AGENDA

May 22, 2024
10:30am

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
May 22, 2024
10:30 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 April 24, 2024 Meeting Minutes

6.2 Proclamation for Building and Safety Month

7. REPORTS

7.1 Management Report

7.2 Informational Report

- Semi-Annual Report on the Electric Reliability Compliance Program

8. GENERAL BUSINESS

8.1 Award of contract for the 2024 Milling & Resurfacing Pavement Program with Watson Civil Construction, Inc. in the amount of $3,457,000

8.2 Award of three-year continuing services contract for roadway and maintenance construction services with Stage Door II, Inc. in the amount of $3,000,000

8.3 Approval for the Finance Department to pursue bond funding to support infrastructure needs for the District's Roadway Capital Improvement Program in the amount of $99,300,000

9. PUBLIC HEARING

9.1 Resolution NO. 661 **- A resolution of the central Florida tourism oversight district amending article 6 of the RCID land development regulations to create a new chapter 6-110 regarding development agreements; providing for codification,**

severability, conflicts and an effective date.

10. OTHER BUSINESS

11. ADJOURN

APPEALS: All persons are advised that, should 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 (at DistrictClerk@oversightdistict.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.

In The Matter Of:

Central Florida Tourism Oversight District

Board of Supervisors Meeting
April 24, 2024

Legal Realtime Reporting
P.O Box 533082
Orlando, Florida 32853- 3082

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Min-U-Script® with Word Index

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS MEETING

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LOCATION:	**Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830**
DATE TAKEN:	**April 24, 2024**
TIME:	**10:33 a.m. - 11:52 a.m.**
REPORTED BY:	**SANDRA D. BROWN, FPR, Court Reporter and Notary Public State of Florida at Large**

PRESENT:
BOARD MEMBERS: Charbel Barakat, Vice Chairman; Brian Aungst, Jr.; Ron Peri; Bridget Ziegler; Craig Mateer

SPEAKERS: Pastor Norberto Fonseca, Advance Community Center; Eddie Fernandez, CFTOD Operational Safety Consultant; Stephanie Kopelousos, District Administrator; Douglas Henley, Director of Facilities; Terry Cullen, Fleet Maintenance Manager; Christine Ferraro, Director of Energy Services; Craig Sandt, Principal Construction Manager; Ray Crooks, Director of Utility Business Affairs; Susan Higginbotham, Director of Finance; Lauren Strope, Cherry Bekaert; Justin Conley, Cherry Bekaert; Katherine Luetzow, Planning & Engineering Manager

CFTOD STAFF: Stephanie Kopelousos, District Administrator; Paula Hoisington, Deputy District Administrator of Administration; Mike Crikis, Deputy District Administrator of Operations; Daniel Langley, Acting Counsel for CFTOD; Eddie Fernandez, CFTOD Operational Safety Consultant; Eric Ferrari, Acting Fire Chief; Alycia Mills, Executive Assistant; 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; Tiffany Kimball, Contracting Officer; Yenni Hernandez, Chief Information Officer; Susan Higginbotham, Director of Finance; Joey Rodriguez, Chief Building Inspector and Interim Building Official; Christine Ferraro, Director - RCES; Ella Hickey, Building & Safety; Jason Herrick, Director of Public Works and Utilities Advisor; Roger Smith, Assistant Chief of Operations - Fire Department; Wendy Duncan, Manager - Laboratory Operations; Douglas Henley, Director of Facilities; Craig Sandt, Principal Construction Manager; Joel Edwards, Deputy Fire Chief; Holly Hagan, Security and Emergency Management Coordinator; Wendy Duncan, Manager - Laboratory Operations; Erin O'Donnell, Town Clerk and Public Records Administrator; Heidi Powell, Manager - Financial Reporting Analysis

P R O C E E D I N G S

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VICE CHAIR BARAKAT: All right. I call this meeting to order. Good afternoon, it's -- we got 10:33. Hopefully, a little later start time, but I guess the word got out, so it's good to see you all -- good to see you all here.

We'll start with the invocation. We are honored to have Pastor Norberto Fonseca open today's meeting with the invocation. Hailing from Puerto Rico, Pastor Fonseca's dedication to service has touched countless lives. From founding the Advance Community Center to supporting Central Florida's senior community, his compassion knows no bounds. Why don't we join Pastor Fonseca as he leads us in prayer. Pastor.

PASTOR FONSECA: Thank you for your invitation, my first time here. So we're going to pray.

VICE CHAIR BARAKAT: Thank you.

PASTOR FONSECA: Dear Father, I present to you this board which you have chosen for a special assignment. I ask you for wisdom to manage the issues that will take care of our community and also business of this land. Open the heavens and

provide the resources that I know are needed for this time.

Father, be blessed and bless the life and work of each one in this room. In the name of Jesus, Amen. Thank you.

VICE CHAIR BARAKAT: Amen. Thank you, Pastor Fonseca.

PASTOR FONSECA: God bless.

VICE CHAIR BARAKAT: Now will you please join me and rise for the pledge of allegiance.

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

VICE CHAIR BARAKAT: All right. Now, Eddie Fernandez will present our safety minute. Eddie, welcome back, Eddie.

MR. FERNANDEZ: Thank you, Mr. Vice Chair, and board members, for giving us the opportunity to share some important safety information for those guests and visitors that may be visiting us for the first time.

I'd like to point out to everyone the exit doors to your left and right at the front of the room. Please, in the event of an evacuation, grab

all your belongings and head out in an orderly fashion to the exit at the front of the building or the rear of the building.

And when you arrive outside, you'll see that our employees have assembled at the ends of the parking lot. Please meet them there until we have further notice from emergency responders on whether we can enter the building again or not.

In the event that we need a first-aid kit or an AED defibrillator, we have those at the front security desk. Thank you very much and enjoy the meeting.

VICE CHAIR BARAKAT: Thank you, Eddie. Our next item is our public comment period. Thank you -- well, I would -- thank you to those who signed up to offer public comments. It doesn't sound like we have any, but I'll thank them anyway.

This is a general reminder this is the time for public comments, not a question-and-answer period for the Board. It's important for us to receive public comments so that we can enact the will of the people of Florida. Each person would have three minutes, and we'd ask that they introduce themselves and any affiliations they may have.

No one has signed up for public comment; however, I guess I would just -- you know, I'd note -- I'd send a message to our friends at the Disney Defenders, we miss them, and I hope they're -- hope they're doing okay.

So we will move on, then, to the consent agenda. We have three items on today's consent agenda: Approving the meeting minutes, approving a second amendment to the Amended and Restated Labor Services Agreement with RCES, and renaming the fire department.

I did want to take a moment to discuss -- well, item 6.2 and maybe a quick note on 6.3, as well. But the March 27th, as I think a lot of you will recall, we reached a settlement agreement between the District and Disney that on March 27th, the last meeting. That agreement requires the execution of an amendment to the Amended and Restated Labor Services Agreement with RCES in order to shorten the term of that agreement to end on September 30th, 2028, and to delete the automatic renewal terms.

The approval and execution of the second amendment to the RCES agreement on the consent agenda satisfies one of the conditions of the

settlement agreement.

And I would just note on -- as to 6.3, I'd like to congratulate Chief Ferrari. It's a wonderful new name and logo, and I hope to start seeing that logo on, you know, polo shirts and other things going forward in the very near future.

So with all that being said, is there a motion to approve today's consent agenda?

MR. AUNGST: So moved.

MR. MATEER: Second.

VICE CHAIR BARAKAT: Okay. Is there a second? Second. All those in favor, say yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: All those opposed, say nay. All right. Hearing none, let the record reflect that the consent agenda passes unanimously. Thank you.

Now we'll move on to the management reports. I would like to invite District Administrator, Stephanie Kopelousos, to deliver the management report and present the excellence awards. Stephanie, the floor is yours.

MS. KOPELOUSOS: Thank you, Chairman, and thank all of you for the opportunity to serve in this role. I've been here about a month drinking

out of a fire hose. I want to thank the team here for their patience. They have tried to get me up to speed on all the pertinent issues, and a lot of issues still they keep saying there's more, there's more, there's more. So I'm doing my best to get up to speed, but just grateful for the opportunity and appreciate the team and their patience and the briefings that you have all done to help me get up to speed.

One note I do want to talk about before we bring up our team is the Relay for Life event is Saturday at Maxwell Field. So we've had an absence of doing that for four years, I think, now, and so we're bringing that back, and so Saturday we'll have a full day for a great cause. So just if everybody can plan on being out there, and just want to shout out to Jennifer Johnson for all her work on getting this off the ground and getting things moving.

So on that note -- so for our recognition, I have to say there's a lot of people I've heard about when I first started here. Nancy McLean is one of them. She's the District's fleet coordinator. She's the one nominated today for the excellence award, and I have to say, there's no one

who epitomizes hard work and dedication to this organization. She's been carrying more than her weight over the past little bit, and so it's my honor to recognize her today. Bring her up, along with Douglas and Terry to say a few things.

(Applause.)

MR. HENLEY: Good morning, everyone. So I'm Douglas Henley. I'm your new director of facilities and the actual newest member of the facility management team. And you can imagine being new, how great this is to have someone within our team honored today. So, Terry, I'd like to introduce our fleet manager, and my teammate, Terry Cullen, who's going to introduce the award.

MR. CULLEN: Thank you, Douglas. First of all, I'd like to say thank you to senior leadership and to the Board for making awards like this available. There's -- it's an extraordinary thing that you guys do.

When I started not long ago, Nancy was my shining beacon, as it were, for this new role that I entered into. So there's no one that is better suited for that. Knowing everyone within the District, knowing how the intricacies work in and out, different departments and the inter-department

relations, absolutely fabulous.

Nancy not only rolled with -- as the fleet coordinator and fleet but acted as the administrative assistant in facilities. And when that position was filled, mentored Beatrice into that role, as well as showing me the ropes as it were.

So I think everyone in the District would agree with Stephanie that there is no one that epitomizes that spirit of teamwork and cooperation that the District should be very proud of than Nancy. So with that being said, I'd like to present, on behalf of the District, Gold Excellence Award for Nancy McLean.

(Applause.)

MS. KOPELOUSOS: If we can get the Board members, too, to come up and let's get a picture.

VICE CHAIR BARAKAT: Yeah, let's take a photo. Wonderful.

MS. KOPELOUSOS: Thank you. Congratulations.

(Photograph taken.)

MS. ZIEGLER: Stephanie, you don't want to be in this one?

MS. KOPELOUSOS: No, you're good.

MS. ZIEGLER: Okay. Thank you.

MR. AUNGST: Congratulations.

MS. KOPELOUSOS: Mr. Chairman, that is my report.

VICE CHAIR BARAKAT: Thank you, Stephanie, and congratulations and thank you, Nancy, again.

Now we will move on to new business, and I think -- I think we're breaking a record today with nine agenda items, so already -- already back to the people's business. I love it.

For new business, nine items to consider. First, we have the contract change order for Project U chilled water service installation. I'd like to invite Chris Ferraro, director of energy services, up for a brief presentation. Hi, Chris, good to see you back.

MS. FERRARO: Thank you. Good morning.

VICE CHAIR BARAKAT: Good morning.

MS. FERRARO: Good morning, Chairman of the Board, board members, and district administrator. I am going to take the first seven items on the agenda today. I'm getting loose up here, getting ready, here we go.

VICE CHAIR BARAKAT: Yeah, keep your knees bent.

MS. FERRARO: So the first item for board

consideration is approval of a contract in the amount $2,150,000 to Southland Construction for construction of utility service for chilled water for Project U. The customer is contributing a significant portion to the cost of this project. Their contribution will account for $1,918,002.72 toward the $2.15 million requested for board approval today.

So we began our journey with this new project in January of 2022. The customer submitted the utility service request for electric, potable water, wastewater, and reclaimed water. Those utilities are under construction and are moving along at a good pace.

Next slide, please. For the chilled water service, there was some complexity because this project is located within the confines of the District roadway work, World Drive North, Phase III, part one. So we evaluate this from a utility service perspective. We said, hey, it's great news. The plant and the pipes that go there have the capacity to serve the customer. We would like to connect them; however, the current pipes are being relocated to the new roadway section.

So this has been communicated to the customer,

and the customer will wait for permanent chilled water service until the utility roadway work relocates those chilled water pipes.

From a timing perspective, we did account for this customer in design World Drive, Phase III. Just putting some taps off the new chilled water pipes, but then we did not have all the information from the customer on their load and their demand until that project was bid; hence, the change order request.

So from a -- we can go to the next slide. So this is the scope of work for the customer, so we're going to connect to the new pipes along the relocated roadway, come underneath through a jack-and-bore method, install 96 feet of pipe, and we're going to come up above grade. You can see that on the picture on the right, and make provisions there for permanent chilled water service for the customer and also for them to connect temporary chilled water service. So they're going to provide their own chilled water with mobile chillers until the District service is available.

So the total cost of this installation is $2,476,788.89. The customer is contributing 90

percent of that. They're contributing a total of 2,217,686.29, and that's in accordance with the District's -- essentially, they're tariffs for chilled water service. So the District expects to invest and get a return on revenue in a timely manner. For our chilled water utility, that's two years. So the customer gets credit for two years worth of projected revenue, and then they pay the remaining cost for utility service.

When we look at its portion, it's going to be a portion of this contract of $2.15 million. The District is recommending -- District staff are recommending a change order to the existing contract with Southland Construction. The work will be executed by Garney Construction, which is a subcontractor for the mechanical utilities on this roadway project.

I want to tilt my hat to our District construction manager for helping the utility division negotiate this contract and this change order amount. We think it makes sense for this work to go to that contractor. They are on-site, they are mobilized, it's efficient, and we'll have great coordination between the roadway project and the new connection for the customer. To have

another vendor out there would probably cause delays in our roadway work and Craig would be impacted. And we like Craig, so we're recommending that it move forward this way.

I think I have one last slide, just some details. So the customer, as described before, is paying 90 percent of the cost for this installation and for their service. It's going to be funded through -- what's remaining for the District to be funded will be funded through utilities planned work program in fiscal year '25.

VICE CHAIR BARAKAT: Okay. Great. Thank you, Chris. And I'll just -- obviously, we'll have a chance for the other board members to speak. I'll just add, this is -- I've had the opportunity to tour this -- the area of this project a couple times with Craig, and I, too, love our construction team. Is -- this is what they call a high degree of difficulty project. No easy thing, high traffic area, high use, right in -- you know, I guess what you might call the high-rent district. You know, a lot going on, and so it's difficult work and glad to see it go forward with a great contractor in place.

So is there a motion -- well, unless anyone

has anything else? Any other comments? Questions? Is there a motion to approve the contract change order for Project U chill water service installation?

MR. AUNGST: So moved.

VICE CHAIR BARAKAT: Is there a second?

MR. MATEER: Second.

VICE CHAIR BARAKAT: Thank you. Thank you, gentlemen. All those in favor, say yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: All those opposed say, nay. Let the record reflect the motion carries unanimously. Very good.

Next we'll move on to the contract for network security and video upgrades for utility infrastructure, item 8.2 on the agenda, $699,648.17 with Alert Security, Inc. Chris.

MS. FERRARO: Thank you. So this work is part of -- and we can go right to the next slide, if that's okay. This work is really part of our effort to remain best-in-class from a Department of Energy perspective from security and resiliency of our electric system. So we have partnered -- again, I want to shout out to all my partners here with Tanya Naylor at the District, and we have

reviewed the electric infrastructure and have recommendations for enhancements for cameras and for monitoring.

We aren't going to go into the detailed scope here because that's kind of a critical infrastructure issue, so we're going to keep that -- the details out of the public forum. The -- from a bid and contract perspective -- if we can go to the next page. We are recommending this contract award go to Alert Security, Inc.

It is part of the District's procurement policy that this work does not need to be competitively bid; however, in part of our due diligence, we looked at all of the parts and pieces and equipment for this work and benchmarked against three other providers and found that the costs were competitive, just to do our due diligence.

So we're recommending board approval of this contract to Alert Security, Inc. They do do business as Signature Systems of Florida in the amount of $699,648.17.

VICE CHAIR BARAKAT: Is there a motion to approve the contract change order for network security and video upgrades for utility infrastructure?

MR. MATEER: Move approval.

MR. AUNGST: Second.

VICE CHAIR BARAKAT: Okay. All those in -- upon that motion and a second, all those in favor, say, yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: All opposed, say, nay. Hearing none, let the record reflect the motion carries unanimously. Thank you, Chris.

MS. FERRARO: Thank you.

VICE CHAIR BARAKAT: We'll move on to 8.3, award of a three-year contract for compostable waste stream transportation and disposal services in the amount of 19,278,591 -- note we didn't get down to cents on this one -- with CompostUSA of Sumter County, LLC.

MS. FERRARO: Very good. Thank you. We can move right to the next slide, please. So just a little bit of background on the need for this contract. So the District does collect about 70,000 tons per year of waste that can be treated and brought to a class AA standard that can become fertilizer that can be land applied. So we want to keep those materials out of landfills.

There's four waste streams: yard waste, food

waste, manure and bedding and then biosolids from our water recovery -- water resource recovery facility. So we look where there are agriculture applications for this byproduct once it's treated.

Next slide. So we did go out for bid, and, again, I need to tilt my hat to my District partners. Tiffany helped us with this quite a bit, our chief contracting officer. We had a vendor in place, but Tiffany went out and researched everyone that had a composting license that was within an area that could be hauled and disposed and offered this to bid. So we did try our very best to get other bidders, but with that volume of materials, we had one bidder that chose to come in and provide this service.

So it's a three-year agreement for hauling and disposal, so it's gathered by the District and comes into a transfer station, and it's loaded there and hauled to a composting facility.

Then they go through the whole process where they take this right to sale of the materials that are treated and can be used for fertilizer and land application. We also wanted someone to operate our District yard waste facility. That was one of our waste streams. Thousands of tons of yard waste per

year comes through, and it's handled and loaded for disposal and compost.

So our responsive bidder was CompostUSA of Sumter County. We offered two options in our bidding contract. In our food waste stream, it's post-consumer food waste, so we do get a lot of waste capture, but we also get some plastic knives and forks, and other things that come into that waste stream, and the vendor needs to handle that, and they can't go into their composting rows.

So we offered to two options for that food waste. We said, hey, we know you have to look at contamination, give us a cost per pound handling the contamination, or if you have a solution that we can participate in funding, give us an upfront cost and then give us a per-ton cost, as well.

So they did provide two options, and providing the upfront cost to them was cheaper. It came in as an advantage to the District of almost $586,000 over the three-year-contract. So we are recommending that alternative bid where there's an upfront payment to the vendor and then a lower per-ton fee going forward for food waste.

I think on the final slide this is captured. So three places pay for this work. We pay for this

out of routine operations and wastewater. It's included in the budget that's captured through utility rates. And our solid waste rates rolled up and included in those rates, and we have that one-time payment that I discussed. It's about $1.78 million, and that will be an expensed payment that will be paid from pre-collected, unrestricted reserve funds. So that's already been collected through rates, and it's there waiting for an appropriate use.

Any questions?

VICE CHAIR BARAKAT: Yeah. Chris, when you say -- when you say "yard waste," I assume that's sort of a colloquial term, but, I mean, we're talking about landscaping and trimmings.

MS. FERRARO: Correct, all the landscaping, cuttings, trimmings. It's a really significant volume.

VICE CHAIR BARAKAT: Yeah. Lot of green space. Absolutely. All right. Well, great. Is there -- unless there's any discussion, is there a motion to approve the contract for compostable waste stream transportation and disposal services?

MS. ZIEGLER: Move approval for 8.3.

VICE CHAIR BARAKAT: Thank you. Is there a

second?

MR. PERI: Second.

VICE CHAIR BARAKAT: All those -- upon second, all those in favor, say, yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: All those opposed, say, nay. Hearing none, let the record reflect the motion passes unanimously.

On to agenda item 8.4, the award of a three-year contract for single-stream recycling services in the amount of -- let's say, approximately, $1.2 million with Recycling Services of Florida, Inc. Chris, please.

MS. FERRARO: Thank you. Again, it's a great business in waste. Lots of volume. If we go to right to the next screen, we can talk about a little background on what is collected.

So the District, in this case, cuts about 16,500 tons of mixed recycling. It's baled cardboard, baled film, and sorting. Before we collect that and send that for disposal in the -- handling the disposal in the recycling commodity market.

So, in history, our recycling contract had a rebate structure, so we basically went out and said

to that recycler, hey, haul it away, sort it, process it, and what you sell it for we will share that cost.

So there was no real price certainty of the District within the last five years. In one year, our cost was $2.4 million for that work, some years we've gotten $200,000 in favorability, but it doesn't really incent that a vendor to take that material to market, right? The District really has all the risk, because if they don't take any of it to market, we're going to bear that cost, as well.

So, again, another shout out to Tiffany, our chief contracting officer. I'm sorry, Tiffany, but we have -- we have to call you out. So Tiffany said, hey, I've seen this done differently. Let's go out for a fixed bid. Let the vendor bear the risk, and then there will be more incentive to take more of this waste to market and get the best price.

So if we go to the next slide. So we did have three bidders in this space for those three materials: mixed material, baled cardboard, and film, and we are recommending award to Recycling Services of Florida, out of Clearwater, Florida, in the amount -- for a three-year contract of 1

million -- approximately, $1.2 million. The cost per ton for this hauling and disposal is $23.65.

If we go to the next slide. From a funding perspective, this is all recovered through utility rates. It's part of routine operating expense in the solid waste utility budget.

VICE CHAIR BARAKAT: Okay. Very good. Wow. There you go. Special effects. Thank you for that presentation. I noticed the vendor is based in Clearwater, Florida, so the home of world class recycling services, according to -- according to board member Aungst. Anyway, thank you.

Is there a motion to approve the three-year contract for single-stream recycling services?

MS. ZIEGLER: Move approval for agenda item 8.4.

VICE CHAIR BARAKAT: Is there a second?

MR. PERI: Second.

VICE CHAIR BARAKAT: All those in favor, say, yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: All opposed, say, nay. Let the record reflect that the motion carries unanimously.

The fifth item of business is the award of a

contract to replace the Anoxic Lift Pump No. 1 at the District Water Resource Recovery facility. Chris, please.

MS. FERRARO: All right. We can go right to the second slide. So this equipment is located -- we call it the Water Resource Recovery Facility, but we're really just trying to be fancy. It's the wastewater treatment plant. We're trying to re-brand our waste business.

So there are three of these pumps located at the plant that are anoxic lift pumps, and they take water in one part of the plant, and they move it to another part of the plant. There are seven pumps in total, but these triplets here, the three that you see are all from 1992.

Recently, we have replaced Anoxic Lift Pump No. 2. This proposal is to replace Anoxic Lift Pump No. 1. We did evaluate, you know, they are a tried and true technology method. We do have some submersible pumps, too, but they would have required significant modification to the electrical system in the plant and been much more expensive.

These are called Archimedes screw pumps, been around a long time. The technology works. The pumps can even run -- they can run wet or dry, and

they're a really solid part of the wastewater business.

We can go on. So this will be executed in fiscal year '25. We have a long lead time on this equipment. It's about a year for one of these pumps to be procured and installed.

If we can go to the next slide. So we did go out for a competitive bid. We did receive one bid for this work from Evoqua Water Technologies in Pittsburgh, Pennsylvania, we have used them before, in the amount of $1,227,017. We do feel good about moving forward with this screw pump technology. All of the parts are readily available, and it's still very relevant in the industry.

Are there any questions?

VICE CHAIR BARAKAT: Chris, so they were -- they've been in use since 1992. Would you say, are they -- how far along in their useful life are they?

MS. FERRARO: They are past their useful life. We think about it as about 30 years, and that's kind of what we're seeing. I do envision that in our capital improvement plan, we will recommend replacement of the third of those pumps probably in the upcoming fiscal year.

VICE CHAIR BARAKAT: Great. Sounds urgently needed. Thank you. Is there a motion to award the contract --

MR. PERI: I do have a --

VICE CHAIR BARAKAT: Go ahead, Ron. Sorry.

MR. PERI: Okay. So pump No. 2 is the one you're replacing at this point?

MS. FERRARO: We replaced -- we can go back to the picture. That makes it easy. We replaced pump No.2 very recently.

MR. PERI: As of 2024.

MS. FERRARO: Correct.

MR. PERI: Okay. So it's 1.

MS. FERRARO: This is pump No. 1.

MR. PERI: And three. With pump No. 1, is there any risk if it completely failed that it can't -- in other words, are we at risk as we wait the one year? Should we be looking at the plan for pump No. 3 already?

MS. FERRARO: That's a great question. So there are seven pumps at the plant. Three of these are -- so we have redundancy, but we will probably be coming to the Board probably in fiscal '25 with a lead time for these pumps to recommend approval for replacement of that third pump.

MR. PERI: How likely is it we might have a double failure?

MS. FERRARO: Very unlikely.

MR. PERI: Okay. Thank you.

VICE CHAIR BARAKAT: Good questions. Any others?

MR. MATEER: Move approval.

VICE CHAIR BARAKAT: Okay. Is there a second?

MS. ZIEGLER: Second.

VICE CHAIR BARAKAT: All right. All those in favor, say, yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: All opposed, say, nay. Hearing none, let the record reflect that the motion on agenda item 8.5 passes unanimously.

All right. We'll move on to the sixth item of business. The award of the contract for Epcot Energy Plant boiler No. 1, replacement and low temperature hot water valve automation with Harper Limbach, LLC. Chris, please.

MS. FERRARO: Thank you. So we're finally out of the wastewater space and the waste space, and we're moving into the Epcot Central Energy Plant. You can tell that we like to build things in threes, so at the Epcot Central Energy Plant, there

are three boilers that were original to the construction of that facility in 1981.

They are 27 MMBtu per hour, natural gas fired units. And we call it low temperature hot water. It runs at 200 degrees Fahrenheit. We compare that to the hot water system that's in the first part of the property in the north service area, and that was constructed and runs at 350 degrees Fahrenheit, so probably not low temp hot water by our current standards that you would think about in our home.

But those boilers are at the end of their service life. We have invested to try and extend that life. But we've done two replacements and some cheap repairs and replacements, but they're just ready for a full replacement now.

So we're coming to the Board today to seek approval to award a contract to Harper Limbach in the amount of $1,898,715 for installation, replacement of that boiler including all of the control systems and pertinent devices. Included in this scope of work is the automation of 18 valves. All of the valves that are inside the low temperature hot water system at the plant right now they are on the ceiling of the plant, and you have to get a high reach or other equipment or a ladder

to go up and operate these valves.

It's slow, it's difficult for our personnel to status those valves, and it usually status them sometimes as part of an emergency, and it's not -- valves sometimes leak, and it's just not a good idea to have a leaking valve with hot water and a person in its path. So we are proposing the automation of those valves, and that's included within this scope.

If we go to the next slide. So, overall, from a project perspective, anticipating the cost of $2,363,148, that will be paid by funds on hand that were issued in 2021, we call them the 2021-2, utility revenue bonds and because this is considered a non-traditional utility, as part of the hot water system, that's taxable borrowing, so you'll see that noted here that there's a taxable borrowing.

So in addition to the contract with Harper, there are also some general requirements for the project and allowances for soft costs included in that $2.36 million amount.

VICE CHAIR BARAKAT: Good. Okay. Thank you. Any -- any questions about this? All right. Is there any -- well, in that case, we'll entertain a

motion for passage.

MR. AUNGST: Move approval.

VICE CHAIR BARAKAT: Is there a second?

MR. PERI: Second.

MS. ZIEGLER: Second.

VICE CHAIR BARAKAT: Thank you. All those in favor, say, yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: All opposed, say, nay. Let the record reflect the motion passes unanimously.

And, Chris, we're on to home stretch.

MS. FERRARO: We are, but, unfortunately, we're going back to the wastewater plant, so here we go.

VICE CHAIR BARAKAT: All right.

MS. FERRARO: Yes, this is a request for contract approval from Handex Consulting and Remediation in the amount of $909,000 -- $909,792 for removal of sediment build-up from train No. 3 at the wastewater plant.

So our process of the District's plant is biological nutrient removal process. We're looking to remove nitrogen and phosphorous from the waste stream to comply with all of our Florida DEP

regulations. So there's a big tank that you'll see pictured there. We have divided them up into four segments that we call trains. Of those four trains, three are available.

Train No. 1 was not commissioned. It would be for our future plant expansion. The plant capacity right now is 20 MGD, and we treat about 4 billion gallons of wastewater per year.

We have already cleaned out train No. 4, so the process to clean out one of these trains is about 25- to 35-foot deep concrete train, and they are -- there becomes sediment that lives in the bottom of that train from the wastewater process. So you drain them, and then you have to clear out all that sediment so you can evaluate the condition of the fans and other pertinent devices that are at the bottom of that train.

