occurs within the one (1) year period following the birth or placement of the child for adoption or foster care. If an employee is ineligible for PPL Childbirth Recovery Leave at the time the employee's child is born, but later becomes eligible for PPL Childbirth Recovery Leave, the employee may request and receive approval for PPL Childbirth Recovery Leave upon becoming eligible provided the leave is within the first six (6) weeks immediately following the birth of the employee's child. If this occurs, the District will approve the leave only for the portion of the six (6) week period remaining as the six (6) week period begins on the first full calendar day following the birth of the employee's child.

If an official District holiday occurs during an employee's PPL, the employee will receive holiday pay in lieu of a PPL day, provided the employee is in pay status the day before and the day after the official District holiday. Otherwise, the holiday will be counted toward the PPL leave period.

The District will continue to pay its share of the cost of an employee's group health insurance during a PPL. The employee's share of the premium will be deducted from the employee's pay in accordance with normal practice. In the event that an employee does not have wages sufficient to cover the cost of their share of the premium during PPL, the employee is responsible for sending payment for their portion of the insurance premiums to the District, most commonly sent as a paper check via the mail. Any questions regarding PPL benefits should be directed to Human Resources.

Should an employee not return to work at the conclusion of an approved PPL, they will be considered to have voluntarily terminated their employment with the District. However, additional leave may be available in certain circumstances for extenuating medical needs. In such cases, employees must contact Human Resources before the end of their leave to explore their options.