It is a complex scope of work. We have partnered with our fire department personnel to understand how we can safely get folks out of that space if we would have an event. The complexity of that space and work environment, and the layers of scaffolding that are required to reach the bottom of that and raise that sediment up and dispose of it appropriately drives the expense cost for this

project.

So we did go out for bid in this space. We only received one bidder, but we have worked with them before. It's Handex Consulting and Remediation. This is a full expensed project.

If we can go to the next slide, please. It's funded -- it will be funded through utility planned work expense budget. That budget is in fiscal '24 and is fully funded through the existing utility rate structure.

VICE CHAIR BARAKAT: So it sounds like -- and this is obviously -- it's a complex project, you feel like we've -- we've taken the best measures we can to ensure the safety of those working on it.

MS. FERRARO: Correct. We learned a lot through the one train that we already cleaned and remediated. A lot of partnership with what's the effective way if we had to reach someone at the bottom of that train, and how do we safely get folks up and down if we would have to go in for a rescue. And then just for the complexity of work, at that depth, that's something we don't want to think about, people being on ladders and removing that sediment from the bottom.

So it is the safest way to do this work, and,

you know, there's a lot of complexity in it, which probably led to some folks opting not to bid because of how we're specifying the work to be done, but it is the best way.

VICE CHAIR BARAKAT: Sure. Okay. No, that's -- that's safety first. That's the important thing. Thank you, Chris. Is there -- is there a motion to approve item -- agenda item 8.7?

MS. ZIEGLER: So moved.

VICE CHAIR BARAKAT: Thank you. Is there a second?

MR. AUNGST: Second.

VICE CHAIR BARAKAT: Very good. All those in favor of approving agenda item 8.7, say, yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: All opposed, say, nay. Hearing none, let the record reflect that motion eight -- or agenda item 8.7 passes unanimously.

MS. FERRARO: Thank you.

VICE CHAIR BARAKAT: Thank you, Chris. Well done. We're now on to the eighth item on the agenda, the award for the installation of landscaping and irrigation in the Epcot Resorts Boulevard Phase II area and development. I'd like to welcome -- welcome back, Craig Sandt, principal

construction manager, up to present. Craig, great to see you.

MR. SANDT: Thank you, Mr. Vice Chair, members of the Board. Here to present for the next item for consideration for the Epcot Resorts Boulevard Phase II area of development project.

A little brief overview of the project. This project supports the Epcot Resorts bridge replacement project, which was Phase II. The area of development project replaces irrigation and landscaping that was torn up adjacent and in front of the Dolphin Resort. The scope includes not limited to maintenance of traffic, erosion control, grading, trees, plants, shrubs, ground cover, and irrigation system. The scope also includes some directional drilling in connections to the existing systems with new irrigation controllers.

Just a brief overview, history of the project, too. Back in 2020, we started the Epcot Resorts Boulevard bridge replacement project. Basically, a horseshoe loop in through resorts over there. We replaced the bridge on the east side of the roadway, rebuild and resurface half the road. That was Phase I. Phase II was the west side of that roadway where the arrow is replacing the bridge.

In doing that, we had to relocate utilities, which, in turn, created some sight lines in which you can see from the next slide, sight line challenges. This was the start of the project.

Next slide, please. And this was what was left. As you can see in the parking lot there, we removed some substantial screening of those resorts, and also out into World Drive, which is the bottom road out there. So this is the landscaping -- next slide -- that was proposed, that is proposed, in the area two, and that replaces the screening along the areas that we disturbed.

So -- next slide. On January 11th, 2024, this project was released for competitive bid for landscaping -- landscaping contract. We had two responsive bidders, Cepra Landscaping, and Green Construction Technologies. Cepra Construction was the lowest, most responsive bidder; therefore, we're requesting approval for contract with Cepra Landscaping, LLC, for the installation area development amenities associated with the Epcot Resorts Boulevard bridge replacement Phase II project in the amount of $420,821 and the all important 92 cents.

So funding for this project is through the 2016 to 2020 transportation ad valorem funds. The budget was approved back in 2018. The total budget for both bridge replacements and landscaping was a total of $16.5 million, and this will conclude the work in that corridor.

VICE CHAIR BARAKAT: Great. Thank you, Craig. Any -- board members, any questions?

MR. AUNGST: Yes, Mr. Chair. Craig, thank you, sir. I just wanted to confirm this -- all this work is proposed to be done in the right-of-way, which we have responsibility to maintain?

MR. SANDT: There's some -- there's some work that's actually up on the Tishman Hotel, Dolphin property, too. We do have a temporary construction easement to do that work up and through there.

MR. AUNGST: And so that's an area of their property that we disturbed with the project?

MR. SANDT: That is correct, yes.

MR. AUNGST: And maintenance, we would maintain right-of-way, they would maintain their property?

MR. SANDT: That is correct.

MR. AUNGST: Okay. Very good.

VICE CHAIR BARAKAT: Other questions? All right. Yeah, Craig, thank you. Yeah, last year, obviously -- right, as you've seen, the completion, rebuilding to significant bridges, resurfacing of Epcot Resorts Boulevard. We've got a local -- Buy Local bidder. Looks like a significant delta between their bid and the next highest bidder, which is -- which is -- you love to see.

And it's great that we get this work done, but, obviously, we want to make sure we're building back up to the landscaping of the high standards of beauty that we want to maintain in the District. So, congrats. It's great to see this project come to an end. Thank you, Craig.

With that, I'll take a motion to approve -- approve this agenda item.

MR. AUNGST: So moved.

VICE CHAIR BARAKAT: Second?

MR. PERI: Second.

VICE CHAIR BARAKAT: All those in favor, say, yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: Any opposed? Hearing none, the motion passes unanimously.

MR. SANDT: Thank you.

VICE CHAIR BARAKAT: We're on to agenda item 8.9. The ninth item is a 20-year contract for the purchase of 74.5 --

(Brief interruption.)

VICE CHAIR BARAKAT: Oh, gosh. Sorry about that. The purchase of 74.5 megawatt alternating current of solar energy and environmental attributes from Bronson Solar, LLC.

I'd like to welcome Ray Crooks, director of utility business affairs, up to present. Hi, Ray.

MR. CROOKS: Good morning, Mr. Chair, and members of the Board, and welcome, Stephanie.

MS. KOPELOUSOS: Thank you.

MR. CROOKS: I appreciate the opportunity to present this solar project and purchase power agreement to the Board. This has been a long time coming for the District. A little bit of history is in order.

Next slide, please. The District has three renewable sources of supply for their energy needs on property and to its customer base. The first one, that probably everybody in this room has seen, is the most photographed solar facility in the world. We call it the Mickey Solar Ray. That's on the left side.

The middle one is called the Florida Citrus Solar facility, and it's on the western part of the property. If you've driven down 429, you'll see it -- if you're going south, you'll see it on your left-hand side. And then the third one, the Bell Ridge Solar, which is a project by NextEra Energy, came online in September of 2023, and it has been performing exceptionally well. Actually, it's been producing even more energy than they even forecasted.

And so those three essential pieces of the portfolio provides about 21 percent of the energy consumed by CFTOD's customer base, so it's a significant part of our portfolio.

Just for informational purposes, the Mickey Solar Ray was commissioned in 2016, the Florida Solar 5 was commissioned in 2018, and I said commercial operation date for Bell Ridge is September of 2023.

Next slide, please. What we want to talk to you about today is the Bronson Solar project. Bronson Solar, LLC, is a unregulated subsidiary of NextEra. NextEra Energy, for those of you who aren't familiar with the energy space, is one of the largest energy producers and suppliers in the

country. They are -- have significant holdings in the state of Florida, and they own -- they're the parent company to Florida Power & Light, which is the biggest utility in the state of Florida.

This proposed project is going to be in Levy County. It's 74.5 megawatts, and we're going to have about 200,000 solar panels in that -- in that facility. And, you know, just for comparative purposes, think about serving the energy needs for about 13,000 homes. That's a lot of energy for -- from a particular facility. Another way of looking at it is if you look at three Magic Kingdoms, it can serve three Magic Kingdoms equivalent, so it's a big facility. And the expected commercial operation date for this facility is the fall of 2025.

Next slide, please. One of the things that we liked about this project from a District perspective is that we're going to get some geographic diversity. This project is going to be located up in Levy County, which is the -- I think it's a gold or yellow-colored signed. Sometimes my things blur a little bit.

VICE CHAIR BARAKAT: Mustard, maybe.

MR. CROOKS: Yeah, mustard. And so what we

were trying to do there, in part, is to make sure that we don't have everything as close as we do in Orlando such that weather can't knock out all of our sites at one time. I think this will be a good thing for us. It's on the Duke system, which is -- that surrounds the District's service territory, so no matter where we go to get resources, if it's connected to the Duke transmission system, we're in -- good in terms of getting energy.

I want to talk a little bit about how we arrived at the Bronson project. Prior to this negotiation, we had an agreement in place with Regis Energy, and we had that agreement in place from -- in 2021. And there have been six amendments to that agreement because of lots of different difficulties in terms of supply and chain issues, financing costs, and financing capabilities.

And in January of 2024, we made the decision as a District to terminate the agreement, and they concurred, as well, because they couldn't get financing to build the project. So we terminated that contract in 2024, January, and we then embarked on a discussion with NextEra Energy to see if we can replace that project, and that's what has

gotten us to the point where we are.

Next slide, please. With this new resource in place, the District is going to have, what I believe, is the envy of a lot of utilities in terms of how a portfolio is situated. On the left-hand side is the existing portfolio with the three resources that we talked about earlier, and it shows at about approximately 21 percent of our energy is provided by those three solar facilities.

When the District approves this, or if the District approves the Bronson project, on the right-hand side you'll see that approximately 35 percent of the District's energy for its customers will come from those renewable resources. And the remaining portion of the District's resources is going to come from natural gas in the foreseeable future. And that's a -- that's a good thing for us to do this because the solar projects represent a good hedge against natural gas prices. If you look at the forward curve right now for natural gas, the prices are going up, and it will continue to go up as long as market forces are at play. And so when you do this project at the fixed price, you're essentially taking out the risk of the volatility in the pricing going forward.

Next slide, please. We didn't do this project because it was the thing to do. We did this project because it's -- are proposing this project because the District is going to reap substantial benefits, cost savings from this project with NextEra. And our estimate right now is that it's going to give us tens of millions of dollars of savings over the 20-year term as demonstrated in this graphic. We don't propose projects that are going to cost us more money; we propose projects that's going to save the District and its customer base as much money as we possibly can.

Next slide, please. So from a -- just from a District's perspective, the Bronson Solar project is the least cost alternative that we have evaluated. We've looked at several different developers, several different sources of supply for the District, and at the end of the day, this turns out to be the least cost alternative for the District.

One of the great things about doing these solar projects as well is that there's no capital outlay for the District. There's no bond issue, there's no taxable bond issue, or anything of that sort. This is all borne by the developer. So from

a risk perspective, the District is kind of held risk-free, if you will, in terms of spending their own capital to the build these projects, and that's a great thing.

It's a fixed price of 20 years. Again, which gives us protection against volatility in the natural gas market. For those of you who monitor the natural gas market, it's the most volatile commodity out there. So when we can levelize the price, we're going to keep the customers' cost levelized, as well, which is a benefit for them. It's an effective hedge against natural gas, as we said previously. We have gotten geographic diversity so that everything is not located here in Central Florida, so if thunderstorms, which we get our fair share of here in Central Florida, cannot wipe out what we are doing in terms of generating energy.

And then last but not least, we are on the Duke transmission system, a very reliable transmission system, but the truth of it is we can't do anything and bring power to the District's customers without going through Duke's transmission system. We have a tenured relationship with Duke of over 50 years, and it continues to be a strong

relationship for us with our power supply plant, and we expect that to be the case for the future.

So we are asking the Board for approval of this project, to sign this project with NextEra because we think it's going to be a great thing for the District, and it's going to save a significant amount of money over the 20-year term of the period.

VICE CHAIR BARAKAT: Ray, thank you for a very thorough and thoughtful presentation. No surprise after the very high standards that we're used to from your team, so thank you. I'd like to open the floor to any -- any questions. Supervisor Aungst.

MR. AUNGST: Yes. Thank you, again, for the presentation. I really appreciate this, and, obviously, it looks like a great, great project. The question I had is the acceptable site in Levy County. Is that site -- is that entitled? Are they ready to go in terms of development? Does it exist? Does the project exist? Are they developing it? What's the status in terms of site approval, entitlements, and I see it's going to be operational, estimated in 2025, so I assume they've got some work to do there?

MR. CROOKS: They are doing some work, but

they're going through their due process internally, but everything indicates 95 percent that we're ready to go in Levy County, and that's the site that they're going to have.

There is a slight chance, very small, that they may move it somewhere else, but as of right now, we think we're about 95 percent that they're going to have it in Levy County.

MR. AUNGST: So they're still doing due diligence. Do we have any kind of guarantees or notice on delays, or if that -- if there's something that comes up in the entitlements process or development process that -- that we get notified of that?

MR. CROOKS: We'll get notified of that, and if they delay the COD date, the commercial operation date, then the District will have recourse in terms of getting money for power supply that we'll have to provide for ourselves if they change the location. Based on conversations with them continuing, there's virtually no chance, but, you know, 5 percent is still 5 percent.

MR. AUNGST: Understood. Thank you, sir.

MR. CROOKS: Okay.

VICE CHAIR BARAKAT: Any other questions?

MR. MATEER: Move approval.

VICE CHAIR BARAKAT: Just a couple -- we'll get there. I just want to -- just a couple quick ones just to absolutely underline this, and I think you've stated it quite clearly, but we believe there's a significant cost savings engaged in this contract versus saying buying natural gas on the -- on the open market; is that right?

MR. CROOKS: That is correct, yeah.

VICE CHAIR BARAKAT: Great. And I guess -- I know we've -- I've confirmed with Stephanie. You can -- you can confirm for me, Stephanie, the District, you've had conversations with the largest rate payer, Disney, and they're -- they're comfortable with this decision?

MS. KOPELOUSOS: Went over this with them just this week and made sure they were comfortable with moving forward.

VICE CHAIR BARAKAT: Okay. Thank you. Well, look, obviously -- and, Ray, just to confirm, you believe there's value also not just in the good pricing we're getting, but this helps us grow the relationship with NextEra, which there's value there, as well.

MR. CROOKS: That's a great question.

Secondary to the savings, which I know the Board is very interested in, this will help us to cement and continue to grow our relationship with NextEra, the largest provider of energy resources in the state of Florida. And so going forward we want to make sure we have a good solid relationship with them because I assume in the future we're going to have to go to them to get energy supply for the District and its customers, yes.

VICE CHAIR BARAKAT: Great. And you mentioned that in kind of earlier conversation that this would -- this would be for daytime use, there would be no need for sort of a battery storage.

MR. CROOKS: Yeah. This is a facility that will supply the daytime hours load for the District. There is no contemplation yet on battery technology because it's not cost effective at this point. It's going to be several years down the road before the District will even look at battery technology because it's so expensive; however, we do evaluate that every single time that we look at the portfolio, and the RCES team is hard at work making sure that we're making the right decisions when we make these recommendations.

VICE CHAIR BARAKAT: Great. Well, thank you.

Obviously, you're all on-board, the largest rate payer is on-board, and I think given the cost savings, as well, they're our largest rate payer, they're not our only one, and I think the other folks in the District can take solace that we're looking to make sure their costs are as low as possible, so thank you for that presentation. And with that, is there a motion to approve?

MR. MATEER: Move approval.

MS. ZIEGLER: Second.

VICE CHAIR BARAKAT: Second. In that case, all those in favor, say, yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: All opposed? Let the record reflect that the motion passes unanimously. Thank you, sir.

For other business, I would like to welcome our CFO, Susan Higginbotham, up to present the financial statements, and we'll also hear from our auditors at Cherry Bekaert. Hi, Susan.

MS. HIGGINBOTHAM: Hi. Thank you. Yes, I will be presenting the fiscal year '23 annual financial statements. The year end was September 30th, 2023. Following my presentation, I will ask our auditors from Cherry Bekaert to come

up and present the audit results.

Before I begin, I would like to give a thank you to my staff for all of their hard work every day doing their daily transactions and reconciling accounts. That is the basis of our financial statements. And, secondly, a thank you to Heidi Powell, my manager of financial reporting and analysis, for her work compiling these financial statements.

Cherry Bekaert is our auditor. This is the third year that they have audited us. Since they are following me, I will let them present the audit findings on what they are engaged to do. I may have a list of internal controls and things they will opine on.

Going over the financial statement highlights for fiscal year '23, we do have an increase in our net position. Essentially, in laymen's teams -- terms, our net position is our assets over our liabilities. Total ending net position is 630 million. Again, that's $66 million over previous year.

For governmental activities, that's our general fund, our ad valorem side. Total net position of 287 million, with 179 million collected

in ad valorem taxes; interest and investment income, 7.9 million; other revenues, 4.1 million. That consists primarily of our permits and fees, and then operating expenditures of 158 million.

On our utility side, ending net position of 343 million; utility service charges of 189 million; interest and investment income of 5.7 million; 487,000 of other revenues and operating expenditures of 162 million.

Other things I'd like to highlight is we have a decrease in our net long-term debt from 917 million to 854 million, and the reason for the decrease in debt is principle payments. We didn't any additions or refundings during this year.

We -- the District is a participant in the Florida Retirement System for our employees, and, as such, we are required to record a net pension liability each year. And the Florida Retirement System assigns us our percentage. For fiscal year '24 that amount is $65.1 million, and that's up $6 1/2 million from last year. And in case you're curious, it's .128 percent of the total FRS liability.

The District also records a liability for our other post-employment benefits, and we do hire an

actuary to calculate this for us. Slightly down from 51 million to 50.5 million. And last year we did have a loss in our interest income of 8.8 million. This year we have interest in investment gains of 13.6 million, and a lot of that is attributed to the market value of our investments on September 30th of the year.

This slide depicts a five-year history of our ad valorem taxes versus our governmental operating expenses. As you can see, from '19 to '23, we have a steady increase. As we increase assessed values and services provided over the District, you'll notice in the middle, '20 and '21, decreases, of course, due to COVID.

This slide represents our utility revenues and expenses over a five-year period, comparing 2019 to 2023. They are almost equal; 2023 being more. But, again, you'll notice in the middle the decrease is due to COVID. We did have operations shut down during COVID, so we had less utility revenue, and then we had a slow soft reopening, so that's why you have the gradual increase.

Capital assets, we have two pie graphs. We have the capital assets on the governmental activity side totaling $958 million, the largest

portion of that is our infrastructure: roads, bridges, drainage structures, that sort of thing. And on our utility side, total of 304 million, and the majority is split between our plants, our utility system, and our machinery and equipment.

Our outstanding debt at September 30th on the ad valorem side, we had a total outstanding debt of 652 million. The largest portion of that is our series 2020-A, as we name it, and that was essentially a refunding of our 2013-A, which was used to build the orange and lime garages, the Buena Vista Drive corridor, and the Epcot interchange loop. That was refunded in 2020, and we decreased our interest rate from 4.63 to 2.65 at that time.

On the utility side, we had outstanding debt on September 30th of 162 million, which the largest portion being the 2021 series, that you heard Chris talk about earlier, and that is general use for upgrading and maintaining her equipment through the utility services. We have a lot of assets as you've seen that are extremely old, so she has her list, and we help her repair them.

MS. FERRARO: They're tenured, they're not old. They're tenured.

MS. HIGGINBOTHAM: Sorry, sorry.

VICE CHAIR BARAKAT: Tenured, tenured.

MS. HIGGINBOTHAM: Sorry. Tenured, tenured. This slide depicts our credit ratings with the scale being the highest, AAA, to the lowest being D. You see we're right -- stable A, and this also could be characterized as investment grade, so we're good with our investments and our overall financials.

And then who -- who do we send our financials to? Who is most interested besides the Board and everyone here? For the state of Florida, we submit our statements to the Auditor General, the Department of Financial Services, and the Department of Revenue. For the municipal securities rulemaking board, otherwise known as the SEC, we are required to post our statements electronically on EMMA, the Electronic Municipal Market Access.

We also send our statements to various rating agencies, insurers, bondholders, trustees, and for our general taxpayers and utility customers, we do post our financial statements on our website, oversightdistrict.org.

Then just to bring it full circle to where we

are today, fiscal year '24, just a reminder on the budget that you approved. For the ad valorem side, our governmental activities, $188 million budgeted for ad valorem revenue; 6.1 for other revenue; and expenses, 135 for operating expenses, 135 million; and 58.5 million for debt service. Our millage rate that you approved was 12.95 mills.

The utility side, we have total customer revenues budgeted of 192.7 million, and other revenues of 22.7 million. Operating expenditures for utilities, 167 million; debt service, 27.4 million; and other expense of 20.8 million. We did budget to have debt service coverage of 1.51, minimum required per our bond documents is 1.1.

So that concludes my presentation. I'm going to ask Justin Conley and Lauren Strope to come up and present the audit results.

MS. STROPE: Good morning, Mr. Chair, and members of the Board.

VICE CHAIR BARAKAT: Good morning.

MS. STROPE: My name is Lauren Strope, and I am a partner with Cherry Bekaert, and I am pleased to report on the audit results to you today, along with Justin Conley, the manager. We can go to the next slide.

VICE CHAIR BARAKAT: Thank you.

MS. STROPE: This is just a brief agenda. I won't read off all the words on the slide, but, basically, we're going to take you through the nature, the timing, the extent, and, most importantly, the results of the audit procedures that we performed this year.

Next slide. This represents your client service team, Brian Liffick, is your engagement partner. He's sad he couldn't be here today, but I'm very happy that I am. My name is Lauren Strope, and I was the second partner reviewer, meaning that after the team completed their audit, they sent it to me, and I reviewed it to make sure all the T's were crossed and the I's were dotted. We did have Ron Conrad, who was very much a part of this engagement team, as well. Obviously, we have Justin here to present to you later along in the presentation.

Next slide. So we have completed our audit of the District and have rendered our opinion dated March 28th of 2014 (sic). We issued unmodified opinions on all of your financial statements. What does that mean? It used to be called unqualified, but it's a clean opinion. It's the only type of

opinion that you want.

We also issued clean or unmodified reports on your investment with local government investment policies as required by the state of Florida, and your compliance with their trust signature, as well as we completed and issued the management letter that's required by the Florida Auditor General, and that was a no comment letter, so good news all the way around.

Next slide, please. In auditing, we do consider internal control over financial reporting. We actually don't opine on internal control, but we are required to kind of take a deep dive into all the controls that are in place here at the District as it relates to how management drafts your financial statements.

If we become aware of any sort of significant deficiency or material weakness as it relates to those internal controls, we would be required to communicate that to you today. Drum roll, please, next slide. We are pleased to report that we did not have any significant deficiencies or material weaknesses reported in our report.

Next slide. We did, however, have a couple of internal control recommendations, really just to

improve the controls that you have here at the District and to follow some best practices. We had six recommendations. Four related to your capital assets. Things like looking over the infrastructure policies, CIP, and things of that nature. We had one related to purchase cards, credit card usage here at the District with employees, and then the final one related to related party transactions and making sure that all of the documentation related to those is appropriately maintained.

But, again, these did not rise to the level of any sort of significant deficiency or material weakness. They are simply areas for room for improvement.

We are also required to communicate to you any sort of corrected or uncorrected misstatements in the financial statements. Basically, what that is, is after management provides us with the balance to the financial statements, if we, as the auditor, have to say, hey, these entries need to be made in order to bring this in accordance with GAAP, Generally Accepted Accounting Principles, that would be a corrected misstatement. An uncorrected misstatement is the exact same situation only

management, for whatever reason, does not record it.

We are pleased to report that we didn't have any misstatements; meaning, we, as the auditor, did not have to make any entries in order to bring the financials into accordance with GAAP.

And with that, I'm going to turn it over to Justin and kind of go over some of the qualitative aspects of your accounting practices.

MR. CONLEY: Hello, appreciate you having us. I'm just going to take it from here and finish it off. So here we have qualitative aspects of accounting principles. Management is responsible for the selection and use of appropriate accounting policies as described in Note 1 of the financial statements.

In October -- on October 1st, 2022, the District did adopt GASB 96, which is related to subscription-based information technology arrangements, which amended the existing accounting and reporting for SBITA. Those are all -- and we noticed -- noted no inappropriate accounting policies within the District.

Next slide, please. All right. As part of our audit, we do evaluate the District's

identification, accounting for and disclosure of any related parties, and any related party transactions that may occur. We are pleased to note that there were no related parties that were noted that were undisclosed to us, none that did not have a business purpose, and none that were un-- I'm sorry, none that lacked a business purpose --

MS. STROPE: Non-compliant applicable.

MR. CONLEY: Yeah, sorry. Non-compliant with applicable loss.

Next slide, please. Significant unusual transactions. We noted that there were none that were entered into that did not have authoritative guidance or a consensus. All significant transactions have been properly disclosed in the financial statements in the proper period.

For purposes of this presentation, professional standards define the significant unusual transactions as any that occurred outside the normal course of business, and any that are unusual due to their size, timing, or nature. I am pleased to note that there were none that were noted.

Significant estimates. So accounting

estimates are an integral part of financial statements. They are developed by management using past, current, and present knowledge. There are some that are more significant than others to the financial statements, and that's based off of any future effect that may affect the financial statements. The most sensitive ones are noted below, including depreciative lives, fair value, and various other ones.

The financial statement disclosures are neutral, consistent, and clear. No issues there. For independence consideration, non-attest services. This year we did assist with the drafting of the IRS closing agreement request letter and submission to the IRS for the self-reported payroll tax matter. For non-attest services that we provided, it is management's responsibility to provide a competent employee to oversee the services, to evaluate the services, and, ultimately, to accept responsibility for the result of the services. Besides that, there were no other independence considerations for us in regards to the District.

So just go through a couple things here from other required communications. We did not

encounter any difficulties with the upper management, thanks to Susan and Heidi. It's always been a pleasure working with them since we started. We did not have any disagreements with management during the year. There were no issues that were noted that were too contentious for us that we had to consult anybody outside the engagement team, and we have requested certain representations from management as noted in the management representation letter that's dated March 28th, 2024.

To our knowledge, there were no such consultations with accountants for management seeking outside services. There were no findings or issues that we noted. These -- all the issues that we discussed that occurred during the professional course of business were not a condition for our retention.

There were no fraud or illegal acts noted as of the date of this presentation, and there are no events or conditions noted that indicate any sort of substantial concern about the District's ability to continue as a going concern.

Other matters as related to the required supplementary information. We do apply a certain

limited procedures to the required supplementary information. We do this by making inquiries of management on their assumptions and methods of preparing information. And we compare that for consistency with inquiries that we made during the audit and any other knowledge that we may have gained during the audit of the financial statements. We do not express an opinion on the RSI as the limited procedures that we perform do not provide us with sufficient evidence to provide such an opinion or assurance.

Here you see upcoming financial reporting changes that will go into effect in the coming years. These standards will be effective for the District and will effect the financial reporting, and we are happy to discuss with management any potential impacts that the District will have in regards to implementing these upcoming statements.

And that is it for our presentation. Thank you.

VICE CHAIR BARAKAT: Great. Thank you. Thank you, Susan and Justin and Lauren, for your presentation. I have a couple -- couple questions, but I'll let any questions from the rest of the Board. Okay. So just to -- just to be clear, I

heard no material inaccuracies or misstatements; is that -- is that right?

MS. STROPE: That is correct.

VICE CHAIR BARAKAT: Great. And would you say, in your opinion, that the District's accounting practices are in line with sort of best -- best practices for equivalent special districts government entities at this point?

MS. STROPE: We would. We definitely took a deep dive into those internal controls, and so those six recommendations are really what we believe would bring it in line with best practices. But other than that, no, we did not have any additional recommendation.

VICE CHAIR BARAKAT: Great. Could you -- could we bring up the slide? There was the six -- six items to be addressed. Now, fair to say, these are -- seem to be in line with kind of bringing the District up to fully in line sort of best practices separating the operations of the District where -- from the sort of the prior structure, I guess. Is that sort of where some of these issues came up, or would that be...

MS. STROPE: Yes.

MS. HIGGINBOTHAM: Yes, these are best

practices that were found as we did additional testing as requested by the prior board chair. And a lot of these things were in place already but were not memorialized as a policy, and some we have recognized that we will be doing. We have remediated three of these already with policies in narratives or written documents, and the other three we are working on and will be completed by our next audit of 9/30/2024.

VICE CHAIR BARAKAT: Perfect. You answered my next question. I understood we already addressed three, which is a testament to your team's efforts. Thank you for that. Obviously, we want to make sure we're -- this is the -- you know, we're famous worldwide for our, obviously, the tourism destination. We want to make sure we're also well-known, well regarded, for our government best practices, so I'm glad we're well on the way there.

I guess -- I noted there were no significant difficulties with management. Would you say there were any insignificant difficulties with management? No, I'm just kidding. You don't have to answer that.

MS. STROPE: No -- I'm sorry --

MS. HIGGINBOTHAM: I'll answer that.

VICE CHAIR BARAKAT: But, in seriousness, thank you for a very thorough audit and presentation. To credit Susan, obviously, thank you for your efforts and our auditors for your hard work. With that, if no further questions, I will entertain a motion to accept the results.

MS. ZIEGLER: So moved.

VICE CHAIR BARAKAT: Is there a second?

MR. PERI: Second.

VICE CHAIR BARAKAT: All those in favor, say, yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: Any opposed? Hearing none, let the record reflect the motion passes unanimously. Thank you. Susan, again, thank you for all of your efforts and for the auditors' hard work.

Would you mind, Susan, presenting the carry forward budget amendment?

MS. HIGGINBOTHAM: Yes, certainly. We have a fiscal year '24 budget amendment, which is a carry forward to set forth appropriations from our fiscal year, 2024, beginning fund balance to provide for the continuation of roadway and drainage projects rolled forward from fiscal year '23, and additional

bus service costs totaling $4.192 million.

So in the slide before you, you will see that we have at the top part, which would be considered a use of our fund balance that we are going to tap into. Roadway projects, drainage projects, and then the bus services for the total of 4.12. These were budgeted in fiscal year '23. They were not completed; therefore, we were -- the money that was not spent was rolled into our beginning fund balance for fiscal year '24, and that's what you see as the source, which is our fund balance, which shows the use of -- source of negative 4.12. This does net to zero because this is a balanced budget transfer.

VICE CHAIR BARAKAT: Very good. Any questions about -- Supervisor Aungst.

MR. AUNGST: Yes, Mr. Chair. Susan, thank you. I understand this is simply funding these projects that were previously funded for this current fiscal year. I did have a question on the milling and resurfacing, and it might be a Craig question. But, essentially, I recall that we talked about how we're kind of playing catch up on that, and so my question is: Will this get us to where we need to be in your opinion in terms of the

quality of the road surface and making sure that that priority is funded.

Because I know for myself, and I'm sure for the rest of the Board, you know, we want the highest quality, best roads, whether it's being used by visitors or cast members, team members, whether it's back of lot or front of lot. I mean, and these guardrails -- we talked about that at one of our first meetings, and we talked about that being a priority. So I just wanted to get maybe just a brief overview of where we're at holistically on those two things.

MS. HIGGINBOTHAM: Katherine, do you want to come up?

MS. KOPELOUSOS: I'll go ahead and step in as Katherine walks up. We have some work to do.

MR. AUNGST: Yeah.

MS. KOPELOUSOS: Quite a bit.

MS. LUETZOW: Yes. So overall we still have some catch-up work to do, but what this allows us to do is -- Craig is currently out to bid for our next milling resurfacing, so it frees up and make sure we have those funds that are currently budgeted for that project to implement to help us continue to catch up.

MR. AUNGST: Do we have an idea of what it would take to get us back to where you would say there's like an acceptable, like, phasing -- like, what a normal resurfacing and milling schedule would look like? Because I'd like to get us to that point where you get there as soon as possible, and whether we need to budget for that, you know, I'm fine with that. But I'd like to understand it a little more. And not -- you don't need to respond in detail now, but...

MS. LUETZOW: We are collectively working on that right now.

MR. AUNGST: To be continued.

MS. KOPELOUSOS: You're going to see it, as we begin to work on the budget for next year for y'all, so you will see some additional information come up.

MR. AUNGST: Excellent. Thank you, guys. I appreciate it. Thank you so much.

VICE CHAIR BARAKAT: Great questions, Supervisor Aungst. I think that reflects an item high priority for everyone on -- on this Board. Any other -- any other questions? All right. Hearing -- hearing none, is there a motion to accept the carry forward budget amendment?

MR. AUNGST: So moved.

MR. MATEER: Second.

VICE CHAIR BARAKAT: Thank you, gentlemen. All those -- hearing second -- a motion and a second, all those in favor, say, yea.

THE BOARD: Yea.

VICE CHAIR BARAKAT: All -- any opposed, say, nay. Hearing none, let the record reflect that the motion passes -- the amendment passes unanimously. Very good. Susan, thank you, and thank you to the entire team.

Before I ask for a motion to adjourn -- and, by the way, thank you-all for a very efficient and thorough -- thorough meeting. It covered a lot of ground and thanks, everyone, for hanging with us.

Before I ask for a motion to adjourn, any members have any -- any comments? Hearing none, I guess I'll just -- I'll make a comment. I should have mentioned this earlier, but, obviously, we'll wish a happy -- happy Passover to those celebrating and an upcoming -- I'll wish in advance a happy Orthodox Easter on May 5th, particularly, Stephanie. Thank you.

MR. AUNGST: And Mike.

VICE CHAIR BARAKAT: And, Mike. Of course.

Sorry. Thank you. And everybody else and the millions and millions of people.

So, with that, is there a motion to adjourn?

MR. AUNGST: So moved.

VICE CHAIR BARAKAT: Is there a second?

MS. ZIEGLER: Second.

VICE CHAIR BARAKAT: All right. We are -- we are adjourned.

(Time ended 11:52 a.m.)

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 13th day of May, 2024.

Sandra D. Brown

SANDRA D. BROWN
FLORIDA PROFESSIONAL REPORTER

Proclamation

WHEREAS, our District is committed to recognizing that our growth and ability to provide the magic behind the magic depend on the safety and essential role our buildings, structures, and infrastructure play, both in everyday use and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal, and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes and the District's EPCOT Codes include safeguards to protect the public from hazards such as hurricanes, tornadoes, fires, floods, and other natural disasters, and;

WHEREAS, the International Code Council sponsors Building Safety Month to remind the public about the critical role of our communities' largely unknown protectors of public safety—our district code officials—who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity, and;

WHEREAS, "Mission Possible," the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local, and global scale and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience, and economic investment at home and in the community and to acknowledge the essential service provided to all of us by state and local building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, SC Kopelousos, District Administrator of the Central Florida Tourism Oversight District, do hereby proclaim the month of May 2024 as Building Safety Month.

ADOPTED this 22 day of May 2024.

By: _____

S.C. Kopelousos, District Administrator

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT

Board Meeting Date: 05/22/2024

Subject: Semi-Annual Report on the Electric Reliability Compliance Program

Submitted By: Chris Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Informational Report Only

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:
The Central Florida Tourism Oversight District is a registered entity with the North American Electric Reliability Corporation (NERC) and as such is required to comply with various reliability standards and requirements associated with the design, maintenance, and operation of its electric system.

Disclosure of information and reporting of specific events relating to the electric system operation and design is periodically required by both the North American Electric Reliability Corporation (NERC) and the Southeastern Electric Reliability Council (SERC).

In 2009, the District's Board of Supervisors directed the District Administrator to develop and implement a formal Electric Reliability Compliance Program (ERCP) to ensure continued compliance with North American Electric Reliability Corporation (NERC) Reliability Standards.

FINDINGS AND CONCLUSIONS:
Per the Electric Reliability Compliance Program (ERCP), the District Administrator is providing a semi-annual report to the Board on the status of the District's Electric Reliability Compliance Program (ERCP) for the period of October 1, 2023, through March 31, 2024.

FISCAL IMPACT:
Administration of the District's Electric Reliability Compliance Program (ERCP) is included in the Central Florida Tourism Oversight District/Reedy Creek Energy Services (CFTOD/RCES) Labor Services Agreement as part of the routine operating expenses for the electric utility.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: N/A

ALTERNATIVE:
None. Completing and filing this report is a requirement for the District as registered entity with the North American Electric Reliability Corporation (NERC), whose jurisdiction includes users, owners, and operators of the bulk power system, which serves nearly 400 million people.

SUPPORT MATERIALS:
ERCP Board Update – 05/22/2024

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT

Board Meeting Date: 05/22/2024

Subject: Award of Bid #C006530 - FY24 Milling & Resurfacing Pavement Program

Submitted By: Craig Sandt, Principle Construction Manager

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1 award of contract for the 2024 Milling & Resurfacing Pavement Program with Watson Civil Construction, Inc. in the amount of $3,457,000

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released to the public: March 1, 2024

BACKGROUND:
The District has an annual program for milling and resurfacing roadways that includes the following scope of work:

- Maintenance of traffic/temporary traffic control
- Erosion and sedimentation control
- Guardrail removal and replacement
- Milling and resurfacing
- Signage and pavement markings

The FY24 Milling & Resurfacing Program includes the following locations:

- Buena Vista Drive/Esplanade Avenue (Riviera Resort Entrance)
- Portions of Hartzog Road north of Western Way

The base bid for work along Hartzog Road included milling and resurfacing with only a 1.5-inch friction course. The FY24 program also includes guardrail removal and replacement at locations on World Drive and Epcot Center Drive to meet updated guardrail specifications.

FINDINGS AND CONCLUSIONS: On March 1, 2024, Invitation to Bid #C006530 was released for the 2024 Milling & Resurfacing Pavement Program. Three (3) bids were received as follows:

Contractor	Location	Bid Amount
Watson Civil Construction, Inc.	St. Augustine, FL	$3,204,000.00
Ranger Construction Industries, Inc.	West Palm Beach, FL	$3,260,010.66
The Middlesex Corporation	Littleton, MA	$3,399,400.00

Watson Civil Construction, Inc. is the lowest responsive and responsible bidder.

The bids included unit pricing for various common milling and resurfacing scope items including 3-inch milling and resurfacing (1.5-inch structural course and 1.5-inch friction course). Based on the favorable bid pricing, the Public Works Department is recommending the full 3-inch milling and resurfacing of Hartzog Road which will increase the longevity of the road. Utilizing the unit pricing submitted in their bid, Watson Civil Construction, Inc. was able to include the 3-inch course for $253,000, bringing the total cost to $3,457,000.

The Public Works Department is requesting approval for Contract No. C006530: 2024 Milling & Resurfacing Pavement Program project with Watson Civil Construction, Inc. in the amount of $3,457,000.

FISCAL IMPACT: Funding for this project is budgeted in the Planning and Engineering Planned Work Budget (24RDS001 and 24RDS002).

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:

Watson Civil Construction, Inc. Contract #C006530

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

2024 MILLING AND RESURFACING PAVEMENT PROGRAM

Agreement: C006530

PROJECT MANUAL

ISSUED FOR CONSTRUCTION

Date of Issuance: May 22, 2024

Owner:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
Owner's Representative:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
Engineer/Architect of Record: Guardrail Designer	HNTB Corporation 200 Colonial Center Parkway, Suite 200 Lake Mary, Florida 32746
Engineer/Architect of Record: Pavement Plan Designer	Kissinger Campo & Associates 111 N. Magnolia Avenue, Suite 1050 Orlando, Florida 32801
Contractor:	Watson Civil Construction, Inc. 319 West Town Place, Suite 25 St. Augustine, Florida 32092

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:

2024 MILLING AND RESURFACING PAVEMENT PROGRAM

ISSUED FOR CONSTRUCTION

Contract Number: C006530

CONTRACT DOCUMENTS

Agreement (Lump Sum)

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

Special Contract Conditions
General Conditions of the Contract for Construction
Payment Bond
Performance Bond
Consent of Surety for Partial Payment Application
Dual Obligee Rider
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)
Specification Section 00850, List of Drawings and Specifications

Drawings – Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled 2024 MILLING AND RESURFACING PAVEMENT PROGRAM. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Specifications - For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled 2024 MILLING AND RESURFACING PAVEMENT PROGRAM. All specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

END OF TABLE OF CONTENTS - PROJECT MANUAL

Contract No: C006530

2024 MILLING AND RESURFACING PAVEMENT PROGRAM
LUMP SUM AGREEMENT

THIS AGREEMENT, made effective as of May 22, 2024, by and between **Central Florida Tourism Oversight District** (herein referred to as the "Owner"), whose mailing address is 10450 Turkey Lake Road, Box # 690519, Orlando, FL 32869, and **Watson Civil Construction, Inc.** (herein referred to as the "Contractor"), whose mailing address is 319 West Town Place, Suite 25, St. Augustine, FL 32092.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid ("ITB") No. C006530 on April 1, 2024 for 2024 Milling & Resurfacing Pavement Program;

WHEREAS, three (3) bidders responded, and Watson Civil Construction, Inc. was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services; and

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. The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Craig Sandt** whose mailing address is Post Office Box 690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise

provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

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(s) for the Project (herein referred to as the "A/E") are as follows:

a. Guardrail Designer: HNTB Corporation, 200 Colonial Center Parkway, Suite 200, Lake Mary, Florida 32746.

b. Pavement Plan Designer: Kissinger Campo & Associates, 111 N. Magnolia Avenue, Suite 1050, Orlando, Florida 32801.

Article 5
TIME OF COMMENCEMENT AND COMPLETION

5.1. The Contractor shall commence the Work promptly upon receipt of written Notice-to-Proceed ("NTP") from the Owner and **shall complete all Work within 150 Days** after issuance of said NTP (such period of time is herein referred to as the "Contract Time") and in accordance with such interim milestone dates (herein referred to as the "Milestones") as may be specified in the Contract Documents. The Contract Time and any such Milestones are of the essence of the Contract.

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

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

SUBSTANTIAL COMPLETION
Substantial Completion of the Work shall be achieved no later than **120 DAYS from the Notice-to-Proceed**. The Notice-to-Proceed is defined as the date the Owner provides the Notice to Contractor to begin the project.

FINAL COMPLETION
Final Completion of the Work shall be achieved no later than **150 DAYS from the Notice-to-Proceed**.

Article 6
CONTRACT SUM

6.1. Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in the General Conditions, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, an amount Not-to-Exceed **THREE MILLION, FOUR HUNDRED FIFTY-SEVEN AND ZERO ONE-HUNDREDTHS DOLLARS ($3,457,000.00)** (herein referred to as the "Contract Sum") as itemized in EXHIBIT C - RECAP OF 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.

LIQUIDATED DAMAGES

Should the Contractor fail to substantially complete all Work under this Contract and make the project available for beneficial use on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by the District), the Contractor shall pay and/or the District may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the following amounts by Phase, as outlined in Exhibit B, and Article 5, the sum of **$2,579.00** for each consecutive calendar day that terms of the Contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which District will sustain per diem by failure of the Contractor to complete work within the time as stipulated; it being recognized by the District and the Contractor that the injury to the District which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

Liquidated damages do not apply to final completion dates.

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. The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. 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.

c. 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.

d. 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.

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.

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

a. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. Additionally, if this Agreement is for an amount of $1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473 Florida Statutes; and/or
2. Engaged in business operations in Cuba or Syria.

d. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

1. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
2. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

e. If this Agreement is terminated by the Owner as provided in paragraph d above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies descried 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 stated 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 for the Total Contract Sum Amount of **THREE MILLION, FOUR HUNDRED FIFTY-SEVEN AND ZERO ONE-HUNDREDTHS DOLLARS ($3,457,000.00)** 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 Statues, who furnish labor, services, or materials for the completion of the work provided herein.

SIGNATURES NEXT PAGE

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

OWNER: **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**	CONTRACTOR: **WATSON CIVIL CONSTRUCTION, INC.**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: Board Vice Chairman	Title: _____
Date: May 22, 2024	Date: _____

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006530

I. Project Description

The Project is briefly described as follows:

SECTION 1. SCOPE OF SERVICES OVERVIEW

1.1 The scope of work for the 2024 Milling & Resurfacing Pavement Program includes, but is not limited to; Maintenance of Traffic/Lane Closures, Erosion and Sedimentation Control, Guardrail Removal and Replacement, Milling and Resurfacing, Signage and Pavement Markings.

1.2 The Project is briefly described as follows:

The 2024 Milling & Resurfacing Pavement Program includes, but is not limited to; Maintenance of Traffic/Lane Closures, Erosion and Sedimentation Control, Guardrail Removal and Replacement, Milling and Resurfacing, Signage and Pavement Markings. Buena Vista Drive Esplanade Avenue (Riviera Resort Entrance) Intersection Milling and Resurfacing shall include a 4.5" milling depth and utilize 3" of SP (76-22) and 1.5" of FC 12.5 (82-22). Hartzog Road from Sta. 122+00 to Sta. 152+00 shall include 3" milling depth, 1.5" SP Structural, and utilize 1.5" of FC 12.5 (82-22). Guardrail will be removed and replaced throughout northbound and southbound World Drive corridor, as well as on Epcot Center Drive, to meet updated guardrail specifications.

SECTION 2. DETAILED SCOPE OF WORK

2.1 Mobilization and General Conditions:

A. 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:

i. Part time dedicated project manager.

ii. Full time dedicated general superintendent.

iii. Full time foreman and crew dedicated to Maintenance of Traffic ("MOT")/Temporary Traffic Control ("TTC") only.

iv. Power broom on site at all times.

2.2 Maintenance of Traffic:

A. The Contractor shall provide the MOT/TTC Plan for the Project. The Contractor shall hire a professional engineer licensed to do business in the State of Florida to provide a certified Maintenance of Traffic ("MOT")/ Temporary Traffic Control ("TTC") individual plan prior to applying for the required permits from CFTOD Planning & Engineering. The MOT/TTC plans shall be in compliance with the Manual for Uniform Traffic Control Devices and applicable Florida Department of Transportation ("FDOT") Standards. The Contractor shall maintain his traffic control devices for the entire duration of the project until the Owner certifies that the Punch List is complete.

B. The Contractor shall provide a qualified traffic control crew to provide continuous maintenance of all traffic control systems at its expense, whenever traffic conditions warrant such control and whenever directed to provide such maintenance or adjustments by the Construction Manager. This requirement shall also apply to all events requiring a vehicle to back up on a lane maintained for traffic or any other situation considered by the Construction Manager to be dangerous.

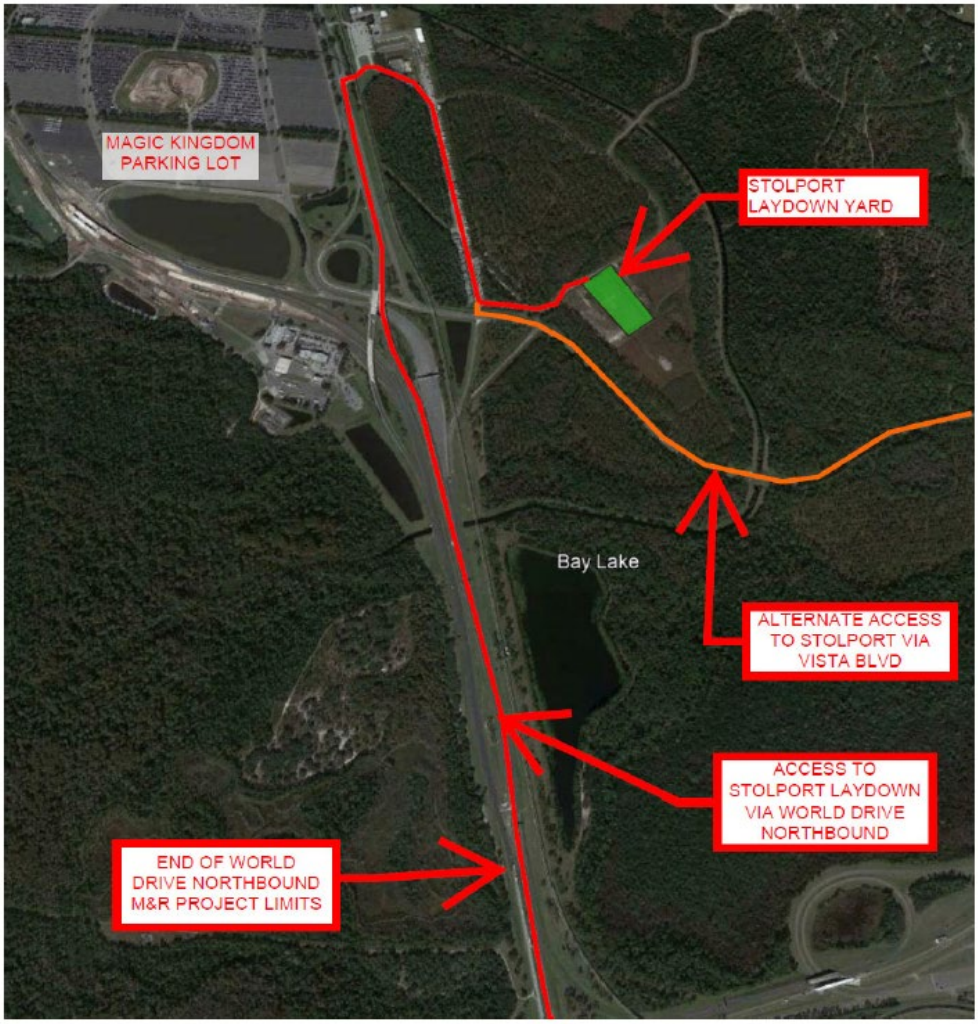
C. The Contractor shall provide a qualified traffic control crew at its expense to inspect all traffic control systems in the presence of the Construction Manager at the beginning and end of each work shift for a minimum of one hour after the start of the shift and a minimum of one hour before the end of the shift. The Contractor's crew shall make immediate corrections or adjustments to the MOT/TTC systems as required to conform them to the approved MOT/TTC plans or as directed by the Construction Manager.

D. All MOT/TTC devices shall be like new. They shall be freshly painted and free of scratches, dents, dirt, and

debris, and stains. The Contractor shall replace any MOT/TTC device that becomes damaged with a new device.

2.3 Lay Down Yard/Employee Parking Construction:

A. The designated lay down yard and employee parking area is anticipated to be at the Stolport Laydown Yard. The Contractor is responsible for transporting their employees from the laydown yard to the jobsite. Onsite equipment storage may be acceptable after submittal to and approval of the Owner. No unmarked personal vehicles are permitted to park outside of the designated laydown yard.



2.4 Erosion and Sedimentation Control:

A. 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.

B. The Contractor shall prepare the Storm Water Pollution Prevention Plan ("SWPPP") utilizing the forms

included in the Specification Section 01560. The Contractor shall submit a completed SWPPP to CFTOD Planning and Engineering for review and the Contractor shall make all modifications and refinements to the plan requested by CFTOD Planning and Engineering. Once all of the modifications have been made to the satisfaction of CFTOD Planning and Engineering, then the Contractor shall sign and certify the SWPPP as the operator and implement the structural erosion control devices.

C. The Contractor shall prepare and submit the NOI to the Florida Department of Environmental Protection ("FDEP") and pay all filing fees and secure a permit authorization letter from the Environmental Protection Agency ("EPA") and fully comply with all record keeping requirements.

D. The Contractor shall provide a qualified and dedicated erosion and sedimentation control team to inspect and maintain the erosion control and wetland protection systems on a daily basis. The Contractor acknowledges that daily inspection and maintenance requirement is more stringent than the periodic inspections required by the FDEP. The Owner requires more stringent daily inspection and maintenance by a dedicated crew. The Contractor shall remove all erosion and sediment control systems at the conclusion of its Work when authorized to do so by the Owner.

E. The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices as described in these Contract Documents within the Storm Water Pollution Prevention Plans ("SWPPP").

F. The Contractor shall maintain a power broom on site at all times throughout the Contract Time and sweep the roadways on a daily basis whenever its construction traffic cause dirt or debris to be deposited on the roads or whenever directed to sweep the roads by the Construction Manager.

G. The Contractor shall provide and maintain a water truck at all time during the Contract Time to provide dust control when conditions warrant or as directed by the Construction Manager.

H. The Contractor shall utilize lined trucks to haul muck or saturated soils off site.

2.5 Survey and Layout:

A. The Contractor shall perform all survey and lay out as required to complete the work within the specified tolerances.

B. After award of the contract and within fourteen (14) days of receiving a Limited Notice to Proceed, the Contractor shall complete all survey work required to verify and accept the accuracy of the grades noted as existing on the bid drawings. At the end of the fourteen-day discovery period, the Contractor shall provide written acceptance of the existing grades or provide written documentation of any material deviation it has discovered between the existing conditions and the conditions noted as existing on the bid drawings. All claims shall be made in strict accord with Article 13 of the General Conditions of the Contract for Construction. Failure to give such notice or to provide substantiation thereof shall constitute a waiver of the claim and acceptance of the existing grades.

C. Refer to the Drawings for information regarding benchmark datum and coordinate system.

D. The Contractor shall preserve and protect all existing survey monuments within the limits of construction.

E. The Contractor shall provide the following specific survey tasks:

i. All surveying, engineering and layout required for the Work including but not limited to: (i) the limits of standard clearing and grubbing and (ii) drainage structure, utilities, roadway layout, and traffic signalization.

ii. All "rough" and "finish" grade stakes as required to perform the Work. Any re-staking required due to his or any other contractor damaging, or removing original stakes shall be performed by the Contractor and will not be the responsibility of the Owner.

iii. Coordination with the Owner's survey consultant for verification of the Contractor's survey including,

but not limited to, Contractor's field notes and temporary horizontal and vertical control points.

F. It is the responsibility of the Contractor to generate survey control, layout, and as-built information as required in the contract documents. At no time will the project CAD design files be given to the Contractor.

2.6 Utilities:

A. The Contractor shall coordinate all utility construction efforts with the utility owners – Orange County Public Utilities and Reedy Creek Energy Services ("RCES"). RCES requires coordination for inspections of their new and existing utilities. RCES will also require 72-hour notice and planning when working around their existing utilities. Other utility owners may include Smart City Telecom (data and communications fiber optic and wire), CFTOD (traffic fiber optic), and WDW Telecom (Disney fiber optic), Duke, TECO, and AT&T.

B. The Contractor shall identify and protect all existing utilities within the limits of the work.

C. 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.

D. The Contractor shall strictly adhere to utility notice and excavation permit provisions specified in Section 2.13 of Section 01010 of the project manual. The RCES Utility Locate Office will locate primary utility services. It will not locate secondary services. Secondary services include roadway lighting systems, irrigation systems, and electrical power systems for the existing lift station. All such services shall be maintained and/or relocated without interruption to existing services. The Contractor shall hire a private utility locate service to identify and locate all secondary utilities within the limits of the Work.

E. 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 are included in the Contract Sum amount.

SECTION 3. GENERAL INSTRUCTIONS & STANDARDS FOR THE CONSTRUCTION WORK

3.1 General Requirements:

A. The Contractor shall provide all services and necessary items of expense, including but not limited to, labor, material, trucking, transportation, equipment, hoisting, scaffolding, power, supervision, appliances, layout and all other services and items of expense required for the complete performance of all Work in accordance with the Contract Documents.

B. Cost Loaded Schedule:

i. The Contractor shall cost load their monthly progress CPM schedule submittals, in order to provide projected monthly cash flows to the Owner.

C. Proposed Staffing Plan:

i. Contractor's staffing plan must include the key elements of the organizational structure to accomplish the management, field work, and administrative services required. The Contractor shall identify the key person to be placed in responsible charge of the work. The Project Manager and key personnel within each discipline shall be identified and past experience of each, as it relates to this Project, shall be discussed. Other items to be included in the discussion of the staffing plan are:

- Work force capabilities of the firm.
- Work force commitment for the Project.
- Key staff resumes.

Note: The Contractor is required to have a certified inspector onsite for SWPPP and MOT at all times.

3.2 Job Site Access/Use of Job Site:

A. The Contractor shall utilize lined trucks to haul muck or saturated soils off site (if required) and shall utilize only those hauling routes prescribed or approved by the Construction Manager for hauling to and from the site. For each and every occurrence that the Contractor or its Subcontractor(s) utilize a haul route that is not prescribed by, or otherwise expressly approved by, the Construction Manager, the Owner shall deduct from the Contract Sum, the sum of $500.00 a day.

B. Vehicular traffic to the Job Site is limited to vehicles required to deliver labor and materials. On- site parking for vehicles shall be limited to those areas designated by the Construction Manager and shall be limited to company work vehicles actively working on site. Vehicles not actively supporting Job Site operations are not permitted to remain on site. The designated lay down yard and employee parking area is anticipated to be in the vicinity of the Project Site. When it is designated, the Contractor shall create an engineered plan for review by the Owner that demonstrates how it will safely access the work zone and storage areas and how it will egress from the work zone and storage area.

C. The Contractor is responsible for the routing of all construction personnel and traffic required in the performance of the Work and shall ensure compliance with any special instructions pertaining to such routing as established by the Construction Manager.

D. Lunch and break areas are confined to the immediate job site area, within the limits of construction. Tradesmen shall be prohibited from patronizing the restaurants in the adjacent development.

E. The Contractor shall confine its use of the job site to those activities directly relating to the performance of the Work. No other use of the job site will be permitted without the express written approval of the Construction Manager.

F. The Contractor shall provide all necessary flagmen, barricades, and MOT/TTC devices necessary for safe and proper traffic control. The Contractor is advised that it is responsible for all construction personnel and traffic routing logistics required in the performance of its work.

G. The Contractor shall provide all necessary temporary water retention basins, turbidity control, and silt fence, etc., for construction site water run-off control. The Contractor is advised that should any of the adjoining Reedy Creek Improvement District and Walt Disney World ponds, lakes, wetlands, or canals become contaminated due to the Contractor's actions or inactions, the cost to flocculate, clean, or restore by any other means, these ponds, lakes, wetlands, or canals shall be paid for by the Contractor. Any fines and/or penalties assessed for contamination of these water bodies, due to the Contractor's actions or inactions, shall be paid for by the Contractor.

3.3 Coordination:

A. The Contractor shall coordinate with the Construction Manager to allow for all soils and materials testing. The Owner shall pay for costs associated with the initial testing but the Contractor shall be liable for costs associated with retesting as a result of initial test failure due to deficiencies in the Contractor's work efforts.

B. The Contractor shall coordinate its work with the Construction Manager and with the Owner's Separate Contractors. The Contractor shall sequence its Work, as required by the Construction Manager, with the work of the Owner's Separate Contractors at no additional cost to the Owner.

C. Contractor is required to coordinate its efforts with the Owner's Representative and Construction Manager for service connections for on-going development adjacent to this project, at no additional cost to the Owner.

3.4 Worker Conduct and Clothing:

A. 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.

B. The Contractor shall ensure its personnel are properly dressed with OSHA 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.

3.5 Surveying:

A. Refer to Specification Section 01050 – Field Engineering, contained in the Project Manual, for specifications governing field engineering and surveying.

B. The Contractor has inspected the site, observed the existing conditions and grades, and made reasonable measurements to verify existing conditions.

C. After award of the contract and within fourteen (14) days of receiving a Limited Notice to Proceed, the Contractor shall complete all survey work required to verify and accept the accuracy of the grades noted as existing on the bid drawings and the accuracy the as-built drawings provided by the Owner's Separate Contractor. At the end of the fourteen-day discovery period, the Contractor shall provide written acceptance of the existing grades or provide written documentation of any material deviation it has discovered between the existing conditions and the conditions noted as existing on the bid drawings and as-built drawings. All claims shall be made in strict accord with Article 13 of the General Conditions of the Contract for Construction. Failure to give such notice or to provide substantiation thereof shall constitute a waiver of the claim and acceptance of the existing grades.

D. It is the responsibility of the Contractor to generate survey control, layout, and as-built information as required in the contract documents. At no time will the project CAD design files be given to the Contractor.

3.6 Testing and Inspection:

A. Refer to Specification Section 01410 – Testing Laboratory Services, contained in the Project Manual, for specifications governing soils and materials testing and inspection. The Owner reserves the right to re-test and approve or disapprove the results of the Testing and Inspection.

B. The project specifications utilize Florida Department of Transportation specifications governing acceptance of materials used in the performance of the Work. Because the Owner has no affiliation with the Florida Department of Transportation's materials testing laboratories where such materials are deemed acceptable, the Owner has developed an alternative Materials Acceptance Criteria Matrix governing the manner in which materials will be accepted on the project. Contractor shall refer to attached Division 2 through Division 3 Specifications prepared by Kisinger Campo & Associates.

C. The project specifications utilize CFTOD 334 Specifications governing acceptance of materials used in the performance of the Work. Contractor shall refer to Division 2 through Division 3 Specifications.

3.7 Surface Water Management and Environmental Controls:

A. Refer to Specification Section 01410 - Testing Laboratory Services, contained in the Project Manual, for specifications governing soils and materials testing and inspection. The Owner reserves the right to re-test and approve or disapprove the results of the Testing and Inspection.

B. The project specifications utilize Florida Department of Transportation specifications governing acceptance of materials used in the performance of the Work. Because the Owner has no affiliation with the Florida Department of Transportation's materials testing laboratories where such materials are deemed acceptable, the Owner has developed an alternative Materials Acceptance Criteria Matrix governing the manner in which materials will be accepted on the project. Contractor shall refer to attached Division 2 through Division 3 Specifications prepared by Kisinger Campo & Associates.

C. The project specifications utilize CFTOD 334 Specifications governing acceptance of materials used in the performance of the Work. Contractor shall refer to Division 2 through Division 3 Specifications.

3.8 Surface Water Management and Environmental Controls:

A. The Contractor shall provide and maintain all necessary erosion control in accordance with paragraph 1.3.5 above, the plans, and Specification Section 01560, entitled Erosion and Sedimentation Control, contained in the Project Manual.

3.9 Temporary Fencing:

A. Geogrid Fencing and Silt Barriers:

i. When required by the Contract Documents, geogrid fencing and silt barriers shall be provided and maintained along the boundaries of all designated tree preservation and protected wetland areas. The Contractor shall not disturb the trees or vegetation within such areas unless directed otherwise by the Owner's Representative.

ii. Geogrid fencing shall be provided and maintained along jurisdictional wetland buffers excluding those wetlands (if any) to be removed under this Contract. Silt barrier shall be provided and maintained along areas designated on Drawings.

iii. The Contractor shall inspect all geogrid fences and silt barriers daily and shall immediately make necessary repairs to any damaged or improperly functioning geogrid fences and/or silt barriers.

3.10 Permits and Permit Fees:

A. All Permits required for any part of the Contractor's Work (except those permits obtained directly by the Owner, as further enumerated below) shall be procured and paid for by the Contractor. This shall apply also to those permits required to be obtained by the Contractor in the name of the Owner or its Owner's Representative for the Owner's or Owner's Representative's own temporary construction office facilities, if any. The costs for the required permits (except those permits obtained directly by the Owner or the Owner's Representative) are included in the Contract Sum. Before applying for any permit, the Contractor shall present a draft application to the Owner's Representative for review.

3.11 Job Site Cleanliness, Construction Operations Upon and Affecting the Use of the Project Site:

A. Refer to Specification Section 01710 - Cleaning, contained in the Project Manual, for specifications governing cleaning and job site cleanliness.

B. 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.

C. 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.

D. The Contractor shall use "whisperized" construction equipment. Noise levels shall be within those levels acceptable by the authorities having jurisdiction.

E. 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.

F. 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.

G. 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.

H. 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.

I. Daily clean-up of the construction areas will be strictly enforced. Excess materials or accumulation of debris shall not encumber the site.

J. 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.

K. 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.

L. Work activities that affect the environment of guest operations (noise, visual intrusion, safety, odor, dust and dirt, etc.) may be restricted to other than normal operating hours.

M. 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.

N. Maintenance and dust abatement of all areas of Work provided by the Contractor shall be performed in a manner acceptable to the Owner.

O. The Contractor shall hire MID-FLORIDA Materials to provide rubbish removal, reuse container rental/removal or other services related to the disposal of waste material from the job site. Notify either (Lisa), Tel: 407.607.9345, (Noah), Tel. 407.607.9359, a minimum of 24 hr. in advance of waste pick-up. No other firm, entity or agency is authorized to provide solid waste service within the District unless permitted in writing by the District. Such service includes Class I, Class III and Construction and Demolition Debris service. Any firm, entity or agency found to be providing such service within the District without written permission from the District shall be required to remove any solid waste containers associated with this service within 48 hours of notification. Failure to do so will result in the impoundment of said containers by the District. Release of said impounded containers to the owner will require payment of a storage fee of $100/container each day.

3.12 Existing and Adjacent Roadways and Utilities:

A. The Contractor will maintain access to roadways at all times. The Contractor shall create no open cuts or other obstacles on roadways or walkways without explicit approval of the Owner's Representative. Authorized cuts must be bridged to permit vehicular and pedestrian traffic to continue without delay or hindrances. Any work that must be performed which may result in delays to public traffic or re-routing of traffic must be coordinated with the Owner's Representative.

B. Wherever possible, the Contractor shall arrange work so there will be no service interruptions of any existing systems. Whenever service interruptions are necessary, the Contractor shall secure the advance approval of the Construction Manager and jurisdictional agencies as to the time and date such interruptions will be permitted. The Contractor shall return all services back into operation as soon as possible, including working on an overtime basis, if deemed necessary by the Construction Manager, at no additional cost to the Owner.

C. All existing conditions off the immediate Project site that are disturbed due to Contractor's activities must be restored by the Contractor to pre-construction conditions.

D. The Contractor shall restore all existing grade, existing sod (in like kind), and existing irrigation it disturbs. Restore all affected areas to existing conditions or better.

E. RCES, CFTOD, WDW and other Utility Owners all have existing infrastructure within the project limits. The Contractor shall preserve and protect all such infrastructure during the performance of its Work. The

Contactor shall sequence its Work in cooperation with the utility companies and as required to work around the existing infrastructure without damaging it until it is relocated. Once relocated, the Contractor shall preserve and protect the relocated infrastructure throughout the remaining duration of the work. Contact information is provided on the drawings

3.13 Temporary Facilities:

A. The Contractor shall provide generators for temporary construction power.

B. The Contractor shall provide temporary portable toilets for use by its tradesmen, and shall be located out of view from the traveling public at locations approved by the Construction Manager.

3.14 Hydrant Meter:

A. The Contractor may secure a hydrant meter from RCES to provide water for its water truck and for water for construction purposes.

3.15 Notification to Utility Companies and Excavation Permit:

A. Utility Locate Tickets:

i. 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/.

ii. There are two types of utility locate requests:

a. Standard Locate requests:

- Used when no portion of the excavation will be underwater
- Request must be submitted a minimum of three (3) full business days before excavation. If the excavation site is in an area that is underwater, the request must be submitted ten (10) full business days before excavation. Three (3) full business days represents a time period of 72 hours, not including the day the locate ticket is requested, weekends or holidays. Day one begins at 12:00 a.m. the day AFTER the locate ticket is requested.

b. Submit request to Sunshine 811. Notification system.

1. Call 811 or enter the request via the internet at: http://www.online811.com
2. Write down the Sunshine 811 locate ticket number

c. Contact the Reedy Creek Energy Services ("RCES") Utility Locate Office via email at utilitylocates@disney.com to locate the existing utilities in the area.

1. Provide the Sunshine 811 locate ticket number.
2. Mark up the RCES supplied map to show the limits of the excavation that will occur within the following thirty (30) days.

d. Emergency Locate requests:

1. An emergency is defined by Chapter 556.109, Florida Statutes as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in a member's underground facility; or any impairment of public roads or utilities that requires immediate repair, as determined by FDOT

or another affected political subdivision.

2. Work-scheduling problems are not considered an emergency.

e. If prior to 7:00 AM or after 4:00 PM on weekdays, or anytime on weekends or holidays, call the RCES Control Room Emergency Number at 407.824.4185. Provide the nature of the emergency and exact location.

f. Call Sunshine 811.

g. Provide the Sunshine 811 locate ticket number to the RCES Control Room.

h. Approved excavators can request emergency tickets using Internet Ticket Entry ("ITE"). Excavators not approved for ITE emergency ticket entry must request emergency tickets by calling 811.

iii. Have the area subject to the request marked on the ground using the "white line" method recommended by Sunshine 811. If the area is a sensitive "on-stage" area where marking is not desired, meet the locators at the site and define the actual extent of the area to be located. Follow the Low Impact Marking Guidelines defined in Chapter 556.114, Florida Statutes.

iv. DO NOT BEGIN EXCAVATION until you have:

a. Received and reviewed the RCES Utility Locate Office ticket and notes for utility presence, conflicts, or special conditions; AND

b. 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.

v. NOTE: RCES is ONLY RESPONSIBLE for locating the utilities owned by Reedy Creek Improvement District and for notifying specific WDW organizations that have underground facilities within CFTOD (WDW Irrigation, WDW Telecom, and WDW Video Technology). RCES is not responsible for location of "secondary" facilities – those lines (electric, water, sewer, etc.) that are on the customer side of the meter or any other similar lines on the customer's property. The Locate Ticket you will get from RCES will specifically indicate that the excavator must also contact the property owner / customer to obtain information on those secondary lines. The customer may require that the excavator locate such lines.

vi. During Excavation:

a. Protect exposed underground facilities.

b. Keep the locator marks visible throughout the excavation period or request a reissue of the locate.

c. 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.

d. Understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks when using any mechanized equipment within the tolerance zone, supervision is necessary.

e. Keep a copy of the RCES Locate Ticket and the Sunshine 811 Positive Response at the specific area of work.

f. 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.

1. The Utility Locate Ticket shall not be construed as a building permit.

2. When a utility requests an area to be "HAND-DUG" it means HAND DIG ONLY.

g. The Owner reserves the right to stop excavation at any time for the following reasons:

1. The Utility Locate Ticket is not present at the work site.
2. The excavation is not in compliance with WDW, RCES, or CFTOD rules and regulations.
3. The excavation is endangering personnel, equipment, or existing utilities.
4. No restitution will be made for work stoppage for violations of the above- mentioned causes.

3.16 Safety Requirements:

A. Contractor shall provide a Site-Specific Safety Plan and obtain approval by the Owner prior to commencing work.

B. Contractor shall provide a Severe Weather Preparedness plan and obtain approval prior to commencing work. The Severe Weather Preparedness plan will follow the guidelines of CFTOD's "Required Storm Preparation Procedures", dated June 2017. The costs incurred as a result of the implementation of this plan on this contract will be the responsibility of the Contractor.

C. Contractor is required to start all meetings or briefings with a "Safety minute or thought of the day".

SECTION 4. SPECIAL INSTRUCTIONS

4.1 Work Hours:

A. All work requiring a temporary lane closure shall be performed between 10:00 PM and 6:00 AM Sunday through Thursday. Approved work hours are subject to their individual location and shall be communicated to the Owner's Representative on Thursday by noon, of the week prior to the requested implementation.

B. 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.

4.2 Material and Equipment Storage Limitations:

A. 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.

B. 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.

C. The Contractor shall relocate stored materials or equipment at its expense when directed by the Owner's Representative.

D. 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.

E. The Contractor shall be solely responsible for the securing and safekeeping of all of its on-site materials, tools and equipment.

F. The Contractor shall use "whisperized" construction equipment. The Contractor shall be prepared to schedule work of extreme noise levels at times established by the Owner's Representative.

G. 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.

H. The Contractor shall not store fuel on site.

SECTION 5. ALLOWANCES

5.1 Specific Cash Allowances

A. Allowances include only the costs for items described in paragraphs B and C, below. All overhead, profit, general conditions, tools, miscellaneous expenses, and all other things necessary to complete the Work shall be included by the Contractor in the Contract Sum.

B. The cost of each "furnish and install" allowance, unless specifically described otherwise, shall include:

1. The cost of the product to the Contractor, less any applicable trade discounts.
2. Delivery to the site.
3. Applicable taxes.
4. Installation labor, including worker's compensation, social security, paid benefits, and other applicable labor taxes.

C. In addition to the amount of each "material only" allowance, Contractor shall include the following costs:

1. The cost of the product to the Contractor, less any applicable trade discounts.
2. Delivery to the site.
3. Applicable taxes.

D. List of Allowances:

1. Allowance No. 1 – Secondary Utility Locating Service

The RCES Utility Locate Services Office will only locate primary utilities. It will not locate secondary utilities. Allowance No. 1 provides funds for the Contractor to hire a private utility locate service to locate all secondary utilities with the limits of the work. The Allowance shall cover the costs of electromagnetic induction detection, ground penetrating radar detection, and vacuum excavation by an independent certified locate technician. The locate service selected by the Contractor shall be a member of Sunshine State One Call of Florida, Underground Utility Leak & Locators Association ("UULLA"), and the National Utility Locating Contractors Association.

This Allowance will not cover the costs of hand digging or soft digging by the Contractor's personnel. Locating services provided by the RCES Locating Services Office and by any private secondary locating technician provided for under this Allowance No. 1 shall be confined to surface markings and flagging only. The Contractor shall hand dig as required to determine the depths of all utilities, storm infrastructure, and other known, buried infrastructure to be traversed by installations per design documents. All such hand digging is included in the Lump Sum Contract Amount. Where vacuum excavation is required, the Contractor shall secure approval from the Owner's Representative in advance.

Allowance No. 1 – Amount shall be Twenty Five Thousand Dollars ($25,000.00)

5.2 Adjustment of Costs:

A. If the aggregate costs of the allowance items exceed the allowance aggregate total, the Contractor shall receive an additive change order for the difference plus a percentage mark-up per the terms of the Contract. If the aggregate costs of the allowance items are less than the allowance aggregate total, the Contractor shall receive a deductive change order for the difference less any other allowable deductions pursuant to the terms set forth in the Contract.

B. Submit all requests for anticipated additional costs at the site, or other expenses caused by selection under

the Allowance, prior to purchase and execution of the Work of the selected item.

5.3 Contractor's Responsibility:

A. The following Contractor-owned equipment rates shall be utilized for the purpose of calculating the total cost of equipment owned and utilized by the Contractor pursuant thereto for any time and material work authorizations. All Contractor-owned equipment rates set forth herein are all- inclusive of the Contractor's cost to store, maintain, fuel and (with exception of the labor required to operate the equipment) all incidental costs associated with the operation and maintenance thereof. All rates set forth herein are inclusive of markup for Contractor's profit. If any equipment requires a multiday commitment, please price the per day rate to include the multiple day(s) mobilization/demobilization required for a single day of use.

SECTION 6. REQUIREMENTS

6.1 The Contractor shall have a full-time employee on staff that has an Advanced Temporary Traffic Control ("TTC," formerly known as Maintenance of Traffic "MOT") certification. All TTC placed upon District property shall be installed and removed under the certified individual's supervision.

6.2 Likewise, any flagging operation shall only be performed by individuals that have at minimum FDOT's TTC Basic Flagger Certification.

SECTION 7. ADDENDA CLARIFICATIONS

7.1 Reedy Creek Energy Services (RCES) places moratoriums restricting work near critical utilities during the following Holiday periods:

- Christmas through New Years
- Easter/Spring Break
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving
- Work activities during these time periods shall be vetted through RCES. Time periods and durations of such may differ depending on what day the Holidays actually fall on.

7.2 The project scope of work does not require the need to obtain a Building or PM Permit.

7.3 Right of Way (ROW) permits are NOT required to be obtained for this work as the limits of work fall within the ROW of the Central Florida Tourism Oversight District, whom is the Owner and manager of the property in which the work is contained. Although, per the plans and specifications, all MOT/TTC Plans shall be submit for review and approval to the CFTOD Construction Management Team, in coordination with Planning & Engineering, for approval prior to implementation.

7.4 Due to the high guest traffic within the project area, weekly MOT/TTC coordination meetings are held to communicate lane closure requests, adjacent contractors, Disney event schedules, and coordinate between multiple resorts.

7.5 Working within the vicinity of the Monorail:

- Requires considerable coordination with Monorail Operations and requires the use of a spotter on site at all times while working within 20 feet of the Monorail.
- The Contractor shall be aware of pier locations and their respective footings during guardrail post installation as additional encased posts for shallow mount may be required.

7.6 The Contractor shall maintain access to through traffic at all times.

7.7 All work requiring a temporary lane closure shall be performed between 10:00 PM and 6:00 AM Sunday through Thursday. Approved work hours are subject to their individual location and shall be communicated to the Owner's Representative on Thursday by noon, of the week prior to the requested implementation.

II. List of Contract Documents

A. Drawings:
Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled 2024 MILLING AND RESURFACING PAVEMENT PROGRAM. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

B. Specifications:
For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled 2024 MILLING AND RESURFACING PAVEMENT PROGRAM. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

C. This Exhibit A, Project Description and List of Contract Documents, 14 pages

D. Exhibit B, Project Milestone Schedule, 1 page

E. Exhibit C, Recap of Contract Sum, 2 pages

F. Exhibit D, Pending Alternates, 1 page

G. Exhibit E, Unit Price Schedule, including Attachment 1, Schedules of Hourly Wage & Contractor-Owned Equipment Rates, 3 pages

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

I. General Conditions of the Contract for Construction, including table of contents, April 2024 Ed., 26 pages

J. Payment Bond, 2 pages

K. Performance Bond, 2 pages

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

M. Dual Obligee Rider, 1 page

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

O. Contractor's Request for Information (SAMPLE), 1 page

P. Directive (SAMPLE), 1 page

Q. Change Order (SAMPLE), including Exhibit A, 2 pages

R. Close-Out Change Order (SAMPLE contains Certificate of Substantial Completion), including Attachments A through G, 10 pages

S. Punch List (SAMPLE), 1 page

End of Exhibit A

EXHIBIT B
PROJECT MILESTONE SCHEDULE
Contract No.: C006530

The Contractor agrees to commence and complete the Work in strict accordance with the Project Milestone Schedule for performance of the work, as provided below:

MILESTONE DESCRIPTION	START DATE	COMPLETION DATE
Notice-to-Proceed	Day 1	Day 1
Substantial Completion	Day 1	120 Days from Notice-to-Proceed
Final Completion	Day 120	150 Days from Notice to Proceed

End of Exhibit B

EXHIBIT C
RECAP OF CONTRACT SUM
Contract No.: C006530

The Contract Sum is based on the Contractor's proposed Base Bid Not-to-Exceed Amount of $3,204,000.00, which has been modified to include 3" milling on Hartzog Rd with related services for an additional $253,000.00 for a Not-to-Exceed Contract Sum of **$3,457,000.00** as itemized below.

Item	Description	Unit	Qty	Unit Price	Total
1	Permits and Fees	LS	1	$2,000.00	$2,000.00
2	Performance and Payment Bonds	LS	1	$10,000.00	$10,000.00
3	Project Management	MO	2	$50,000.00	$100,000.00
4	Monthly Schedule Updates	MO	2	$2,000.00	$4,000.00
5	Submittals and Shop Drawings	LS	1	$5,000.00	$5,000.00
6	Daily Reporting	MO	2	$2,000.00	$4,000.00
7	Mobilization and Demobilization	LS	1	$140,000.00	$140,000.00
8	Field Coordination and Layout	MO	2	$30,000.00	$60,000.00
9	Erosion and Sedimentation Control	LS	1	$32,000.00	$32,000.00
10	Site Stabilization (Sodding)	LS	1	$67,800.00	$67,800.00
11	Maintenance of Traffic (MOT)	MO	2	$48,800.00	$97,600.00
12	Record Drawings	MO	2	$5,000.00	$10,000.00
General Conditions: World Drive Corridor Guardrail Replacements Subtotal					**$532,400.00**
13	Misc. Asphalt	LS	1	$225,000.00	$225,000.00
14	Existing Guardrail Demo & Removal	LS	1	$33,000.00	$33,000.00
15	Guardrail - Group 8C – GR #11	LS	1	$48,000.00	$48,000.00
16	Guardrail - Group 8C – GR #12	LS	1	$41,000.00	$41,000.00
17	Guardrail - Group 8C – GR #14	LS	1	$21,000.00	$21,000.00
18	Guardrail - Group 8A – GR #32A	LS	1	$16,000.00	$16,000.00
19	Guardrail - Group 8A – GR #35	LS	1	$15,000.00	$15,000.00
20	Guardrail - Group 8A – GR #65	LS	1	$48,000.00	$48,000.00
21	Guardrail - Group 8B – GR #38	LS	1	$20,000.00	$20,000.00
22	Guardrail - Group 8A – GR #30	LS	1	$68,000.00	$68,000.00
23	Guardrail - Group 8A – GR #36	LS	1	$64,000.00	$64,000.00
24	Guardrail - Group 8B – GR #54	LS	1	$38,000.00	$38,000.00
25	Guardrail - Group 8B – GR #37	LS	1	$21,000.00	$21,000.00
26	Guardrail - Group 8B – GR #46	LS	1	$43,000.00	$43,000.00
27	Guardrail - Group 8B – GR #40	LS	1	$17,000.00	$17,000.00
28	Guardrail - Group 8B – GR #41	LS	1	$28,500.00	$28,500.00
Roadway: World Drive Corridor Guardrail Replacements Subtotal					**$746,500.00**
29	Permits and Fees	LS	1	$2,000.00	$2,000.00
30	Performance and Payment Bonds	LS	1	$10,000.00	$10,000.00
31	Project Management	MO	2	$50,000.00	$100,000.00
32	Monthly Schedule Updates	MO	2	$2,000.00	$4,000.00
33	Submittals and Shop Drawings	LS	1	$5,000.00	$5,000.00
34	Daily Reporting	MO	2	$2,000.00	$4,000.00
35	Mobilization and Demobilization	LS	1	$140,000.00	$140,000.00
36	Field Coordination and Layout	MO	2	$30,000.00	$60,000.00
37	Erosion and Sedimentation Control	LS	1	$10,000.00	$10,000.00
38	Site Stabilization (Sodding)	LS	1	$30,000.00	$30,000.00
39	Maintenance of Traffic (MOT)	MO	2	$45,000.00	$90,000.00
General Cond.: Mill/Resurface - BVD Esplanade Ave (Riviera Resort Entrance) Intersection Subtotal					**$455,000.00**

EXHIBIT C
RECAP OF CONTRACT SUM
Contract No.: C006530

Item	Description	Unit	Qty	Unit Price	Total
40	4" Milling of Existing Asphalt Pavement	LS	1	$95,000.00	$95,000.00
41	SP - Structural (PG 76-22)	TN	1,800	$226.00	$406,800.00
42	FC-12.5 Friction (PG 82-22)	TN	900	$268.00	$241,200.00
43	Signing and Pavement Markings	LS	1	$37,500.00	$37,500.00
Roadway: Mill/Resurface - BVD Esplanade Ave (Riviera Resort Entrance) Intersection Subtotal					**$780,500.00**
44	Permits and Fees	LS	1	$1,000.00	$1,000.00
45	Performance and Payment Bonds	LS	1	$5,000.00	$5,000.00
46	Project Management	MO	1	$10,000.00	$10,000.00
47	Monthly Schedule Updates	MO	1	$2,000.00	$2,000.00
48	Submittals and Shop Drawings	LS	1	$5,000.00	$5,000.00
49	Daily Reporting	MO	1	$2,000.00	$2,000.00
50	Mobilization and Demobilization	LS	1	$21,000.00	$21,000.00
51	Field Coordination and Layout	MO	1	$9,000.00	$9,000.00
52	Erosion and Sedimentation Control	LS	1	$25,000.00	$25,000.00
53	Site Stabilization (Sodding)	SY	2,000	$5.80	$11,600.00
54	Maintenance of Traffic (MOT)	MO	1	$48,000.00	$48,000.00
General Conditions: Mill/Resurface - Hartzog Rd from Sta. 122+40 to Sta. 152+00 Subtotal					**$139,600.00**
55A	3" Milling of Existing Asphalt Pavement	LS	1	$69,000.00	$69,000.00
55B	1.5" SP- Structural (PG 76-22)	TN	1,000	$208.00	$208,000.00
56	FC-12.5 Friction (PG 82-22)	TN	1,000	$268.00	$268,000.00
57	Signing and Pavement Markings	LS	1	$71,000.00	$71,000.00
Roadway: Mill/Resurface - Hartzog Rd from Sta. 122+40 to Sta. 152+00 Subtotal					**$616,000.00**
58	Secondary Utility Locates (ADD $25,000 in field)	LS	1	$25,000.00	$25,000.00
Allowances Subtotal					**$25,000.00**
59	Alternate #1 - Guardrail - Group 8B – GR #42	LS	1	$33,000.00	$33,000.00
60	Alternate #2 - Guardrail - Group 8B – GR #43	LS	1	$18,000.00	$18,000.00
61	Alternate #3 - Guardrail - Group 8B – GR #44	LS	1	$20,000.00	$20,000.00
62	Alternate #4 - Guardrail - Group 8B – GR #45	LS	1	$10,000.00	$10,000.00
63	Alternate #5 - Guardrail - Group 8B – GR #47	LS	1	$19,000.00	$19,000.00
64	Alternate #6 - Guardrail - Group 8B – GR #55	LS	1	$31,000.00	$31,000.00
65	Alternate #7 - Guardrail - Group 8B – GR #56	LS	1	$31,000.00	$31,000.00
Bid Alternates Subtotal					**$162,000.00**
Not-to-Exceed Amount: Grand Total					**$3,457,000.00**

End of Exhibit C

EXHIBIT D
PENDING ALTERNATES
Contract No.: C006530

THERE ARE NO PENDING ALTERNATES

End of Exhibit D

EXHIBIT E
UNIT PRICE SCHEDULE
Contract No.: C006530

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

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

Item	Description	Unit	Unit Price
	Erosion Control		
1	Silt Fence	LF	$3.75
2	Double Row Silt Fence	LF	$4.38
3	Mowing	AC	$175.00
4	Inlet Protection Device	EA	$162.50
5	Soil Tracking Prevention Trap (Temporary)	EA	$7,500.00
6	Artificial Coverings/Roll Erosion Control	SY	$10.82
7	Power Broom	ED	$375.00
8	Street Sweeper (with Vacuum Pick-up)	ED	$875.00
	MOT/TTC		
9	Work Zone Sign	ED	$0.50
10	Portable Changeable Message Sign, Temp.	ED	$16.25
11	Arrow Board /Advance Warning Arrow Panel	ED	$8.75
12	Temp. Barricades - Types I, II, DI, VP, Drum, LC	ED	$0.25
13	Temp. Barricades – Type III, 6'	ED	$0.63
14	High Intensity Flash LI, Temp, Type B	ED	$0.25
15	Traffic Control Off-Duty Law Enforcement Officer	MH	$106.25
16	Temporary Fencing with Screening	LF	$8.75
17	MOT Crew & Equipment	ED	$3,750.00
18	Temporary Paint Striping 6" White, Skip	GM	$2,125.00
19	Temporary Paint Striping 6" White, Solid	GM	$2,125.00
20	Temporary Paint Striping 6" Yellow, Solid	GM	$2,125.00
21	Temporary Paint Striping 6" Double Yellow, Solid	GM	$3,750.00
22	Temporary Paint Striping 18" White, Solid	LF	$3.75
23	Temporary Paint Striping 18" Yellow, Solid	LF	$5.00
24	Temporary Paint Striping 24" Stop Bars	LF	$5.00
25	Temporary Paint Striping Arrows	EA	$62.50
26	Temporary Paint Striping Messages	EA	$112.50
27	Temporary Paint Striping 6", DOT Guide	LF	$7.50

EXHIBIT E
UNIT PRICE SCHEDULE
Contract No.: C006530

Item	Description	Unit	Unit Price
	Roadway		
28	Friction Course FC-12.5 Traffic E (1.5")(PG 82-22)	TN	$406.25
29	Friction Course FC-12.5 Traffic E (2.5")(PG 82-22)	TN	$437.50
30	Friction Course FC-5 (0.75") (PG 82-22)	TN	$375.00
31	Type SP Structural Course (Traffic E) (PG 82-22) (3")	TN	$375.00
32	Type SP Structural Course (Traffic E) (PG 82-22) (2.5")	TN	$350.00
33	Type SP Structural Course (Traffic E) (PG 82-22) (1.5")	TN	$312.50
34	Type SP Structural Course (Traffic E) (PG 76-22) (3")	TN	$375.00
35	Type SP Structural Course (Traffic E) (PG 76-22) (2.5")	TN	$362.50
36	Type SP Structural Course (Traffic E) (PG 76-22) (2")	TN	$343.75
37	Type SP Structural Course (Traffic E) (PG 76-22) (1.5")	TN	$312.50
38	Mill Existing Asphalt Pavement Average Depth .75"	SY	$3.75
39	Mill Existing Asphalt Pavement Average Depth 1.5"	SY	$4.38
40	Mill Existing Asphalt Pavement Average Depth 2.5"	SY	$4.69
41	Mill Existing Asphalt Pavement Average Depth 3"	SY	$5.00
42	Mill Existing Asphalt Pavement Average Depth 3.5"	SY	$5.32
43	Mill Existing Asphalt Pavement Average Depth 3.75"	SY	$5.63
44	Mill Existing Asphalt Pavement Average Depth 4"	SY	$5.94
45	Mill Existing Asphalt Pavement Average Depth 4.5"	SY	$6.25
46	Mill Existing Asphalt Pavement Average Depth 6.5"	SY	$8.75
47	Type F Curb & Gutter	LF	$50.00
48	Type E Curb & Gutter	LF	$50.00
49	Guardrail Removal/Demo	LF	$8.75
50	Guardrail	LF	$31.25
51	Guardrail End Anchorage Assembly	EA	$5,000.00
52	Miscellaneous Asphalt Pavement	TN	$625.00
	Signage and Striping		
53	Thermoplastic, 6", Solid	NM	$10,000.00
54	Thermoplastic, 6", Double Yellow	NM	$12,500.00
55	Thermoplastic, 6", Skip (2' – 4')	GM	$6,250.00
56	Thermoplastic, 6", Skip (3' – 9')	GM	$6,250.00
57	Thermoplastic, 6", Skip (10' – 30')	GM	$6,250.00
58	Thermoplastic, Solid, 8"	LF	$5.00
59	Thermoplastic, Solid, 12"	LF	$6.25
60	Thermoplastic, Solid, 18"	LF	$7.50
61	Thermoplastic, Solid, 24"	LF	$10.00
62	6" White Over 9" Black, Solid	LF	$6.25
63	6" Yellow Over 9" Black, Solid	LF	$6.25
64	6" White Over 9" Black, Skip (10 – 30)	LF	$6.25
65	Reflective Pavement Markers	EA	$5.00
66	Thermoplastic, White, Wrong-Way Arrow	EA	$150.00
67	Thermoplastic, White, Arrow	EA	$150.00
68	Thermoplastic, White, Message	EA	$312.50
	Landscape		
69	Sod (Bahia)	SY	$3.75
70	Sod (St. Augustine)	SY	$6.25

ATTACHMENT 1 of EXHIBIT E
SCHEDULES OF HOURLY WAGE RATES AND CONTRACTOR-OWNED EQUIPMENT RATES
Contract No.: C006530

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

A. **Hourly Wage Rates**:
Wage rates shall remain in effect through Contract Completion.

Labor Category	Hourly Wage Rate
Project Manager w/ truck	$ 153.00
General Superintendent w/ truck	$ 144.00
Superintendent w/ truck	$ 129.00
Safety Manager w/ truck	$ 112.00
Project Engineer w/ truck	$ 106.00
Foreman w/ truck	$ 102.00
Labor - Equip Operator	$ 56.00
Labor - Skilled	$ 52.00
GPS Survey Crew w/ truck and equipment	$ 165.00

B. **Contractor-owned Equipment Rates:**
The table below lists each type of Contractor-owned equipment to be utilized in the performance of the Work and the hourly rate corresponding to each. Each and every listed rate is an all-inclusive rate, which includes but is not necessarily limited to, the cost of purchasing, leasing, maintaining, licensing, transporting and fueling the equipment, the Contractor's overhead and any profit to be derived by the Contractor from the use of the equipment pursuant to the Agreement, and is not subject to additional markup by the Contractor. Each and every equipment rate shall remain in effect for the duration of the Contract and shall apply for the purpose of calculating changes to the amount of the Contract Sum attributable to both additions to and deletions from the Work (collectively, changes to the Work). Any costs for such equipment that are attributable to changes to the Work shall be computed on a net hourly basis, as applicable, multiplied by the corresponding rate. The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment. The equipment rates included in the list below do not apply to rented equipment, the costs for which are subject to the corresponding provisions set forth in Article 12 of the General Conditions of the Contract for Construction.

Equipment Type	Hourly Rate
Excavator 55 TN - (Cat 349/Kom 490)	$ 327.00
Excavator 40 TN - (Cat 336/Kom 390)	$ 246.00
Excavator 33 TN - (Cat 329/Kom 290)	$ 218.00
Excavator 27 TN - (Cat 320/Kom 240)	$ 173.00
Excavator 14 TN - (Cat 312)	$ 118.00
Motor Grader w/GPS (Cat 120M)	$ 152.00
Dozer w/GPS 150HP - (Cat D6N/Kom D61)	$ 224.00
Dozer w/GPS 125HP - (Cat D6K/Kom D51)	$ 197.00
Dozer w/GPS 100HP - (Cat D5K/Kom D39)	$ 172.00
Loader 225HP - (Cat 950/Kom WA380)	$ 153.00
Loader l75HP - (Cat 938/Kom WA320)	$ 131.00
Loader Skid-Steer	$ 89.00

Equipment Type	Hourly Rate
Backhoe/Loader Tractor - (Cat 420)	$ 84.00
Truck - Pickup	$ 26.00
Truck- Water Trk 2000 gallon	$ 60.00
Truck - Off-road 25 Ton	$ 163.00
Truck - Off-road 40 Ton	$ 234.00
Compactor - Vibratory Roller (Cat CS54)	$ 99.00
Compactor - Plate Tamp	$ 21.00
Shoring - Trench Box	$ 25.00
Light Plant	$ 26.00
Pump – 8"	$ 84.00
Pump – 6"	$ 75.00
Pump – 4"	$ 42.00

End of Exhibit E, including Attachment 1

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
Contract No.: C006530
June 2023 Edition

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(i) Definitions:

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

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

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

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

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

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

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

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan ("PSSP"), a hazard analysis, pre-task 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. Trashcans 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. Trashcans 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.

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.

C. CHLOROFLUOROCARBONS (CFCs)

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

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

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

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

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

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

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

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

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

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

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

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

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

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

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

VIII. LOCK OUT / TAG OUT

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

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

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

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

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

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

a) Continuity of service is essential, and

b) Shutdown of the system is impractical, and

c) Procedures are documented and followed, and

d) Special equipment is used to provide effective protection for workers

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

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

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

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 be handed over to another authorized employee.

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

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

a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.

b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.

c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.

d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

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

IX. FALL PROTECTION

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

an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until 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 40^0 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. AWPs that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as "out of service" the vehicle shall not to be operated until it has been repaired.

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

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

XIII. UTILITY LOCATES

Routine Locate Tickets:

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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.

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

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

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

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

a) Site & project information
b) Immediate contact name(s) and telephone number(s)
c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
d) Minimum equipment requirements
e) Sequence of basic job steps and the recommended safe operational procedures and protection. Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces

f) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)

g) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

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

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

XVII. RESERVED.

END OF SPECIAL CONTRACT CONDITIONS

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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. 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 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:
WATSON CIVIL CONSTRUCTION, INC.
319 West Town Place, Suite 25
St. Augustine, Florida 32092 (hereinafter "Contractor")

SURETY:
Name:_____
Address:_____
_____
_____ (hereinafter "Surety")

CONTRACT:
Date: May 22, 2024
Contract No. C006530
Project: 2024 MILLING AND RESURFACING PAVEMENT PROGRAM

Legal Description or Street Address of Project: The project includes the following locations: Buena Vista Drive Esplanade Avenue (Riviera Resort Entrance); Hartzog Road from Sta. 122+00 to Sta. 152+00; northbound and southbound World Drive corridor; and Epcot Center Drive.

Contract Sum: THREE MILLION, FOUR HUNDRED FIFTY-SEVEN AND ZERO ONE-HUNDREDTHS DOLLARS ($3,457,000.00) (hereinafter "Contract")

BOND:
Date: May 22, 2024
Amount: THREE MILLION, FOUR HUNDRED FIFTY-SEVEN AND ZERO ONE-HUNDREDTHS DOLLARS ($3,457,000.00) (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:	**SURETY:**
WATSON CIVIL CONSTRUCTION, INC.	
[SEAL]	[SEAL]
By:_____	By:_____
Print Name:_____	Print Name:_____
Title: _____	Title: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND

OWNER:
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869 (hereinafter "Owner")

CONTRACTOR:
WATSON CIVIL CONSTRUCTION, INC.
319 West Town Place, Suite 25
St. Augustine, Florida 32092 (hereinafter "Contractor")

SURETY:
Name:_____
Address:_____
_____
_____ (hereinafter "Surety")

CONTRACT:
Date: May 22, 2024
Contract No. C006530
Project: 2024 MILLING AND RESURFACING PAVEMENT PROGRAM

Legal Description or Street Address of Project: The project includes the following locations: Buena Vista Drive Esplanade Avenue (Riviera Resort Entrance); Hartzog Road from Sta. 122+00 to Sta. 152+00; northbound and southbound World Drive corridor; and Epcot Center Drive.

Contract Sum: THREE MILLION, FOUR HUNDRED FIFTY-SEVEN AND ZERO ONE-HUNDREDTHS DOLLARS ($3,457,000.00) (hereinafter "Contract")

BOND:
Date: May 22, 2024
Amount: THREE MILLION, FOUR HUNDRED FIFTY-SEVEN AND ZERO ONE-HUNDREDTHS DOLLARS ($3,457,000.00) (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:	**SURETY:**
WATSON CIVIL CONSTRUCTION, INC.	
[SEAL]	[SEAL]
By:_____	By:_____
Print Name:_____	Print Name:_____
Title: _____	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 # C006530
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 _____(Contractor)

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 preceding 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: **Watson Civil Construction, Inc.**

By _____

Surety

By _____

CONTRACTOR'S INTERIM AFFIDAVIT

From: WATSON CIVIL CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

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

2. That this Affidavit is made with respect to Contract No.: C006530, dated May 22, 2024, for 2024 MILLING AND RESURFACING PAVEMENT PROGRAM

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: Watson Civil Construction, Inc.

By: _____

_____
Print Name

_____
Print Title

Sample

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Date: _____

From: WATSON CIVIL CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006530, dated May 22, 2024, between CENTRAL FLORIDA TOURISM DISTRICT and WATSON CIVIL CONSTRUCTION, INC.

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

Name	Amount Due and Owing	Notes

Sample

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: _____

Sample

DIRECTIVE NO.

CONTRACT NO: C006530 DATE: _____

PROJECT: **2024 MILLING AND RESURFACING PAVEMENT PROGRAM**

SUB-PROJECT: _____

CONTRACTOR: Watson Civil Construction, Inc.

ATTACHMENTS:

DESCRIPTION: _____

Pursuant to the General Conditions of the Contract for Construction, you are hereby directed to proceed to perform the Work described above as indicated below. All work is to be accomplished in accordance with the Contract Documents. Any time extension associated with this Directive should be identified and a separate price stated to incorporate this change within the Contract completion date. Accurate records of any additional work, which may result in a change to the Contract Sum or Contract Time must be maintained. The implementation of all work now in process must be coordinated with the proposed revised conditions associated with this Directive.

The following is applicable to this Directive as marked:

_____ A. The work described above and in the accompanying attachments will not change the Contract Sum or Contract Time.

_____ B. The Contract Sum shall be increased/decreased by the sum of $_____ as a result of this Directive and the Contract Time shall be increased/decreased by ____ calendar days and shall be reflected in a Change Order to be signed by the parties.

_____ C. The amount of change, if any, to the Contract Sum or Contract Time is undetermined as of the date of the Directive. Any such change amount shall be determined in accordance with the provisions of Article 12 of the General Conditions of the Contract for Construction.

_____ D. Proceed immediately with the changes on a time-and-materials basis. Time tickets shall be submitted daily to the Owner's Representative for verification. A formal Change Order will be issued for the actual costs based upon the signed time tickets and material invoices plus the Contractor's allowable mark-up as specified in the Contract Documents.

_____ E. The parties are unable to agree at this time as to whether the work described above constitutes a change in the scope of the work of the Contractor. Such dispute shall be resolved in accordance with the applicable provisions in the Contract Documents.

Approved:

_____

Central Florida Tourism Oversight District Date

Recommended for Approval:

_____

Engineer/Architect – (insert company name) Date

Accepted:

_____

Contractor: Watson Civil Construction, Inc. Date

Copy: Contract File
Engineer/Architect's Project Manager: _____
Owner's Project Manager: Craig Sandt

Sample

PROJECT: 2024 MILLING AND RESURFACING PAVEMENT PROGRAM

CONTRACTOR: Watson Civil Construction, Inc.
319 West Town Place, Suite 25
St. Augustine, FL 32092

CONTRACT NO. C006530

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	$3,457,000.00
2.	Total net change by previous Change Orders	«Prior_Revisions_Fee_Amount»
3.	Contract Sum prior to this Change Order	«Prior_Contract_Sum_Amount»
4.	Contract Sum will be adjusted with this Change Order	«Fee_Amount»
5.	Adjusted Contract Sum including this Change Order	«Total_Contract_Fee_Amount»
6.	Original Contract Time	«Original_Completion_Date»
7.	Contract Time prior to this Change Order	«Prior_Completion_Date»
8.	Adjustment in Contract Time by this Change Order	«Extended_Days» days
9.	Adjusted Contract Time including this Change Order	«Current_Completion_Date»

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

The total amount of this Change Order is fair, reasonable and mutually agreeable, and includes all applicable taxes, insurance, bond or corporate guarantee, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, cardinal change, delays, acceleration, inefficiency and cumulative impact, or any claims, lawsuits, actions or causes of action therefor, and the Contractor hereby waives, releases and forever discharges any and all claims, lawsuits, actions or causes of action for such items associated with or related to the Work covered by this Change Order. Without limitation on the foregoing, the parties hereto specifically acknowledge that it is their intent to hereby waive, release and forever discharge any and all cardinal change or cumulative impact claims, whether known or unknown, whether in law or in equity, whether contingent or non-contingent, and whether past, present or future, arising out of or in connection with this Change Order and all previous Change Orders.

This Change Order represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for this change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract including, without limitation, those concerning payment.

OWNER
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Signature: _____

Print Name: S.C. Kopelousos

Title: District Administrator

Date: _____

CONTRACTOR
WATSON CIVIL CONSTRUCTION, INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Sample

EXHIBIT A

Item	Description	Value

Sample

Please initial: _____ Owner _____ Contractor

PROJECT: 2024 MILLING AND RESURFACING PAVEMENT PROGRAM

CONTRACT NUMBER: C006530 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	$3,457,000.00
Total net change by previous Change Orders	$(Insert Amount)
Contract Sum prior to this Change Order	$(Insert Amount)
Contract Sum will be increased/decreased with this Change Order	$(Insert Amount)
Final Contract Sum including this Change Order	$(Insert Amount)

2. The Contractor certifies that all Work covered by the Contract and Change Order No. _ through _ has been completed in accordance with the terms of the Contract, including all punch list items.

3. The attached Contract Close-out Documents, all of which are incorporated herein by reference, relate to all Work performed under the Contract and all Change Orders thereto (which are inclusive of all the Work in Contract No. C006530 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: _____ _____
Owner Contractor

Sample

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.

Sample

OWNER:	CONTRACTOR:
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	**WATSON CIVIL CONSTRUCTION, INC.**
Signature: _____	Signature: _____
Print Name: S.C. Kopelousos	Print Name: _____
Title: District Administrator	Title: _____
Date: _____	Date: _____

CONTRACTOR: Watson Civil Construction, Inc.
CONTRACT NUMBER: C006530
CHANGE ORDER NO. (Insert C.O. Number

GENERAL RELEASE

Attachment A

CONTRACT NO. C006530

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, WATSON CIVIL CONSTRUCTION, INC., the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated May 22, 2024, Contract No. C006530, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and WATSON CIVIL CONSTRUCTION, INC. and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

The undersigned covenants that except for actions and suits based upon breaches of the terms of this Release, it shall not commence or prosecute any action or suit in law or in equity, against the Releasees, either collectively or individually, on account of any action or cause of action which now exists or which may hereafter accrue in its favor.

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

Attested on this date _____.

Watson Civil Construction, Inc.
(Contractor)

_____
Signature

_____
Print Name

_____
Print Title

Sample

CONTRACTOR: Watson Civil Construction, Inc.
CONTRACT NUMBER: C006530
CHANGE ORDER NO. (Insert C.O. Number)

CONTRACTOR'S AFFIDAVIT

From: WATSON CIVIL CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

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

2. That this Affidavit is made with respect to Contract No. C006530, dated May 22, 2024, for the 2024 MILLING AND RESURFACING PAVEMENT PROGRAM 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.

Watson Civil Construction, Inc.
(Contractor)

By: _____

_____
Print Name

_____
Print Title

Sample

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Date: (Insert Date)

From: Watson Civil Construction, Inc.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006530, dated May 22, 2024, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and WATSON CIVIL CONSTRUCTION, INC.

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

NAME	AMOUNT DUE AND OWING	OTHER

Sample

Please initial: _____
Contractor

CONTRACTOR: Watson Civil Construction, Inc.
CONTRACT NUMBER: C006530
CHANGE ORDER NO. (Insert C.O. Number)

CONTRACTOR'S RELEASE AND WAIVER - INSURANCE

Attachment C

Project: 2024 MILLING AND RESURFACING PAVEMENT PROGRAM

Contract No.: C006530

Contractor: Watson Civil Construction, Inc.

Date of Contract: May 22, 2024

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:

_____
(Watson Civil Construction, Inc.)

Signature: _____
(Signature of Corporate Officer)

Title: _____

Sample

Attachment D

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Watson Civil Construction, Inc.

CONTRACT NO. C006530

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

(NONP) NOTICE OF NON-PAYMENT
(NOC) NOTICE OF CLAIM
(COL) CLAIM OF LIEN

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

TYPE	COMPANY FILING NOTICE	UNDER AN ORDER GIVEN BY:

Sample

Please initial: _____
Contractor

CONTRACTOR: Watson Civil Construction, Inc.
CONTRACT NUMBER: C006530
CHANGE ORDER NO. (Insert C.O. Number)

CONTRACTOR'S GUARANTEE TO OWNER

Attachment E

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006530

Project: 2024 MILLING AND RESURFACING PAVEMENT PROGRAM

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.

Watson Civil Construction, Inc.
(Contractor)

By: _____

_____
(Title)

Local Representative to be contacted for service:

Contractor: (Watson Civil Construction, Inc.)
Name: _____
Address: 319 West Town Place, Suite 25
St. Augustine, FL 32092
Telephone No.: _____

Sample

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. C006530, dated, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the 2024 MILLING AND RESURFACING PAVEMENT PROGRAM 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

Sample

THIS SPECIFIC FORMAT MUST BE SUBMITTED ON THE LETTERHEAD OF THE SURETY

CONTRACTOR: Watson Civil Construction, Inc.
CONTRACT NUMBER: C006530
CHANGE ORDER NO. (Insert C.O. Number)

Attachment G

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006530

PROJECT: 2024 MILLING AND RESURFACING PAVEMENT PROGRAM

CONTRACTOR: Watson Civil Construction, Inc.

DATE: _____

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 11.1.F 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:_____

Name:_____

Title:_____

Sample

PUNCH LIST FOR THE
PROJECT AREA KNOWN AS
{Project Name}

CONTRACT NO.: C006530

PROJECT: 2024 MILLING AND RESURFACING PAVEMENT PROGRAM

CONTRACTOR: Watson Civil Construction, Inc.

DATE: _____

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

Sample

LIST OF DRAWINGS & SPECIFICATIONS

Contract No.: C006530

Project: 2024 Milling & Resurfacing Pavement Program

1. DRAWINGS:

The following list of drawings/materials is applicable to the foregoing.

LIST OF DRAWINGS / MATERIALS

DRAWING NO.	TITLE	DATE	EOR
BUENA VISTA DRIVE ESPLANADE AVE. (RIVIERA RESORT ENTRANCE) INTERSECTION			
001	KEY SHEET	10/20/2022	Kisinger Campo and Associates Corp.
002	TYPICAL SECTIONS	10/20/2022	Kisinger Campo and Associates Corp.
003	PROJECT LAYOUT	10/20/2022	Kisinger Campo and Associates Corp.
004	GENERAL NOTES	10/20/2022	Kisinger Campo and Associates Corp.
005	ROADWAY PLAN SHEETS	10/20/2022	Kisinger Campo and Associates Corp.
006	ROADWAY PLAN SHEETS	10/20/2022	Kisinger Campo and Associates Corp.
HARTZOG RD FROM NORTH OF WESTERN WAY (RUBY RED LANE) TO CFTOD PROPERTY LINE FLAGLER AVENUE FROM WESTERN WAY TO HARTZOG RD			
001	KEY SHEET	11/07/2022	Kisinger Campo and Associates Corp.
002	TYPICAL SECTIONS	11/07/2022	Kisinger Campo and Associates Corp.
003	TYPICAL SECTIONS	11/07/2022	Kisinger Campo and Associates Corp.
004	TYPICAL SECTIONS	11/07/2022	Kisinger Campo and Associates Corp.
005	PROJECT LAYOUT	11/07/2022	Kisinger Campo and Associates Corp.
006	GENERAL NOTES	11/07/2022	Kisinger Campo and Associates Corp.
007	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
008	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
009	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
010	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
011	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
012	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
013	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
014	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
015	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
016	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
017	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
018	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
019	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.

DRAWING NO.	TITLE	DATE	EOR
020	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
021	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
022	ROADWAY PLAN SHEET	11/07/2022	Kisinger Campo and Associates Corp.
GR#8A FINAL S&S PLAN			
001	GENERAL NOTES	07/25/2023	HNTB Corporation
002	SIGNATURE SHEET	07/25/2023	HNTB Corporation
003	PROJECT LAYOUT 8A	07/25/2023	HNTB Corporation
004	PROJECT LAYOUT 8A	07/25/2023	HNTB Corporation
005	GUARDRAIL 30 PLAN	07/25/2023	HNTB Corporation
006	GUARDRAIL 32 PLAN	07/25/2023	HNTB Corporation
007	GUARDRAIL 35 PLAN	07/25/2023	HNTB Corporation
008	GUARDRAIL 36 PLAN	07/25/2023	HNTB Corporation
009	GUARDRAIL 65 PLAN (1)	07/25/2023	HNTB Corporation
010	GUARDRAIL 65 PLAN (2)	07/25/2023	HNTB Corporation
GR#8B FINAL S&S PLAN			
001	GENERAL NOTES	07/07/2023	HNTB Corporation
002	SIGNATURE SHEET	07/07/2023	HNTB Corporation
003	PROJECT LAYOUT 8B	07/07/2023	HNTB Corporation
004	GUARDRAIL 46 & 47 PLAN	07/07/2023	HNTB Corporation
005	GUARDRAIL 40, 44 & 45 PLAN	07/07/2023	HNTB Corporation
006	GUARDRAIL 41, 42 & 43 PLAN	07/07/2023	HNTB Corporation
007	GUARDRAIL 38 PLAN	07/07/2023	HNTB Corporation
008	GUARDRAIL 37 PLAN	07/07/2023	HNTB Corporation
010	GUARDRAIL 54 PLAN	07/07/2023	HNTB Corporation
011	GUARDRAIL 55, 56 & 57A PLAN	07/07/2023	HNTB Corporation
012	GUARDRAIL 57B PLAN	07/07/2023	HNTB Corporation
GR#8C FINAL S7S PLAN			
001	GENERAL NOTES	10/02/2023	HNTB Corporation
002	SIGNATURE SHEET	10/02/2023	HNTB Corporation
003	PROJECT LAYOUT 8C	10/02/2023	HNTB Corporation
004	GUARDRAIL 11 PLAN	10/02/2023	HNTB Corporation
005	GUARDRAIL 12 & 14 PLAN	10/02/2023	HNTB Corporation

SUPPLEMENTAL ATTACHMENT PACKAGE:

ATTACHMENT NO.	TITLE	DATE
001	Stolport Laydown Map	02/27/2024
002	FY 24 - Guardrail Replacement Priority Spreadsheet	02/27/2024

2. SPECIFICATIONS:

The following list of specifications is applicable to the foregoing.

DIVISION 0 – CONTRACT & BIDDING DOCUMENTS:

SPEC. NO.	SPECIFICATION TITLE	DATE
00850	LIST OF DRAWINGS & SPECIFICATIONS	02/27/2024

DIVISION 1 – GENERAL REQUIREMENTS:

SPEC. NO.	SPECIFICATION TITLE	DATE
01008	RCID PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS	07/11/2023
01010	SUMMARY OF WORK	07/11/2023
01018	OWNER-FURNISHED PRODUCTS	07/11/2023
01019	OWNER-PURCHASED PRODUCTS	07/11/2023
01019A	EXHIBIT 'A' ODP PURCHASE REQUISITION FORM	07/11/2023
01019B	EXHIBIT 'B' PRUCHASE ORDER FORM	07/11/2023
01019BA	EXHIBIT 'B' ATTACHMENT 'A' ODP PURCHASE ORDER TERMS & CONDITIONS	07/11/2023
01019C	EXHIBIT 'C' OWNER'S CERTIFICATE OF EXCEMPTION	07/11/2023
01019D	EXHIBIT 'D' CERTIFICATE OF ENTITLEMENT	07/11/2023
01019E	CONSENT OF SURETY FORM	07/11/2023
01019F	EXHIBIT 'F' ODP PURCHASE ORDER PROCEDURES	07/11/2023
01019FA	EXHIBIT 'F' ATTACHMENT 'A' CONTRACTOR'S INVOICE AFFIRMATION LETTER	07/11/2023
01019FB	EXHIBIT 'F' ATTACHMENT 'B' ODP PAY REQUEST FORM	07/11/2023
01019FC	EXHIBIT 'F' ATTACHMENT 'C' OWNER'S REPRESENTATIVE INVOICE AFFIRMATION LETTER	07/11/2023
01020	ELECTRONIC DOCUMENT PROCESSING SERVICE	07/11/2023
01021	ALLOWANCES	07/11/2023
01041	PROJECT COORDINATION	07/11/2023
01045	CUTTING AND PATCHING	07/11/2023
01050	FIELD ENGINEERING	07/11/2023
01100	ALTERNATES	07/11/2023
01202	PROGRESS MEETINGS	07/11/2023
01310	CONSTRUCTION SCHEDULE	07/11/2023
01315	CONTRACT TIME, SEQUENCING AND TIMING OF WORK	07/11/2023
01325	SCHEDULE OF WORK	07/11/2023
01330	SUBMITTAL PROCEDURES	07/11/2023
01340	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES	07/11/2023
01370	SCHEDULE OF VALUES	07/11/2023
01410	REGULATORY REQUIREMENTS	07/11/2023

SPEC. NO.	SPECIFICATION TITLE	DATE
01420	REFERENCES	07/11/2023
01430	SOILS INVESTIGATIONS	07/11/2023
01440	QA & QC	07/11/2023
01455	TESTING AND INSPECTING SERVICES	07/11/2023
01500	TEMPORARY CONSTRUCTION FACILITIES	07/11/2023
01560	EROSION CONTROL	07/11/2023
01630	SUBSTITUTIONS AND PRODUCT OPTIONS	07/11/2023
01640	PRODUCT HANDLING AND PROTECTIONS	07/11/2023
01700	PROJECT CLOSEOUT	07/11/2023
01710	CLEANING	07/11/2023
01720	PROJECT RECORD DOCUMENTS	07/11/2023
01730	EXECUTION	07/11/2023
01750	STARTING AND ADJUSTING	07/11/2023
09870	PROTECTIVE COATINGS	07/11/2023

DIVISION 2 & 3:

SECTION 1- ROADWAY SPECIFICATIONS

DIVISON NO.	SPECIFICATION TITLE	DATE
FDOT	FDOT SPECIFICATION REFERENCE AND MODIFCATIONS	May 2023
RCID 334	SPECIFICATION FOR HOT WARM MIX ASPHALT-RCID 334	May 2023
RCID 528	SPECIFICATION FOR PORTLAND CEMENT CONCRETE SIDEWALK-RCID 528	May 2023

MISC. INFORMATION

	Buena Vista Drive at Rivera – Ardaman Report	07/15/2022
	Hartzog Rd (N Western Way to RCID Property Line) – Ardaman Report	09/01/2022

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT

Board Meeting Date: 05/22/2024

Subject: Award of Bid #C006524 Continuing Service Contract for Roadway & Maintenance Construction

Submitted By: Katherine Luetzow, Manager of Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.2 for a three-year continuing services contract with Stage Door II, Inc. for roadway and maintenance construction services in the amount of $3,000,000

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid released to the public: February 13, 2024

BACKGROUND: This contract supports the District's Public Works Department and the need to provide periodic maintenance and rehabilitation, as well as, emergency repair construction services relating to existing roadway infrastructure. The scope of work includes a variety of roadway and maintenance construction services including but not limited to: addressing roadway pavement issues such as potholes, repairing or replacing guardrail sections, repairing or replacing stormwater drainage structures, installing or repairing drainage pipes, etc.

Services will be provided on an as-needed basis and are typically small maintenance or repair items that are not suited to become a larger planned work project. The scope also contains emergency response provisions for the same. As this work cannot be fully quantified due to the unknown nature, a continuing services contract is requested for use on District facilities property wide. This is a three (3) year contract with a $3,000,000 maximum limiting amount.

FINDINGS AND CONCLUSIONS: On February 13, 2024, Invitation to Bid #C006524 was released to bid for a continuing service request for general and emergency repair construction services for roadway infrastructure. Contractors provided unit costs and rates for a wide variety of items and five (5) sample projects were used to evaluate the provided unit rates. Four (4) bids were received as follows:

Contractor	Location	Sample Project Bid Amount
Stage Door II, Inc.	Apopka, FL*	$241,606.50
Watson Civil Construction, Inc.	St. Augustine, FL	$272,796.00
The Middlesex Corporation	Littleton, MA	$774,459.87
Southern Development & Construction, Inc.	Oviedo, FL*	$1,096,985.50

*Buy Local bidder

Stage Door II, Inc. is the lowest responsive and responsible bidder and is a Buy Local contractor.

The Public Works Department is requesting approval for Contract #C006524 with Stage Door II, Inc. to provide routine maintenance and emergency repair construction services for roadway and associated infrastructure.

FISCAL IMPACT: Individual projects under the contract will be issued through Task Authorizations. The Individual Task Authorizations will be funded as needed from approved Planning & Engineering budget.

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:

Stage Door II, Inc. Contract #C006524

ROADWAY & MAINTENANCE CONSTRUCTION CONTINUING SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of May 22, 2024 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 **Stage Door II, Inc.,** (herein referred to as the "Contractor"), whose mailing address is 3050 Dee Street, Apopka, Florida 32703.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid ("ITB") No. C006524 on February 14, 2024 for Roadway & Maintenance Construction Continuing Services;

WHEREAS, four (4) bidders responded, and Stage Door II, Inc. was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services; and

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 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. This Agreement shall be referred to throughout the Contract Documents as the "Agreement."

   B. Services.

      (1) The term "Work" or "Services" as used in this Agreement shall be construed to include the totality of the obligations imposed upon the Contractor by this Paragraph and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed under this Agreement and where any Task Work Orders have been issued pursuant to Section 3.

      (2) 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.

   C. General Conditions. The capitalized terms used herein may have the meanings set forth in the General Conditions for Construction (herein referred to as the "General Conditions"). References herein referring to numbered articles and paragraphs in the General Conditions shall be specified as such, however, references to Sections refer to those in this Agreement.

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 Exhibit A – Scope of Work and the Exhibits outlined in the Section 23 - Contract Documents.

3. **CONTRACT TIME.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Effective Date and Term. This Agreement shall become effective, and commence on **May 22, 2024** and continue in effect for a term of **THREE (3) YEARS**, through and including **May 21, 2027**.

B. Project Quotes. Once a project has been identified, the Owner will request a quote. The Contractor shall provide a detailed quote utilizing the pricing outlined in **Exhibit B – Unit Price Schedule**. The Contractor shall provide associated quantities with each line item. The detailed quote shall be submitted to the Owner within five (5) calendar days after initial written request, unless work has been identified by the District as an emergency situation.

C. Task Work Orders on Individual Projects.

(1) *Regular Projects (non-emergency):* Contractor shall not commence work until a Task Work Order is executed and provided by the Owner.

(2) *Emergency Projects:* If the Owner has identified the work as an emergency situation, written authorization from the Owner's Representative in the form of an email or text may be used as authorization to proceed.

(3) Contractor shall complete assigned projects within the time limits specified in the Task Work Order and substantial completion and final completion dates shall be strictly enforced by Owner. At no time will Contractor be allowed to lag behind. Contractor shall be expected to accurately track Contract Time and progress for each assigned project. Task Work Orders for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.

D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of Owner. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the Owner's Representative, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by Owner.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by Owner, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude Owner's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by Owner for the procurement of additional professional services.

4. **CONTRACT SUM**. Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, a maximum limiting amount not to exceed **THREE MILLION AND ZERO ONE-HUNDREDTHS DOLLARS ($3,000,000.00)** (herein referred to as the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:

A. Applications for Payment. 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. A progress report and updated project schedule must be submitted with each monthly Application for Payment indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event a project is suspended or abandoned.

B. Monthly Progress Payments. The compensation amount under this section shall be paid by Owner, monthly, based upon a percentage of completion of the work as invoiced by Contractor and

approved by Owner. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws. Prior to payment, the Owner's Representative shall review and approve the Contractor's Application for Payment, pursuant to Article 9 of the General Conditions. However, the Owner shall have no obligation to make payment if it has withheld approval 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. Owner's Representative approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in section 218.735, Florida Statutes.

C. Final Payments. Final payment for each individual project shall be paid to the Contractor after completion of those items set forth in the Punch List and after Owner approval of the final Application for Payment for said project.

D. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869
All invoices shall be sent to ap@oversightdistrict.org

E. Contractor shall be compensated for any Additional Services based upon the Unit Price Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs a, 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.

F. Owner retains the right to reduce any portion of Contractor's Services at any time.

5. **LIQUIDATED DAMAGES.** As specified in Task Work Orders.

6. **CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

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

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

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

(3) 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

(4) 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.

B. 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.

C. WARRANTY. Contractor shall guarantee that the Work shall be free from any defects in workmanship for a period of not less than **ONE-YEAR** from the date of Final Completion for each individual project. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE-YEAR** from the date of Final Completion for each individual project; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the Owner's Representative before final payment will be authorized for that project.

7. **INSURANCE; INDEMNIFICATION.**

A. The Contractor shall at its expense procure and maintain during the life of this Agreement 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:

(1) 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;

(2) 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;

(3) Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of $1,000,000 per occurrence;

(4) Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by (1), (2), and (3) above in an amount of at least $1,000,000 per occurrence;

(5) 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.

(6) If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least $4 million.

(7) 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.

(8) 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 Section 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 Section 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 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.

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.

8. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the District to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

9. **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.

10. **TERMINATION.** Termination of the Agreement 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 Agreement 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.

11. **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:	STAGE DOOR II, INC. 3050 Dee Street Apopka, Florida 32703 Attention: Travis Pendleton

   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.

12. **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.

13. **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.

14. **THE OWNER'S REPRESENTATIVE.**

A. The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Juan Curi** whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

B. 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.

15. **ARCHITECT/ENGINEER.** Contractor shall refer to Plans provided with each individual project, if any.

16. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. 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.

C. 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.

D. 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.

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.

17. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

    A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

    B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

18. **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.

19. **E-VERIFY COMPLIANCE.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

20. **SCRUTINIZED COMPANIES.** 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.

    A. 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.

B. Additionally, if this Agreement is for an amount of $1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:
   (1) On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473 Florida Statutes; and/or
   (2) Engaged in business operations in Cuba or Syria.

C. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:
   (1) Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
   (2) Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for good or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

D. If this Agreement is terminated by the Owner as provided in paragraph c above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies descried in Section 287.135, Florida Statutes.

E. 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.

F. Unless explicitly stated 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.

21. **PUBLIC CONSTRUCTION BOND.** Performance and Payment bonds will be required for any single work authorization over $200,000, and will be paid as a separate line item. In such case, the Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 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 Statues, who furnish labor, services, or materials for the completion of the work provided herein.

22. **PROJECT SPECIFICATIONS**. All work shall be in accordance with all applicable federal, state and local codes and regulations, including but not limited to the following specifications and documents, which are incorporated by reference:

A. **Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (MOST RECENT)** available at:
https://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm

B. **Florida Department of Transportation ("FDOT") Design Manual (MOST RECENT)** available at:
https://www.fdot.gov/roadway/fdm/default.shtm

C. **Florida Department of Transportation ("FDOT") Standard Plans for Road Construction (MOST RECENT) available at:**
https://www.fdot.gov/design/standardplans/2024/24.shtm

D. **Manual of Uniform Traffic Control Devices ("MUTCD") (MOST RECENT)** available at:
https://mutcd.fhwa.dot.gov/index.htm

E. **Epcot Building Codes (MOST RECENT)** available at:
https://www.oversightdistrict.org/doing-business/utilities/

F. **Central Florida Tourism Oversight District ("CFTOD") Land Development Regulations (MOST RECENT)** available at:

https://www.oversightdistrict.org/doing-business/planning-development/2023-comp-plan/

G. The following specifications are herein incorporated by reference and are available upon request to Owner's Representative:

- Central Florida Tourism Oversight District ("CFTOD") Utility Department a/k/a Reedy Creek Energy Services ("RCES") Electrical Construction Specifications (LATEST EDITION)
- Central Florida Tourism Oversight District ("CFTOD") Utility Specifications and Construction Standards (LATEST EDITION)

In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

23. **CONTRACT DOCUMENTS.**

A. The Contract Documents, which comprise the entire understanding between the Owner and Contractor, shall only include (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) those documents identified in the Project Specifications section of this Agreement. Each Exhibit is incorporated herein by reference for all purposes.

Exhibit A: Scope of Work (A-1 through A-8)
Exhibit B: Unit Price Schedule (B-1 through B-6)
Exhibit C: Special Contract Conditions (C-1 through C-15)
Exhibit D: General Conditions for Construction (D-1 through D-26)
Exhibit E: Bond Documents and Sample Forms (E-1 through E-12)
Exhibit F: Dewatering Permit (F-1 through F-4)
Exhibit G: CFTOD Erosion Control Requirements (G-1 through G-2)

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.

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

OWNER	CONTRACTOR
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	**STAGE DOOR II, INC.**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: Board Vice Chairman	Title: _____
Date: May 22, 2024	Date: _____

Exhibit A
SCOPE OF WORK
Contract No. C006524

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to perform the following roadway and maintenance continuing construction services:

SECTION 1. SCOPE OF SERVICES OVERVIEW

1.1 The Central Florida Tourism Oversight District (herein after "District", "Owner" and "CFTOD") is a Special Taxing District that serves as a local government entity. The District is responsible for its public infrastructure including, but not limited to roads, bridges, and water control system.

As part of maintaining the infrastructure, the District is utilizing the Contractor to provide general construction repair and maintenance services throughout the District. In addition, this Agreement shall serve to provide the District with emergency response for minor repairs.

The specific scope of work shall be set forth in individual Task Work Orders issued by the Owner. The Contractor shall submit to the Owner's Representative a proposal in response to any such request using the rates outlined in **Exhibit B – Unit Price Schedule**.

1.2 The Contractor shall furnish all materials, tools, equipment, labor, permits, license, transportation, and services and shall perform all other acts and supply all other things necessary to fully and properly complete the Work. Contractor to provide individual project quotes within five (5) days after receiving individual site specific scope, unless otherwise approved by the District. Contractor shall not commence work until an executed Task Work Order has been issued by the District.

1.3 Contractor shall have a four-wheel drive vehicle capable of traveling along unpaved areas and canal levees, with potential conditions such as minor depressions, potholes, puddles, various states of mowing, etc.

1.4 The District shall not provide a storage facility/laydown area on property for this Agreement. However, if there are specific projects/repairs authorized under this Agreement, site specific areas may be identified for the Contractor to use as temporary parking/laydown. At no times shall equipment, materials or supplies be stored in wetlands or wooded areas adjacent to any work area. Contractor shall promptly repair and/or replace any damage caused by its operation and properly dispose of all debris as directed by the District. The Contractor shall be responsible for security of its stored materials and equipment. Facilities will not be provided as part of this Agreement including restrooms, therefore, Contractor shall be responsible for using public facilities as available throughout property, if necessary.

1.5 Contractor shall comply with **SECTION 5. WORKER CONDUCT & CLOTHING REQUIREMENTS** and shall ensure all staff, subcontractors, vendors, etc. working under this Agreement shall act in a professional manner.

SECTION 2. SERVICES

2.1 The District may seek assistance for a variety of services from the Contractor. Typical items of work may include, but are not limited to: installation and repair of guardrail, installation and repair of storm sewer pipe, installation and repair of ditch bottom inlets, installation of curb inlets, repair of existing inlet tops, re-grade roadside ditches, hauling and disposal of excess materials, grading, stabilization, base material, compaction, asphalt, sodding, miscellaneous asphalt pavement, concrete curbs and sidewalks, mitered end sections and other pipe end treatments, concrete work, installation of riprap, installation of fencing, installation of striping and pavement markings, and all other items of work required by the District. The purpose of this Agreement is to have the Contractor available to perform work on an as needed basis.

2.2 All workmanship, equipment, material and articles incorporated in the work covered by this Agreement shall be the best grade of their respective kind and for their purpose, unless specially directed otherwise by the District.

2.3 The Contractor shall provide all labor, vehicles, equipment, apparatus, materials, and tools necessary to accomplish all work associated with the following tasks:

1. Contractor shall act in the best interest of the District.
2. Contractor shall protect its work and all adjacent areas from damage caused by its operation.
3. Contractor shall promptly repair and/or replace any damage caused by its operation and dispose of all debris as directed by the District.
4. Contractor to procure and pay for any and all permits required to complete work.
5. Contractor to field verify all dimensions and conditions prior to working.
6. Contractor shall submit all necessary documents including, but not limited to shop drawing(s), mix design(s), permit(s), Temporary Traffic Control ("TTC") plans, utility ticket(s), and all other information necessary prior to commencing construction. Failure to do so may result in the District's rejection of unapproved work and denial of payment for said materials and work.
7. Contractor shall coordinate with all sub-contractors, District staff, and District's Utility staff as necessary for a successful project.
8. Contractor shall submit a schedule. The Contractor will communicate with the District staff on a daily basis while a project(s) are on-going to provide an update as to the project's progress and activities planned for the day.
9. All work and materials shall be in accordance with the latest District Specifications and Standards, latest Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction, and/or FDOT Design Standards as specified in the Unit Price Schedule.
10. The Contractor shall be responsible for all mobilization/demobilization, clearing and grubbing, disposal of materials, other incidental items and costs to successfully complete the work. Such costs shall be considered as having been included in the price stipulated for several items of work to be done under this contract. No additional time or special compensation shall be made to the Contractor to defray costs of any of the work or delays for complying with the requirements of the above.
11. The cost of all equipment, materials, overhead and labor for temporary or permanent facilities necessary to construct the improvements shall be deemed to be included in the various items making up the Contract Price. No separate payment shall be made to the Contractor for any such equipment, materials and labor for which a separate pay item has not been provided.
12. Unless provided at the time a quote is requested, plans/drawings may not be provided for work to be performed under this contract.
13. The District's Construction Engineering Inspection ("CEI") team will as deemed necessary perform inspection and testing as per the appropriate District and/or FDOT Standards and Specifications. Work resulting in a failing test shall be removed, re-installed and retested until a passing test result is achieved. The Contractor shall bear the sole cost for removal and re-installation.
14. The Contractor is responsible for ensuring all work, including any work performed by any third parties, is performed in compliance with best industry practices and in accordance with the project scope.
15. The Contractor shall be responsible for layout/survey of all work. No additional compensation will be made to defray such costs.
16. The Contractor shall, at all times, maintain and provide competent, suitable, qualified crews and provide qualified sub-contractors to perform the work as required. The Contractor shall maintain

good discipline and order at the work site. Contractor shall provide a staffing plan including key staff that are to work on the District's projects. The Contractor shall assign one project manager as the point of contact for District projects. Contractor shall notify the District in writing of any changes to the staffing plan.

17. At any time during the Agreement, the Contractor shall have adequate resources to work on multiple District projects at the same time. The multiple concurrent project capability is considered a requirement for this contract award. Should concurrent projects be issued, it is the responsibility of the Contractor to notify the District in writing within three (3) calendar days of request if they have maximized their resources and the volume of work is beyond their operational capacity. Failure to advise the District of this situation and/or subsequent failing to meet work completion schedules may lead to contract termination.

18. In cases when the District mandates that the Contractor only perform work starting after 6:00 P M (night work), during an observed District holiday, or on the weekend the Contractor will be compensated with an after-hours fee. This after-hours fee will be an additional $1,500 or 10% markup of the line item prices, whichever is greater.

19. This contract's normal work hours will be between 7:00 AM and 5:00 PM Monday through Friday, exclusive of District holidays, unless directed otherwise by the District. The Contractor shall request approval from at least the District seventy-two (72) hours in advance for work outside of the normal work hours.

20. The Contractor shall provide traffic control plans for the work area as required. The Contractor shall furnish, erect and maintain sufficient warning devices, signs, flagmen, barricades, etc. to give the public adequate warning of the Contractor's activity, whenever necessary to be in compliance with the most recent version of the Manual of Uniform Traffic Control Devices and FDOT Standard Plans 102-600 Standard Series Index. The traffic control plans shall conform to FDOT's most current editions and shall be submitted to the District for review and approval prior to commencement of work. All temporary traffic control plans are to be reviewed and approved by the District prior to any work. Improper or unsafe activities will result in all work being shut down.

    The Contractor and District staff may meet on-site, if necessary, prior to the Contractor providing the project's cost proposal/quote to discuss the complexity of the required traffic control plans. In rare circumstances, the District may require traffic control plans to be developed and signed and sealed by a Professional Engineer registered in the State of Florida. The District will specify at the time the quote is requested, that a signed and sealed traffic control plan shall be required. For the purposes of this Agreement the traffic control plans have been divided as follows:

21. TTC (low). The intent of this TTC are for projects that may involve sidewalk closures, shoulder closures and flagging operations.

22. TTC (medium). The intent of this TTC are for projects that may involve single lane closures, work within an intersection and 5 minute or less road closures.

23. TTC (high). The intent of this TTC are for projects that may involve mobile single and multi-lane closures, diversions and shared turn lane closures.

24. Any proposed lane closures shall require the District's review and approval a minimum of fourteen (14) calendar days prior to the intended closure dates. Lane closures may be restricted to nights and/or off-peak hours unless otherwise approved by the District.

25. Contractor is responsible for hauling and/or paying to properly dispose of any debris offsite. All haul routes shall be submitted for approval. Contractor shall note that Hotel Plaza Boulevard cannot be used as a haul route.

26. Should the specific project require dewatering activities, the Contractor shall coordinate with the District's Compliance Section within the Planning & Engineering Department to obtain the required permit(s). The District's Specifications for Dewatering shall be followed. The cost of dewatering shall be included with that specific line item unit price. The dewatering cost shall be considered as having been included in the price stipulated for that specific item of work to be done under this contract. No additional time or special compensation shall be made to the Contractor to defray costs of any of the work or delays for complying with the requirements of dewatering. When dewatering is required, all discharges must meet State Water Quality Standards.
27. Any time request for work is over $200,000 a recorded Public Construction Bond in conformance with Florida Statute 255.05 will be required, and paid as a separate line item.
28. At the direction of the District in very rare circumstances the Contractor may be required to prepare and submit an erosion control plan to the District for approval. The plan must include, at a minimum, installing two layers of silt fencing around all areas disturbed by the construction and inlet protection within the drainage area. Upon approval, all measures approved in the plan must be in place and inspected by the District's Compliance Section prior to commencement of construction. All erosion control measures shall be maintained during the entire duration of the project. Contractor is responsible for abiding by all federal, state and local regulations, including turbidity control and all discharges must meet State Water Quality Standards.
29. When working in or around or adjacent to an active waterway, the Contractor shall (at a minimum) install two (2) rows of full depth floating turbidity barriers downstream of the construction project. Contractor shall contact the District's Compliance Section for inspection prior to commencement of construction.
30. The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees, and shrubs within the grading limits/project area. After completion of the work, the Contractor shall restore to original or better condition all damaged shrubbery or grass areas. In addition, upon completion of the project, clean up any construction debris on the site and restore it to its original or better condition. Replace any and all items (e.g. fencing, sidewalks, irrigation, etc.) that were removed or damaged during the construction process to applicable standards.
31. The Contractor acknowledges complete understanding of the contractual requirements and associated documents. Furthermore, the Contractor understands that the Agreement is a term contract where no specific projects have been identified. The Contractor further acknowledges to the following:
    - The work sites for work to be performed under this Agreement may be anywhere within the District's jurisdiction.
    - The Contractor's unit prices provided include all labor, materials, equipment, manpower, mobilization/demobilization, overhead, profit, and all other resources.
    - Each specific project under this Agreement shall be issued to the Contractor via a Task Work Order to the term contract.
32. Once a project has been identified, the District will request a quote. The Contractor shall provide a detailed quote utilizing the pricing in Exhibit B - Unit Price Schedule. The Contractor shall provide associated quantities with each line item. The detailed quote shall be submitted to the District within five (5) calendar days after initial written request, unless work has been identified by the District as an emergency situation.
33. Under non-emergency situations, no work shall begin until an executed Task Work Order has been provided by the Owner. In the case that the District has identified the work as an emergency situation, written authorization from the Owner's Representative in the form of an email or text may be used as authorization to proceed.

34. The required Substantial Completion and Final Completion dates will vary with each individual project and will be determined before the Task Work Order is issued by the District.

35. Contractor shall not commence work until all materials needed for that specific project are available.

36. Prior to commencement of any work, Contractor shall apply for a Locate Permit using the 811 System. Contractor shall coordinate with all impacted Utility Companies including CFTOD Utility Department to have all utilities within the work area located/flagged. Please note that the list below may not be all-inclusive. It is the Contractor's responsibility to make contact with all potentially impacted utility companies:

    - CFTOD Utility Department
      Before Dig: 811
      Utility Emergency (24/7): 407-824-4185
      General: Randy Sims 407-824-4842
      Water/Sewer: Randy Sims 407-824-4842
      Electricity: Jerry Murphy 407-824-4194
      Natural Gas: Brian Taggart 407-824-7135
    - CFTOD Facilities Management
      Irrigation, landscape & low voltage electric
      Troy Ingle 407-934-1131
    - CFTOD Planning & Engineering; Traffic signals & CFTOD communication
      Steven "Max" Elliott 407-828-5227
    - Walt Disney World Communications
      Scott Buchanan 407-566-5048
    - TECO Peoples Gas
      Diane L. Foss 407-420-6607
    - Smart City Telecommunications
      Dave Cawley 407-828-6648

37. Contractor shall contact CFTOD Facilities Management for secondary utility locates or the required secondary utility locate company for (e.g. communications, low voltage electric, etc.) secondary locates for those specific utilities.

38. The Contractor shall be solely responsible for all coordination with utilities. The Contractor shall cooperate fully with utility companies in the relocation of their facilities, if required. The Contractor shall not use utility delays as a basis for additional compensation.

39. Prior to commencement of any work, Contractor shall submit for review and approval, all specifications/product data sheets/shop drawings/mix designs for all materials intended to be used on the project.

40. Any potable water required for the project shall be coordinated between the Contractor, the District and the CFTOD Utilities Department at no additional cost to the District. Please note this coordination could take several weeks or months to finalize.

41. All work shall be in accordance with all applicable federal, state and local codes and regulations, including but not limited to the Epcot Building Code, latest edition; and the latest edition of CFTOD Utility Department a/k/a Reedy Creek Energy Services ("RCES") Electrical Construction Specifications; and the latest edition of the CFTOD Utility Specifications and Construction Standards; and the latest edition of the FDOT Standard Plans and Specifications for Road and Bridge

Construction; and the latest edition of the Manual on Uniform Traffic Control Devices; and the latest edition of the CFTOD Land Development Regulations.

42. **Asphalt:** The intent of the asphalt line items in this Agreement is to perform minor asphalt patching as a secondary work item. The intent is NOT for the Contractor to mill and resurface a significant distance of the District's roadways. A rare example of a "large" asphalt patch, may be to patch/pave approximately 50-100 feet of roadway due to the need to open cut the road to replace a damaged pipe.

43. **Asphalt (SP-12.5) (pothole repair):** The intent of the asphalt (pothole repair) line item is to patch potholes within the District. The Contractor shall perform all required work including but not limited to saw cut, clean, place base material (if needed) and compact, place asphalt and compact, and ensure that the joints are flush with existing area pavement.

44. **A-3 Clean Fill Dirt Material (incl. placement, grading, compaction, etc.):** The A-3 (clean) fill dirt material shall be free of vegetation, deleterious material, rock, concrete, metal, wood, plastic, paper, garbage, gravel, trash, etc. The Contractor may be required to provide information/testing regarding the source and soil classification. The District may inspect the source of the supply prior to delivery. Muck, sand, peat and clay shall not be accepted as fill dirt. Loads that contain undesirable material shall not be accepted and removal of the material shall be the responsibility of the Contractor at no cost to the District.

45. **Concrete - Short Load Fee (<7 CY):** This line item is strictly for concrete loads under seven (7) cubic yards (CY). A short load fee/charge may be applied for concrete loads less than 7 CY. The Contractor shall provide proof of loads less than 7 CY.

46. **Guardrail:** When installing guardrail or repairing guardrail the Contractor shall provide a signed and notarized guardrail certification. The guardrail certification is to ensure that the installation and materials used and construction practices meet all applicable standards and requirements. The District will not make final payment until an acceptable certification has been submitted.

47. **MOBILIZATION:**

- **Temporary Traffic Control ("TTC")/Maintenance of Traffic ("MOT"):** The unit pricing for TTC/MOT shall include all associated mobilization and demobilization pricing. TTC/MOT shall be able to be a stand-alone item, if requested by the District. The Line Items have maintenance of traffic divided by three categories (defined within the Scope) and priced by Day. District agrees temporary pavement is not included under TTC/MOT classifications. This is intentional, as it has not been needed under previous Contracts for the type of maintenance and small construction project work authorized under this Agreement.
- **Mobilization/Demobilization (Pothole Repair, excluding TTC/MOT):** Contractor's lump sum price includes all mobilization/demobilization including, but not limited to, activation of equipment and crews, any QC/testing and Supervision as may be required.
- **Mobilization/Demobilization (Guardrail Repair/Replacement, excluding TTC/MOT):** Contractor's lump sum price includes all mobilization/demobilization including, but not limited to, activation of equipment and crews, any QC/testing and Supervision as may be required.
- **Mobilization/Demobilization (Miscellaneous, excluding TTC/MOT):** Contractor's mobilization/ demobilization rate of 10% includes, but is not limited to, activation of equipment and crews, any QC/testing and Supervision as may be required. Contractor shall note that mobilization may not always be warranted and will be solely based on the requirements of the work authorization and subject to final District approval.

48. **Clearing & Grubbing:** This line item is intended to address any less common non-structural demolition/removal that is not specifically already called out within the Unit Price Schedule. This may include but is not limited to items such as, hedge/vegetation and/or tree removal, as specified in a specific work authorization. This line item shall not be used for incidental work associated with any other line items and shall be used at the direction of the District.
49. **Dewatering (Wellpoints):** This line item shall only be used when required and will be subject to permit approval.
50. **Survey:** This line item shall only be used with approval of the District if warranted in a work authorization.
51. **Temp. Impact Attenuators:** This line item includes all items necessary to install a temp. impact attenuator with that item. The design speed of the road will vary depending on the road the temp. impact attenuator is being placed on.
52. **Inlet, Adjust:** The intent of this line item is to adjust an existing inlet. Typical scope would be in line with the FDOT scope for this pay item.
53. **Grate for Existing Drainage Structure, Furnish & Install (Type C Inlet):** This item is traffic bearing. The intent of this line item is provide the District with a grate for an existing inlet structure. If there are multiple grates, each grate requested will be paid individually.
54. **Rip Rap:** This does not include the cost of a cofferdam if required.
55. **Fencing:** All posts are encased in concrete. Fencing locations will vary. If fence will be installed/replaced in a paved or other developed area, other pay items may be used in conjunction to reflect any sawcutting/clearing, etc. needed to install fence.

SECTION 3. EMERGENCY RESPONSE WORK

3.1 This agreement includes emergency response as needed to support the District in responding to items that may threaten the functionality of the District's infrastructure and/or the safety and welfare of the public. The Contractor shall have the ability to self-perform the majority of all emergency work issued by the District.

3.2 As part of this agreement, the Contractor shall provide the District a Primary Contact with a twenty-four hour (24-hour) attended telephone number for the District to call to request emergency response service. The Contractor shall provide same day response for any emergency request twenty-four (24) hours per day, seven (7) days a week, including holidays. If the Primary Contact will be unavailable, they shall let District staff know in advance and shall provide an alternate contact for the duration they are unavailable to maintain emergency coverage.

3.3 When an item is deemed an emergency by the District (only the District can deem a project an "emergency"), the Contractor shall mobilize and be on the site and take control of the site within a maximum of five (5) hours of the District's initial notification, unless approved otherwise by the District. The notification may be verbal, email, text, or other form of communication. An emergency situation may occur at any time, weekday, weekend, holiday, day or night. All verbal authorizations will be followed in writing within twenty-four (24) hours.

3.4 In cases when the District deems an item an emergency, the Contractor may add an emergency fee to the base price. The emergency fee will be $1,500 or 15% markup of the line item prices, whichever is greater.

3.5 Emergency response is typically to stabilize or repair minor damage to infrastructures (primarily roadway components), restore function to infrastructure, or address an imminent threat regarding

infrastructure operation or public safety. This contract is not intended for large scale infrastructure failures, new construction projects or major rehabilitation projects.

SECTION 4. STORM PREPARATION & RESPONSE

4.1 When a named storm has formed (or weather event threat is identified) and it is likely that there will be impacts to the District, and the surrounding area it is crucial to the District's operations and the safety and welfare of the public to provide disaster response as quickly and efficiently as possible.

4.2 The Contractor shall guarantee a dedicated priority response to the District. Prior to the storm, a list of contacts for standby personnel are to be shared with the District. When safe to travel, the Contractor shall respond where directed by the District and make the restoration and repairs required of District staff.

SECTION 5. WORKER CONDUCT & CLOTHING REQUIREMENTS

5.1 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.

5.2 The Contractor shall enforce strict discipline and good order among employees and other workers related to the performance of the Work. Under no circumstances will behavior offensive to building occupants or the general public be tolerated, and Contractor shall immediately remove and further ban from the job site any persons failing to comply with this standard.

5.3 The Contractor shall ensure its personnel are properly dressed with O.S.H.A. approved clothing and safety gear, including but not limited to, hard hats, work shoes, shirts and long pants, as appropriate for the performance of the Work. Shorts, sleeveless shirts (tank tops) or clothing bearing offensive marks or wording are not permitted to be worn on the job site. The District or the Owner's Representative shall solely determine whether any such clothing is or is not permissible.

SECTION 6. ADDENDA CLARIFICATIONS

6.1 The Contractor shall be responsible for the quality assurance and quality control ("QA/QC") of their own work. However, the District may provide Construction, Engineering and Inspection ("CEI") to further inspect the project to ensure it is being completed per the plans, applicable standards, specifications, etc. If the District provides a CEI it will be at the District's expense.

6.2 The District anticipates the following permit requirements: Dewatering permits, NPDES, generic permits, and utility locate permits. On rare occasion, there could be FDOT connection permits, FDOT haul permits, FDOT right of way ("ROW") permit, and local municipality permits that could be required.

6.3 The pay items in **Exhibit B** are based on typical FDOT pay items that have been customized if needed to provide clarity regarding District need (i.e. pipe material called out instead of optional material, etc.). The only difference is as indicated when the Contractor rates are loaded, assuming it can be a standalone pay item with mobilization.

6.4 There is no cost for the District's erosion control plans review/permitting.

End of Exhibit A

Exhibit B
UNIT PRICE SCHEDULE
Contract No. C006524

In accordance with Article 12 of the General Conditions for Construction, the following Unit Price Schedule may be used for the Contract Work (individual projects) as the Owner may direct.

SECTION 1. UNIT RATES

The unit rates shall be used to price specific work under individual work authorizations. The rates set forth herein are inclusive of all Contractor's overhead, profit and cost of all employee burdens, benefits, insurance and Worker's Compensation coverage associated with the labor required to complete each item. In addition, all mobilization, demobilization, material procurement, delivery, equipment, operators, fuel, equipment storage, equipment maintenance, etc. as required for each item. Rates are for routine operations (work that the Contractor has been given at least five business days' notice and shall be performed within the hours of 7:00 AM to 5:00 PM weekdays, excluding holidays). For all non-routine operations, refer to Scope of Work for additional percentage allowed to be applied to the below rates. Each item should be priced to be able to stand as an individual line item. For contractors reference a typical work authorization will consist of as few as one to five unit items of relatively small quantities to reflect maintenance needs at a single location throughout property. A day will be considered an 8-hour work shift.

SECTION 2. LABOR RATES

The hourly wage rates shall be utilized for the purpose of calculating the total cost of labor pursuant thereto for any time and material work authorizations. All hourly wage rates set forth herein are inclusive of the Contractor's overhead, profit and cost of all employee burdens, benefits, insurance and Worker's Compensation coverage. The Contractor shall provide, if so required by Owner, as supporting data, evidence of the direct cost of labor, Contractor's overhead, profit, and each category of employee burden, benefit and related cost. Hours are for routine operations (work that the Contractor has been given at least five business days' notice and shall be performed within the hours of 7:00 AM to 5:00 PM weekdays, excluding holidays). For all non-routine operations, refer to Scope of Work for additional percentage allowed to be applied to the below hourly rates.

SECTION 3. EQUIPMENT RATES

The following Contractor-owned equipment rates shall be utilized for the purpose of calculating the total cost of equipment owned and utilized by the Contractor pursuant thereto for any time and material work authorizations. All Contractor-owned equipment rates set forth herein are all-inclusive of the Contractor's cost to store, maintain, fuel and (with exception of the labor required to operate the equipment) all incidental costs associated with the operation and maintenance thereof. All rates set forth herein are inclusive of markup for Contractor's profit. If any equipment requires a multiday commitment, please price the per day rate to include the multiple day(s) mobilization/demobilization required for a single day of use.

Item	Description	UOM	Unit Price
1	Pothole Repair Mobilization/Demobilization	LS	$1,000.00
2	Guardrail Repair/Replacement Mobilization/Demobilization	LS	$3,000.00
3	All other tasks Mobilization/Demobilization (% of proposal cost)	%	10%
4	Temporary Traffic Control (Low)	Per Day	$1,800.00
5	Temporary Traffic Control (Medium)	Per Day	$2,250.00
6	Temporary Traffic Control (High)	Per Day	$3,000.00
7	Concrete Barrier Wall (temporary) (F&I)	LF-Per D	$140.00
8	Concrete Barrier Wall (Type K) (temporary) (F&I)	LF-Per D	$140.00
9	Concrete Barrier Wall (Low Profile) (temporary) (F&I)	LF-Per D	$140.00
10	Impact Attenuators (temporary) (F&I)	EA-Per D	$3,200.00
11	Traffic Officer	HR	$125.00
12	Design of a Maintenance of Traffic Plan Signed and Sealed by Florida Professional Engineer	HR	$650.00
13	Prevention, Control & Abatement of Erosion & Water Pollution - Silt Fence	LF	$13.00

Exhibit B
UNIT PRICE SCHEDULE
Contract No. C006524

Item	Description	UOM	Unit Price
14	Prevention, Control & Abatement of Erosion & Water Pollution - Floating Turbidity Barrier	LF	$65.00
15	Prevention, Control & Abatement of Erosion & Water Pollution - Staked Turbidity Barrier	LF	$65.00
16	FODS Mat - Construction Entrance	EA	$2,500.00
17	Inlet Protection System	EA	$500.00
18	Design of Erosion Control & Turbidity Control Plan (incl. permitting)	HR	$200.00
19	Design of Dewatering (incl. permitting)	HR	$250.00
20	Concrete coring (up to 8")	EA	$500.00
21	A-3 Clean Fill Dirt Material (incl. placement, grading, compaction, etc.)	CY	$100.00
22	Excavation (incl. hauling , disposal, etc.) >5'	CY	$125.00
23	Flowable Fill (non-excavatable)	CY	$250.00
24	Stabilization Type B (12" depth) (Min LBR 40)	SY	$65.00
25	Limerock Base 6"	SY	$60.00
26	Limerock Base 8"	SY	$80.00
27	Limerock Base 10"	SY	$110.00
28	Superpave Asphalt (SP-12.5) (1.5")	TN	$400.00
29	Superpave Asphalt (SP-12.5) (3")	TN	$400.00
30	Asphalt (SP-12.5) (pothole repair)	TN	$900.00
31	Miscellaneous Asphalt Pavement (2" thick minimum)	TN	$450.00
32	Concrete Class I (incl. reinforcing steel)	CY	$1,500.00
33	Concrete Class II (incl. reinforcing steel)	CY	$1,700.00
34	Concrete Class NS	CY	$1,400.00
35	Inlets, Curb Type 1 (up to 10' depth)	EA	$12,000.00
36	Inlets, Curb Type 2 (up to 10' depth)	EA	$12,000.00
37	Inlets, Curb Type 3 (up to 10' depth)	EA	$12,000.00
38	Inlets, Curb Type 4 (up to 10' depth)	EA	$12,000.00
39	Inlets, Curb Type 5 (up to 10' depth)	EA	$12,000.00
40	Inlet, Curb Type 6 (up to 10' depth)	EA	$12,000.00
41	Inlet, Curb Type 1 (J Bottom) (up to 10' depth) (ID<6')	EA	$14,000.00
42	Inlet, Curb Type 2 (J Bottom) (up to 10' depth) (ID<6')	EA	$14,000.00
43	Inlet, Curb Type 3 (J Bottom) (up to 10' depth) (ID<6')	EA	$14,000.00
44	Inlet, Curb Type 4 (J Bottom) (up to 10' depth) (ID<6')	EA	$14,000.00
45	Inlet, Curb Type 6 (J Bottom) (up to 10' depth) (ID<6')	EA	$14,000.00
46	Remove & Replace Curb Inlet Top, Type 1 (partial inlet) (incl ring & cover) (incl steel)	EA	$4,000.00
47	Remove & Replace Curb Inlet Top, Type 2 (partial inlet) (incl ring & cover) (incl steel)	EA	$4,000.00
48	Remove & Replace Curb Inlet Top, Type 3 (partial inlet) (incl ring & cover) (incl steel)	EA	$4,000.00
49	Remove & Replace Curb Inlet Top, Type 4 (partial inlet) (incl ring & cover) (incl steel)	EA	$4,000.00
50	Remove & Replace Curb Inlet Top, Type 5 (partial inlet) (incl ring & cover) (incl steel)	EA	$4,000.00
51	Remove & Replace Curb Inlet Top, Type 6 (partial inlet) (incl ring & cover) (incl steel)	EA	$4,000.00
52	Remove & Replace Curb Inlet Throat, Type 1 (incl steel)	EA	$2,500.00
53	Remove & Replace Curb Inlet Throat, Type 2 (incl steel)	EA	$2,500.00
54	Remove & Replace Curb Inlet Throat, Type 3 (incl steel)	EA	$2,500.00
55	Remove & Replace Curb Inlet Throat, Type 4 (incl steel)	EA	$2,500.00
56	Remove & Replace Curb Inlet Throat, Type 5 (incl steel)	EA	$2,500.00
57	Remove & Replace Curb Inlet Throat, Type 6 (incl steel)	EA	$2,500.00
58	Inlets, Ditch Bottom Type C (up to 10' depth)	EA	$4,500.00
59	Inlets, Ditch Bottom Type D (up to 10' depth)	EA	$7,050.00
60	Inlets, Ditch Bottom Type E (up to 10' depth)	EA	$7,500.00
61	Inlets, Ditch Bottom Type H (up to 10' depth)	EA	$9,500.00

Exhibit B
UNIT PRICE SCHEDULE
Contract No. C006524

Item	Description	UOM	Unit Price
62	Inlets, Ditch Bottom Type C (J Bottom) (up to 10' depth) (ID<6')	EA	$6,500.00
63	Inlets, Ditch Bottom Type C (J Bottom) (up to 10' depth) (ID<8')	EA	$8,000.00
64	Inlets, Ditch Bottom Type C (J Bottom) (up to 10' depth) (ID<10')	EA	$9,000.00
65	Inlets, Ditch Bottom Type D (J Bottom) (up to 10' depth) (ID<6')	EA	$7,500.00
66	Inlets, Ditch Bottom Type D (J Bottom) (up to 10' depth) (ID<8')	EA	$8,500.00
67	Inlets, Ditch Bottom Type D (J Bottom) (up to 10' depth) (ID<10')	EA	$9,500.00
68	Manhole, Type 7 (up to 10' depth)	EA	$7,500.00
69	Manhole, Type 8 (up to 10' depth)	EA	$7,500.00
70	Manhole, Adjust	EA	$3,000.00
71	Manhole, Type 7 (J Bottom) (up to 10' depth) (ID<6')	EA	$9,500.00
72	Manhole, Type 7 (J Bottom) (up to 10' depth) (ID<8')	EA	$10,500.00
73	Manhole, Type 8 (J Bottom) (up to 10' depth) (ID<6')	EA	$9,500.00
74	Manhole, Type 8 (J Bottom) (up to 10' depth) (ID<8')	EA	$10,500.00
75	Remove & Replace Manhole Top (partial) (incl ring & cover) (incl steel)	EA	$3,500.00
76	Inlets, Gutter, Type V (up to 10' depth)	EA	$8,000.00
77	Inlets, Closed Flume	EA	$6,000.00
78	Inlet, Adjust	EA	$3,500.00
79	Valve Box, Adjust	EA	$900.00
80	Grate for Existing Drainage Structure, Furnish & Install (Type C Inlet)	EA	$1,500.00
81	Manhole, Ring, Furnish & Install	EA	$1,500.00
82	Manhole Cover/Lid, Furnish & Install	EA	$800.00
83	Concrete Pipe Culvert RCP (CL III) (Round 18") (up to 10' depth)	LF	$110.00
84	Concrete Pipe Culvert RCP (CL III) (Round 24") (up to 10' depth)	LF	$140.00
85	Concrete Pipe Culvert RCP (CL III) (Round 30") (up to 10' depth)	LF	$150.00
86	Concrete Pipe Culvert RCP (CL III) (Round 36") (up to 10' depth)	LF	$250.00
87	Concrete Pipe Culvert RCP (CL III) (Round 42") (up to 10' depth)	LF	$325.00
88	Concrete Pipe Culvert RCP (CL III) (Round 48") (up to 10' depth)	LF	$425.00
89	Concrete Pipe Culvert RCP (CL III) (Round 54") (up to 10' depth)	LF	$450.00
90	Concrete Pipe Culvert RCP (CL III) (Elliptical 14"x23") (up to 10' depth)	LF	$125.00
91	Concrete Pipe Culvert RCP (CL III) (Elliptical 19"x23") (up to 10' depth)	LF	$150.00
92	Concrete Pipe Culvert RCP (CL III) (Elliptical 24"x38") (up to 10' depth)	LF	$225.00
93	Concrete Pipe Culvert RCP (CL III) (Elliptical 29"x45") (up to 10' depth)	LF	$275.00
94	Concrete Pipe Culvert RCP (CL III) (Elliptical 34"x53") (up to 10' depth)	LF	$525.00
95	Concrete Pipe Culvert RCP (CL III) (Elliptical 38"x60") (up to 10' depth)	LF	$600.00
96	Concrete Pipe Culvert RCP (CL III) (Elliptical 43"x68") (up to 10' depth)	LF	$675.00
97	Polyvinyl Chloride (PVC) (SDR 35) (Round 15") (up to 10' depth)	LF	$275.00
98	Polyvinyl Chloride (PVC) (SDR 35) (Round 18") (up to 10' depth)	LF	$400.00
99	HDPE, Pipe (Round 15") (up to 10' depth)	LF	$135.00
100	HDPE, Pipe (Round 18") (up to 10' depth)	LF	$190.00
101	HDPE, Pipe (Round 24") (up to 10' depth)	LF	$275.00
102	HDPE, Pipe (Round 30") (up to 10' depth)	LF	$305.00
103	HDPE, Pipe (Round 36") (up to 10' depth)	LF	$350.00
104	HDPE, Pipe (Round 42") (up to 10' depth)	LF	$625.00
105	HDPE, Pipe (Round 48") (up to 10' depth)	LF	$1,000.00
106	15" 45 ELBOW	EA	$900.00
107	18" 45 ELBOW	EA	$2,500.00
108	24" 45 ELBOW	EA	$4,250.00
109	15" TEE	EA	$2,000.00
110	18" TEE	EA	$3,250.00
111	24" TEE	EA	$10,000.00

Exhibit B
UNIT PRICE SCHEDULE
Contract No. C006524

Item	Description	UOM	Unit Price
112	15" 45 ELBOW	EA	$1,200.00
113	18" 45 ELBOW	EA	$1,600.00
114	24" 45 ELBOW	EA	$2,000.00
115	15" TEE	EA	$2,500.00
116	18" TEE	EA	$3,000.00
117	24" TEE	EA	$5,500.00
118	PVC, 15" drain basin w/ ductile grate	EA	$4,500.00
119	PVC, 18" drain basin w/ ductile grate	EA	$5,000.00
120	PVC, 24" drain basin w/ ductile grate	EA	$5,500.00
121	HDPE, 15" drain basin w/ ductile grate	EA	$4,500.00
122	HDPE, 18" drain basin w/ ductile grate	EA	$5,000.00
123	HDPE, 24" drain basin w/ ductile grate	EA	$5,500.00
124	Mitered End Section (15")	EA	$2,000.00
125	Mitered End Section (18")	EA	$2,300.00
126	Mitered End Section (24")	EA	$2,300.00
127	Mitered End Section (30")	EA	$2,550.00
128	Mitered End Section (36")	EA	$2,700.00
129	Mitered End Section (42")	EA	$4,500.00
130	Mitered End Section (48")	EA	$5,125.00
131	Mitered End Section (54")	EA	$5,775.00
132	Mitered End Section (14"x23")	EA	$2,300.00
133	Mitered End Section (19"x30")	EA	$2,300.00
134	Mitered End Section (24"x38")	EA	$2,575.00
135	Mitered End Section (29"x45")	EA	$2,700.00
136	Mitered End Section (34"x53")	EA	$4,500.00
137	Mitered End Section (38"x60")	EA	$5,125.00
138	Mitered End Section (43"x68")	EA	$5,775.00
139	Flared End Section (15")	EA	$2,500.00
140	Flared End Section (18")	EA	$3,000.00
141	Flared End Section (24")	EA	$3,500.00
142	Flared End Section (30")	EA	$4,000.00
143	Flared End Section (36")	EA	$5,000.00
144	Flared End Section (42")	EA	$6,000.00
145	Flared End Section (48")	EA	$7,500.00
146	Flared End Section (54")	EA	$15,000.00
147	Underdrain, Inspection Box (coarse aggregate)	EA	$6,000.00
148	Underdrain, Outlet Pipe 4" (coarse aggregate)	LF	$45.00
149	Underdrain, Outlet Pipe 6" (coarse aggregate)	LF	$60.00
150	Underdrain, Outlet Pipe 8" (coarse aggregate)	LF	$75.00
151	Concrete Curb & Gutter (Type E) (non-continuous pour)	LF	$100.00
152	Concrete Curb & Gutter (Type F) (non-continuous pour)	LF	$100.00
153	Concrete Valley Gutter (non-continuous pour)	LF	$150.00
154	Concrete Shoulder Gutter (non-continuous pour)	LF	$100.00
155	Concrete Ditch Pavement, 4" Non-Reinforced	SY	$80.00
156	Concrete Ditch Pavement, 4" Reinforced	SY	$90.00
157	Concrete Ditch Pavement, 6" Non-Reinforced	SY	$100.00
158	Concrete Ditch Pavement, 6" Reinforced	SY	$105.00
159	Concrete Sidewalk 6" (incl. all prep, forming, compaction & 6x6-W2.9/W2.9 welded wire mesh)	SY	$150.00

Exhibit B
UNIT PRICE SCHEDULE
Contract No. C006524

Item	Description	UOM	Unit Price
160	Concrete Sidewalk 6" Curb Ramp (incl. all prep, forming, compaction, reinforcement, tactile system)	SY	$4,000.00
161	Detectable Warning (tactile system) ONLY	EA	$500.00
162	Rip Rap - Rubble (F&I) (ditch lining - non calcareous granite) (incl. fabric, bedding stone)	CY	$300.00
163	Rip Rap - Rubble (F&I) (bank & shore protection-non calcareous granite) (incl. fabric, bedding stone)	CY	$300.00
164	Rip Rap - Rubble (F&I) (ditch lining) (incl. fabric, bedding stone)	CY	$300.00
165	Rip Rap - Rubble (F&I) (bank & shore protection) (incl. fabric, bedding stone)	CY	$300.00
166	Guardrail Removal & Disposal	LF	$30.00
167	Guardrail (F&I), General TL-3	LF	$100.00
168	Guardrail - Double Face (F&I)	LF	$115.00
169	Guardrail, Rub Rail, Single Sided Rub Rail	LF	$45.00
170	Special Guardrail Post - Deep Post for Slope Break Condition	EA	$400.00
171	Special Guardrail Post - Special Steel Post for Concrete Structure Mount	EA	$1,000.00
172	Special Guardrail Post - Encased Post for Shallow Mount	EA	$950.00
173	Guardrail End Anchorage - Trailing Anchorage	EA	$5,000.00
174	Guardrail End Anchorage - Parallel Approach Terminal	EA	$7,000.00
175	Guardrail End Treatment - Type CRT	EA	$6,000.00
176	Guardrail Transition Connection to Rigid Barrier (F&I) (Approach)	EA	$8,000.00
177	Guardrail Transition Connection to Rigid Barrier (F&I) (Trailing)	EA	$4,000.00
178	Guardrail End Treatment - Double Face Approach Anchorage	EA	$20,000.00
179	Guardrail End Treatment - Double Face Trailing Anchorage	EA	$5,500.00
180	Guardrail - Reset Existing Guardrail Panels (does not include posts adjustments)	LF	$50.00
181	Guardrail - Reset Existing Guardrail Posts (does not include existing guardrail panel adjustments)	EA	$400.00
182	Crash Cushion, TL-3, Narrow	EA	$42,000.00
183	Crash Cushion, TL-3, Wide	EA	$55,000.00
184	Cable Guardrail Tensioning/Adjustments	LF	$5,750.00
185	Install reflector tape	EA	$35.00
186	Install reflectors	EA	$15.00
187	Fence Type B (6' height) with top rail w/ vinyl coating	LF	$80.00
188	Fence Type B (6' height) without top rail w/ vinyl coating	LF	$75.00
189	Fence (reset)	LF	$50.00
190	Fence Type B (vehicular gate - Double 10 foot) w/ vinyl coating	EA	$3,200.00
191	Fence Type B (pedestrian gate) w/ vinyl coating	EA	$1,100.00
192	Sod (Bahia) (flat runs) <100 sy per work authorization	SY	$20.00
193	Sod (Bahia) (flat runs) >100 sy per work authorization	SY	$18.00
194	Sod (Bahia) pegged (slopes > 3:1) peg price only < 100 sy	SY	$5.00
195	Sod (Bahia) pegged (slopes > 3:1) peg price only < 100 sy	SY	$5.00
196	Sod (St. Augustine) (flat runs) <100 sy per work authorization	SY	$30.00
197	Sod (St. Augustine) (flat runs) >100 sy per work authorization	SY	$24.00
198	Sod (St. Augustine) pegged (slopes > 3:1) peg price only < 100 sy	SY	$5.00
199	Sod (St. Augustine) pegged (slopes > 3:1) peg price only < 100 sy	SY	$5.00
200	Swale excavation, <2' in depth (includes removal & disposal of material)	SF	$3.50
201	Swale excavation, between 2.1' to 5' depth (includes removal & disposal of material)	SF	$6.50
202	Thermoplastic, White or Yellow, Solid 6"	LF	$7.00
203	Thermoplastic, White or Yellow, Solid 12"	LF	$8.00
204	Thermoplastic, White or Yellow, Solid 24"	LF	$9.00
205	Thermoplastic, White or Yellow, Skip	LF	$5.00

Exhibit B
UNIT PRICE SCHEDULE
Contract No. C006524

Item	Description	UOM	Unit Price
206	Thermoplastic, White, Solid, 12" Crosswalk	LF	$2,700.00
207	Thermoplastic, White, Solid, 24" Crosswalk	LF	$3,500.00
208	Retroreflective Pavement Markers (RPMs)	EA	$13.00
209	Removal of Existing Pipe (incl. end treatment) (up to 8' depth) (incl. disposal)	LF	$32.00
210	Removal of Existing Curb & Gutter (incl. saw cutting, disposal)	LF	$38.00
211	Removal of Existing Pavement (asphalt, concrete) (incl. saw cutting, disposal)	SY	$45.00
212	Removal of Existing Fence and posts (incl. disposal)	LF	$20.00
213	Survey	Per Day	$3,000.00
214	Dewatering (wellpoints) (up to 12' depth)	LF	$125.00
215	Clearing & Grubbing	Per Acre	$20,000.00
216	Asphalt Plant Opening Fee (Monday thru Friday) (After Hours)	EA	$6,000.00
217	Asphalt Plant Opening Fee (Saturday, Sunday, Holiday) (After Hours)	EA	$7,700.00
218	Concrete Plant Opening (Monday thru Friday) (After Hours)	EA	$5,400.00
219	Concrete Plant Opening (Saturday, Sunday, Holiday) (After Hours)	EA	$5,400.00
220	Light Plant	Per Day	$450.00
221	Concrete - Short Load Fee (<7 CY)	EA	$600.00
222	Unskilled Labor	HR	$60.00
223	Skilled Labor	HR	$90.00
224	Equipment Operator	HR	$120.00
225	Superintendent	HR	$180.00
226	Administrative	HR	$90.00
227	Crane Operator	HR	$250.00
228	Small Loader	Per Day	$180.00
229	Large Loader (L45 or larger)	Per Day	$300.00
230	Small Excavator	Per Day	$240.00
231	Large Excavator (200 series or larger)	Per Day	$360.00
232	Dump Truck	Per Day	$360.00
233	Pickup Truck	HR	$180.00
234	Dump Trailer	HR	$120.00
235	Small Equipment (Compactor, jumping jack, etc.)	HR	$90.00
236	Crane (50 ton capacity) (hydraulic truck)	Per Day	$1,500.00
237	Crane (75 ton capacity) (hydraulic truck)	Per Day	$2,000.00
238	Crane (350 ton capacity)	Per Day	$5,500.00
239	Crane (450 ton capacity)	Per Day	$12,000.00
240	Digger Derrick Truck (50,000 pound capacity)	Per Day	$5,000.00
241	Trash Pump (3")	Per Day	$250.00
242	Double Diaphragm Pump (4")	Per Day	$275.00
243	Pump (6")	Per Day	$500.00
244	Trailer (flatbed type) (25,000 pound capacity)	Per Day	$200.00
245	Public Construction Bond (based on $300,000 value)	Per Job	$3,000.00

End of Exhibit B

Exhibit C
SPECIAL CONTRACT CONDITIONS
MARCH 2024 EDITION
Contract No. C006524

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT – SPECIAL CONTRACT CONDITIONS

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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 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. Trashcans 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. Trashcans 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.

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.

C. CHLOROFLUOROCARBONS ("CFCs")

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

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

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

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

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

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

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

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

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

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

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

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

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

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

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 Agreement and may result in an immediate work stoppage or termination of the Agreement at no additional cost to the Owner.

VIII. LOCK OUT/TAG OUT ("LOTO")

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

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

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

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

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

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

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

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

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

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

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 be handed over to another authorized employee.

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

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

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

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

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or

misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until 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 40^0 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. AWPs that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as "out of service" the vehicle shall not to be operated until it has been repaired.

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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 Call but must be submitted to Reedy Creek Energy Services ("RCES") between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

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

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

Provide the Sunshine One Call locate ticket number.

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

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

Emergency Locate Tickets:

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

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

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

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

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
GENERAL CONDITIONS FOR CONSTRUCTION

ARTICLE 1 - DEFINITIONS

1.1. AGREEMENT/CONTRACT. 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 Agreement may be amended or modified only by a Modification, as defined below. The Agreement shall be referred to throughout the Contract Documents as the "Agreement" or "Contract."

1.1.1. The Contract Documents consist of those documents specified in Section 23 of the Agreement.

1.1.2. Modifications to the Agreement may be accomplished by: (a) Change Order; (b) Directive; or (c) any other written amendment to the Agreement signed by both parties. No Directive shall be construed as a Change Order or other Modification unless it expressly so states.

1.1.3. 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 Agreement. 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 1.1.4., a Change in the Work, or a change in the Contract Time or the Contract Sum shall become the subject of a Change Order.

1.1.4. 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. 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 Section 15 of the Agreement or the most current Modification thereto, together with its subconsultants.

1.3. 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.

1.4. 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.

1.5. 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 Agreement 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.

1.6. 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 Section 14 of the Agreement or the most current Modification thereto.

1.7. PLANS. Wherever the words "Plan," "Plan Set" or "Plans" are used in the Contract Documents, they shall be construed as having the same meaning as Drawing or Drawings.

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

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. SUBCONTRACTOR; SUB-SUBCONTRACTOR.

1.10.1. 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.

1.10.2. 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.

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 Scope of Work; 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 Agreement 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 Section 6 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 Section 6 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 Agreement 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 Section 6 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 Agreement 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 Agreement (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.

5.7. 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. CONTRACTOR - 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. SUBCONTRACTORS - 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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.

9.6. INDIVIDUAL PROJECTS. The duties and responsibilities of the parties as set forth in this Article 9 may be applied to individual projects issued to Contractor under the Agreement. Each individual project shall follow the process outlined above with the exception of the close-out process. A close-out change order will be issued to Contractor at the end of the Agreement and after the completion of all individual projects. Individual projects, if applicable will be indicated in Section 3 and 4 of the Agreement.

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 their 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 their 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 Agreement 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 Agreement 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 its 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; INDEMNIFICATION

11.1. - 11.7. COMMERCIAL INSURANCE. Refer to Sections 7.A.-7.F. of the Agreement.

11.8. INDEMNIFICATION. Refer to Section 7.G. of the 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 or Scope of Work. 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 Agreement 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 Agreement or by any warranty or guarantee under this Agreement.

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 Agreement, 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 later than the time periods established in section 218.735, Florida Statutes, 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Agreement (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 Agreement 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 Agreement or a portion thereof.

15.2.2. If this Agreement 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 Section 10 of the Agreement. If a portion of this Agreement 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 Agreement 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 Agreement by the Contractor, and whether or not this Agreement 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 Agreement 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 Agreement as a whole, the Owner may, for its convenience, terminate a portion of this Agreement (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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement (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 Agreement 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. Bonds required under 255.05 must be recorded at the Orange County Courthouse prior to providing the recorded certified copy or original bond to the Owner. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Agreement (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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement in its sole discretion.

16.9. 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 - NON-DISCRIMINATORY EMPLOYMENT PRACTICES

17.1. POLICIES OF EMPLOYMENT. 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, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

17.2. 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 non-discriminatory employment practices 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 comply with non-discriminatory employment practices and 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 Agreement 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 FOR CONSTRUCTION >>

END OF EXHIBIT C

THIS EXHIBIT CONTAINS THE FOLLOWING:

- Payment Bond
- Performance Bond
- Consent of Surety for Partial Payment Application
- Dual Obligee Rider
- Directive (sample form)
- Change Order (sample form), including Exhibit A
- Certificate of Substantial Completion (sample form)
- Punch List (sample form)

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND

OWNER:
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869 (hereinafter "Owner")

CONTRACTOR:
STAGE DOOR II, INC.
3050 Dee Street
Apopka, Florida 32703 (hereinafter "Contractor")

SURETY:
Name:_____
Address:_____
_____
_____ (hereinafter "Surety")

CONTRACT:
Date: May 22, 2024
Contract No. C006524
Project: Roadway & Maintenance Construction Continuing Services

Legal Description or Street Address of the Individual Project (s): _____
_____.

Contract Sum: Three Million and Zero One-Hundredths Dollars ($3,000,000.00) (hereinafter "Contract")

BOND:
Date: _____
Amount: _____ ($_____) (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 Agreement 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:	**SURETY:**
STAGE DOOR II, INC.	
[SEAL]	[SEAL]
By:_____	By:_____
Print Name:_____	Print Name:_____
Title: _____	Title: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND

OWNER:
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869 (hereinafter "Owner")

CONTRACTOR:
STAGE DOOR II, INC.
3050 Dee Street
Apopka, Florida 32703 (hereinafter "Contractor")

SURETY:
Name:_____
Address:_____
_____
_____ (hereinafter "Surety")

CONTRACT:
Date: May 22, 2024
Contract No. C006524
Project: Roadway & Maintenance Construction Continuing Services

Legal Description or Street Address of the Individual Project(s): _____
_____.

Contract Sum: Three Million and Zero One-Hundredths Dollars ($3,000,000.00) (hereinafter "Contract")

BOND:
Date: _____
Amount: _____ ($_____) (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 Agreement (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 Agreement 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 Agreement 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 Agreement 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:	**SURETY:**
STAGE DOOR II, INC.	
[SEAL]	[SEAL]
By:_____	By:_____
Print Name:_____	Print Name:_____
Title: _____	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 # C006524
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 _____ (Contractor)

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 Agreement as to payments, and shall perform all other obligations to be performed under said Agreement at the time and in the manner therein set forth.

3. No suit, action or preceding 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 Agreement 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: **Stage Door II, Inc.**

By _____

Surety

By _____

DIRECTIVE NO.

CONTRACT NO: C006524 DATE: _____

PROJECT: ROADWAY & MAINTENANCE CONSTRUCTION CONTINUING SERVICES

TASK WORK ORDER NUMBER: _____

CONTRACTOR: Stage Door II, Inc.

ATTACHMENTS:

DESCRIPTION: _____

Pursuant to the General Conditions 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 Agreement 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 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: Stage Door II, Inc. Date

Copy: Contract File
Engineer/Architect's Project Manager: _____
Owner's Project Manager: Craig Sandt

Sample

PROJECT: ROADWAY & MAINTENANCE CONSTRUCTION CONTINUING SERVICES

CONTRACTOR: Stage Door II, Inc.
3050 Dee Street
Apopka, Florida 32703

CONTRACT NO. C006524

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	$3,000,000.00
2.	Total net change by previous Change Orders	«Prior Revisions Fee Amount»
3.	Contract Sum prior to this Change Order	«Prior Contract Sum Amount»
4.	Contract Sum will be adjusted with this Change Order	«Fee Amount»
5.	Adjusted Contract Sum including this Change Order	«Total Contract Fee Amount»
6.	Original Contract Time	«Original Completion Date»
7.	Contract Time prior to this Change Order	«Prior Completion Date»
8.	Adjustment in Contract Time by this Change Order	«Extended Days» days
9.	Adjusted Contract Time including this Change Order	«Current Completion Date»

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

The total amount of this Change Order is fair, reasonable and mutually agreeable, and includes all applicable taxes, insurance, bond or corporate guarantee, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, cardinal change, delays, acceleration, inefficiency and cumulative impact, or any claims, lawsuits, actions or causes of action therefor, and the Contractor hereby waives, releases and forever discharges any and all claims, lawsuits, actions or causes of action for such items associated with or related to the Work covered by this Change Order. Without limitation on the foregoing, the parties hereto specifically acknowledge that it is their intent to hereby waive, release and forever discharge any and all cardinal change or cumulative impact claims, whether known or unknown, whether in law or in equity, whether contingent or non-contingent, and whether past, present or future, arising out of or in connection with this Change Order and all previous Change Orders.

This Change Order represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for this change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including, without limitation, those concerning payment.

OWNER	CONTRACTOR
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	**STAGE DOOR II, INC.**
Signature: _____	Signature: _____
Print Name: S.C. Kopelousos	Print Name: _____
Title: District Administrator	Title: _____
Date: _____	Date: _____

Sample

EXHIBIT A

Item	Description	Value

Sample

Please initial: _____ _____
Owner Contractor

CONTRACTOR: Stage Door II, Inc.
CONTRACT NUMBER: C006524
CHANGE ORDER NO. (Insert C.O. Number)

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006524

PROJECT: ROADWAY & MAINTENANCE CONSTRUCTION CONTINUING SERVICES

CONTRACTOR: STAGE DOOR II, INC.

Pursuant to the provisions of Section 9.4 of the General Conditions for Construction, this is to certify that the Work under the above referenced Agreement 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 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 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:_____

Sample

PUNCH LIST FOR THE
PROJECT AREA KNOWN AS
{Project Name}

CONTRACT NO.: C006524

PROJECT: ROADWAY & MAINTENANCE CONSTRUCTION CONTINUING SERVICES

CONTRACTOR: STAGE DOOR II, INC.

DATE: _____

1. Pursuant to the provisions of Section 9.4 of the General Conditions for Construction, the Owner has determined that the following items related to the Work require completion and/or correction:

   SEE ATTACHED LIST (__pages), dated _____

2. Pursuant to the provisions of Section 9.4 of the General Conditions for Construction, the Contractor shall submit to the Owner all items required by Section 9.4.2 of the General Conditions 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 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

Sample

DEWATERING PERMIT

Contract No.: C006524
Project: Roadway & Maintenance Construction Continuing Services

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT PLANNING & ENGINEERING SUBMITTAL INFORMATION REQUIRED FOR SFWMD DEWATERING PERMIT NOTIFICATION

Dewatering, defined as the act of temporarily removing groundwater for the purpose of achieving a dry condition during construction, renovation and the installation or removal of underground utilities or systems, shall require regulatory permits from both the South Florida Water Management District ("SFWMD") and the Florida Department of Environmental Protection ("FDEP"). Dewatering may include the use of well points, pit pumps, deep wells, sock drains or any other means for lowering the water table or removing water seeping from the ground into a pit, excavation, trench, etc. SFWMD regulates removing the water from the ground and the FDEP regulates the discharge of the water to waters of the State or the US. The Contractor is required to obtain SFWMD permit coverage through CFTOD by completing the permit application listed below. The Contractor receives permit coverage for the discharge of produced groundwater through the FDEP Construction Generic Permit for Storm water Discharge from Large and Small Construction Activities as long as the ground water is not within 500 feet of a known contamination area. If the dewatering activities are within 500 feet of a known contamination area please contact CFTOD Compliance: Melissa Pulver, 407.828.2250 to obtain additional permit requirements.

The Contractor shall submit the following information on company letterhead as part of their dewatering permit notification at least **30 days** prior to the anticipated commencement of any dewatering activities (this does not include time for additional information submittals). The Contractor shall not begin dewatering until the District has approved the proposed activity and an inspection of the system has been conducted.

1. Name of contractor;
2. Site location plan showing task specific dewatering locations (does not need to be on company letterhead);
3. Records that indicate the presence or absence of known areas of contamination within the project, and in adjacent areas that could be impacted if dewatering operations are performed. Also, if applicable, reasonable assurance that dewatering activities will not alter the contamination plumes movement or directions,
4. Proposed methods of construction;
5. Estimated pumping rates and duration of pumping;
6. Known volume to be discharged from vessels installed in the wet;
7. Estimated depth of drawdown;
8. Anticipated radius of the cone influence;
9. Proposed points of discharge;
10. Site water routing from excavation to stormwater retention area;
11. Proposed groundwater and surface water monitoring plans and turbidity monitoring plan;
12. Any other sites and tasks specific characteristics worthy of consideration;
13. Hydraulic information (i.e., normal pool and seasonal high water elevations) of any wetlands and surface waters within or adjacent to the proposed dewatering activities.

14. Monthly withdrawals will need to be submitted to CFTOD the first of each month once the dewatering starts.
15. If the Contractor utilizes a sock drain to accomplish its de-watering, then the Contractor shall remove the sock drain when the de-watering work is completed.

Along with the information above, weekly withdrawals will be submitted to the District every Monday for the previous week's dewatering.

De-watering pump activation (any size/capacity) is to be coordinated via request with CFTOD Planning & Engineering. Pre-Activation inspection is required by CFTOD Personnel for every activation. Advance requests are to be scheduled with CFTOD.

Information shall be submitted through the Planning and Engineering Permitting system BIM 360 under the specific Project Folder, under Dewatering. Contractor shall notify Melissa Pulver through the BIM 360 system. Please see the Applicant Guide from P&E for instructions.

For BIM 360 information, please contact CFTOD P&E at 407-828-2250.

Central Florida Oversight District – Master Dewatering Permit – Turbidity Monitoring Plan Requirements

Description: Monitoring requirements for dewatering discharge. Turbidity is expressed in nephelometric turbidity units (NTU).

Location:

(1) Background-

- Canals – 5 NTU
- Bay Lake/7 Seas Lagoon – 1 NTU
- Reedy Creek – 1 NTU
- Wetland – 1 NTU

(2) Compliance--Samples shall be taken at the discharge point from the construction activity, i.e. at the location where that construction activity discharges into the receiving canal, lake, creek or wetland, AND at a location a minimum of 200 feet downstream of the location when that construction activity discharges into a canal, lake, or creek AND at any additional sampling locations as specified in this Dewatering Plan drawing.

Frequency: Turbidity monitoring sampling shall be conducted twice daily, with at least a four-hour interval between sampling events, during all work authorized by this permit.

Duration: Monitoring shall begin on the first day of construction for all activities related to the proposed activities. Monitoring shall cease when all construction activities related to the proposed activities are completed. The monitoring data must demonstrate that turbidity 200 feet downstream of all proposed activities or in the downstream canal or wetland is less than or equal to 29 NTU's above natural background turbidity for a period of seven consecutive days after completion of construction.

Reporting: All monitoring data shall be submitted to the District as shown on the attached "CFTOD Weekly Dewatering Report".

If monitoring reveals violations of the state water quality standard for turbidity, discharge from the construction activities shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels.

INTENTIONALLY LEFT BLANK

CFTOD WEEKLY DEWATERING REPORT PLANNING & ENGINEERING DEPARTMENT

P.O. BOX 690519
ORLANDO, FL 32869-0519
(407) 828-2250 FAX: (407) 828-2560

PROJECT NAME:					
CONTRACTOR:					
PUMP#:					
LOCATION:					
DISCHARGING TO:					
DAY/DATE	**DAILY METER READING**	**PUMP SHUT OFF READING**	**DAILY VOLUME**	**TURBIDITY READINGS (TWICE DAILY MIN. OF 4 HRS APPRX.)**	
PREVIOUS SATURDAY READING (IF APPLICABLE)		***ONLY COMPLETE THIS COLUMN WHEN TURNING OFF**		**A.M.**	**P.M.**
SUNDAY					
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					
SATURDAY					
WEEKLY DAILY VOLUME TOTAL:					

Report each meter reading daily. If you are pumping continuously, please carry over the previous week's last meter reading to report accurate volumes. Please call CFTOD Compliance for questions 407-468-0366.

Note: Report/s for each pump used in dewatering must be submitted to CFTOD Planning & Engineering Department on the following Monday after pumping occurred and continue each Monday until pumping for the location has ended.

CFTOD EROSION CONTROL REQUIREMENTS

Contract No.: C006524
Project: Roadway & Maintenance Construction Continuing Services

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
EROSION CONTROL NOTES

Written approval of the Erosion Control Plan, NOI and Narrative SWPPP must be received from the Central Florida Tourism Oversight District ("CFTOD: or "District") prior to submitting to FDEP and before proceeding with project construction. Approval of the proposed plan by the District does not relieve the General Contractor from meeting all local, state, and federal discharge standards.

Contractor shall notify the District's Compliance Personnel of the project Pre-Construction meeting prior to commencement of construction.

The measures set forth in the Erosion Control Plan are intended as the minimum standards. Any erosion control measure beyond that specified in the Plan, that is required to comply with local, state, and federal law, shall be implemented.

All erosion and sediment control practices must be in accordance with the CFTOD's (formerly RCID) Land Development Regulations and the Florida Stormwater, Erosion, and Sedimentation Control Inspectors Handbook.

In the event that erosion prevention and control devices shown in the Erosion control plan prove not to be effective, alternate methods for maintaining state water quality standards for discharge from the construction site will be required. All alternate erosion prevention and control devices must be reviewed and approved by the District designated compliance personnel prior to placement.

All erosion prevention and control measures must be inspected and approved by the District's designated compliance personnel prior to any construction activities. Removal of these same erosion controls and prevention measures may be done only after authorization is obtained from the District's designated compliance personnel. Any deviation from this procedure may result in an immediate requirement for work stoppage.

The District does not allow earthen ditch blocks or dams or other erodible material to be placed in live streams, canals, or active water bodies. Ditch blocks or dams must be composed of non-erodible materials. Materials commonly approved by the District are sheet piles, portable cofferdams, inflatable water structures, and other comparable devices.

Hay bales are not allowed as an erosion control device within the District.

Daily inspections shall be made by the General Contractor to determine the effectiveness of sediment and erosion control efforts. Any necessary remedies shall be performed without delay. All sediment, erosion, and turbidity control measures shall be in working condition at the end of each workday.

The District may elect to restrict or prohibit certain erosion control Best Management Practices due to poor performance or because the device(s) may increase environmental degradation. It is the responsibility of the landowner or its designee to inquire about these restrictions.

Additional erosion controls may be required at the discretion of the District.

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.
2. The Contractor shall prepare the Storm Water Pollution Prevention Plan. The Contractor shall submit a completed SWPPP to CFTOD Planning and Engineering for review and the Contractor shall make all modifications and refinements to the plan requested by CFTOD Planning and Engineering. Once all of the modifications have been made to the satisfaction of CFTOD Planning and Engineering, then the Contractor shall sign and certify the SWPPP as the operator and implement the structural erosion control devices.
3. The Contractor shall prepare and submit the NOI to the FDEP and pay all filing fees and secure a permit authorization letter from the EPA and fully comply with all record keeping requirements.
4. The Contractor shall provide a qualified and dedicated erosion and sedimentation control team to inspect and maintain the erosion control and wetland protection systems on a daily basis. The Contractor acknowledges that daily inspection and maintenance requirement is more stringent than the periodic inspections required by the FDEP. The Owner requires more stringent daily inspection and maintenance by a dedicated crew. The Contractor shall remove all erosion and sediment control systems at the conclusion of its Work when authorized to do so by the Owner.
5. The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices as described in these Contract Documents within the Storm Water Pollution Prevention Plans (SWPPP).
6. The Contractor shall maintain a power broom on site at all times throughout the Contract Time and sweep the roadways on a daily basis whenever its construction traffic cause dirt or debris to be deposited on the roads or whenever directed to sweep the roads by the Construction Manager.
7. The Contractor shall provide and maintain a water truck at all time during the Contract Time to provide dust control when conditions warrant or as directed by the Construction Manager.
8. Contractor shall utilize lined trucks to haul muck or saturated soils off site.
9. The water quality within the various bodies of water located on the Owner's property is regularly monitored and compliance with environmental standards is rigidly enforced. The Contractor is advised that should any of the Owner's ponds, lakes or canals, (or those of adjacent landowner's) become contaminated due to the Contractor's actions or inaction, the cost to flocculate, or clean by any means as may be required, shall be paid for by the Contractor.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT

Board Meeting Date: 05/22/2024

Subject: Request Bond Financing for District's Roadway Capital Improvement Program

Presented By: Stephanie Kopelousos, District Administrator

Department: District Administration

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.3 for the Finance Department to pursue bond funding of $99,300,000 to support infrastructure needs for the District's Roadway Capital Improvement Program.

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

The Central Florida Tourism Oversight District is responsible for execution of roadway, bridge, and drainage projects within the District to address aging infrastructure and to accommodate current and anticipated traffic demands. With the continuous growth in surrounding population and anticipated development within the District, there is a pressing need to expand and enhance our roadway network to meet the escalating traffic demands requiring the funding and execution of large capital projects.

Funding large roadway capital projects for local governments without significantly increasing millage rates or debt service payments requires careful planning and utilization of various funding sources. Issuing municipal bonds allows local governments to raise capital upfront for infrastructure projects and pay back the debt over time. Bonds can be funded through property taxes providing various roadway and interchange improvements.

Since 2013, the District has obtained in excess of $775,000,000 in bond proceeds, facilitating the successful execution of over twenty-five (25) significant projects, including various roadway and interchange improvements.

FINDINGS AND CONCLUSIONS:

The District is requesting approval from the Board for the Finance Department to pursue bond funding of $99,300,000, for transportation projects to be considered:

- World Drive North Phase III
- North Buena Vista Drive Bridge Replacements
- Buena Vista Drive and Western Way Interchange Improvements
- Western Way Widening
- Milling and Resurfacing of portions of Buena Vista Drive and World Drive

FISCAL IMPACT:

The anticipated fiscal implications of securing bond funding amounting to $99,300,000 for roadway construction projects are forecasted to be negligible concerning debt service and millage rates. Current estimates forecast additional annual debt service of $7,800,000. Precise fiscal impacts will be ascertained upon finalization of the borrowing process and will be presented to the Board during a subsequent meeting for review and deliberation.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: N/A

ALTERNATIVE:

Alternative funding mechanisms, such as short-term financing, would result in substantial increases to property tax debt service millage rates. This is deemed impractical because it would impose significant adverse effects on the businesses and property owners situated within the District.

SUPPORT MATERIALS:
Power Point titled “Roadway Capital Improvement Funding Request – May 2024”.

RESOLUTION NO. 661

A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT AMENDING ARTICLE 6 OF THE RCID LAND DEVELOPMENT REGULATIONS TO CREATE A NEW CHAPTER 6-110 REGARDING DEVELOPMENT AGREEMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Central Florida Tourism Oversight District ("District") exists pursuant its enabling act codified at Chapter 2023-5, Laws of Florida becoming effective on February 27, 2023 (the "Act"); and

WHEREAS, pursuant to the Act, the District has superior authority within the entire District, including within the jurisdictional limits of the City of Lake Buena Vista and the City of Bay Lake, for comprehensive planning, zoning, land development regulations, environmental protection regulations, and platting and subdivision regulations; and

WHEREAS, pursuant to the Act, the District's comprehensive planning, zoning, land development regulations, environmental protection regulations, and platting and subdivision regulations shall control within the city limits of the City of Lake Buena Vista and the City of Bay Lake to the extent of any conflict between the District's resolutions and regulations on such matters; and

WHEREAS, the Act gives the District the authority to review, process, and comment on and approve, approve with conditions, or reject applications for development orders and building permits pertaining to properties within the District; and

WHEREAS, pursuant to the Act, the District must exercise its authority set forth in the Act to adopt, amend, and enforce a comprehensive plan in accordance with the Community Planning Act, ss. 163.3161-163.3253, Florida Statutes, and adopt and enforce zoning regulations, land development regulations, environmental protection regulations, building and safety codes and regulations, platting and subdivision regulations, and fire prevention regulations governing the entire district, including within the city limits of any municipality within the District; and

WHEREAS, the Board of Supervisors desire to amend the RCID Land Development Regulations in order to create implementing regulations for the consideration and approval of development agreements under the Florida Local Government Development Agreement Act (ss 163.3220-3241, F.S.); and

WHEREAS, the Board of Supervisors serve as the local planning agency and perform the duties of the Planning Board under the RCID Land Development Regulations, and also serve as the local governing body of the District; and

WHEREAS, the Board of Supervisors finds this Resolution to be in the best interest of the public health, safety and welfare and is consistent with the Act and with the District's Comprehensive Plan; and

WHEREAS, the Act requires a single reading and public hearing for a District resolution adopting regulations; and

WHEREAS, the public hearing on this Resolution was advertised in the Orlando Sentinel at least ten (10) days in advance of the reading and public hearing; and

NOW, THEREFORE, BE IT RESOLVED 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. Amendment. Article 6 of the RCID Land Development Regulations is hereby amended to create Chapter 6-110 to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not being included are not being amended):

Chapter 6-110 Development Agreements.

Section 6-110.1 Purpose and Intent. Subject to the Board of Supervisor's approval, the District may enter into development agreements with the legal and/or equitable owners of parcels of land within the District boundaries, pursuant to ss. 163.3220-3241, F.S., provided the requirements set forth under the terms of chapter are met. The entry into a development agreement by the District shall not limit or modify any legislative power by the District to adopt resolutions, codes, or regulations or to make executive, administrative or legislative decisions of any kind which it had the power to make prior to the entry of such development agreement, except to the degree that the development agreement, by its express terms and not by implication, gives vested rights to the landowner, and any successors and assignees in interest, as to certain development approvals. No development agreement shall, by its express terms or by implication, limit the right of the District to adopt resolutions, regulations, codes, or to adopt policies that are of general application or specific as to the parcel of land subject to the development agreement in the District, except as is expressly provided by Chapter 163, F.S., or said development agreement.

Section 6-110.2 Applicability of District Regulations to Development.

(a) The resolutions, codes and regulations of the District governing the development of the land at the time of the execution of any development agreement provided for hereunder shall continue to govern the development of the land subject to the development agreement for the duration of the development agreement, except as otherwise provided herein. At the termination of the duration of the development agreement, all then-existing resolutions, regulations, and codes shall become applicable to development occurring after the termination of the development agreement regardless of the terms of the development agreement.

(b) The District may apply resolutions, codes and regulations adopted subsequently to the execution of the development agreement to the parcel of land subject to the development agreement only if the District has held a public hearing noticed in the same manner as

prescribed in the Florida Local Government Development Agreement Act and further determined that:

(1) Such new resolutions, codes and regulations are not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities or densities as allowed under the terms of the development agreement;

(2) Such new resolutions, codes and regulations are essential to the public health, safety or welfare, and the new resolutions, codes and regulations expressly state that they shall apply to a development that is subject to a development agreement;

(3) Such new resolutions, codes and regulations are specifically anticipated and provided for in the development agreement if contemplated at the time of execution of the development agreement;

(4) The District has demonstrated that substantial changes have occurred in pertinent conditions existing at the time of the approval of the development agreement; or

(5) The development agreement is based on substantially inaccurate information supplied by the developer.

(c) In the event that state and federal laws are enacted after execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of the development agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws. Such modification or revocation shall take place only after proper public hearing and notice as is required for the adoption of a development agreement as provided for in the Florida Local Government Development Agreement Act.

(d) The District shall review all parcel(s) of land within the District subject to a development agreement not less than once every twelve (12) calendar months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. The District Administrator will report her/his findings to the Board of Supervisors. In the event that the District finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the District upon thirty (30) days' notice to the parcel of land owner. Such termination or amendment shall be accomplished only after a public hearing and notice as is herein required for the adoption of a development agreement. Amendment or cancellation of the development agreement by mutual consent of the District and the owner of the parcel of land may be accomplished by following the notice requirements required for initial adoption of the development agreement.

Section 6-110.3 Procedure regarding Application for Development Agreement.

Any person or entity desiring to enter into a development agreement with the District shall make a written request to enter into said development agreement by filing a complete application with the Planning and Engineering Department and provide all exhibits and information needed to complete the content requirements of Section 6-110.4. The Planning and Engineering Department will review the applicant’s proposed development and application for a development agreement for consistency with the Comprehensive Plan and land development regulations. The approval of a development agreement will require public notice and public hearings in accordance with sec.

163.3225, F.S. Nothing in this Chapter requires the Board of Supervisors to approve a development agreement.

Section 6-110.4 Contents of development agreement.

Development agreements shall contain all terms and information consistent with ss. 163.3220—163.3243, F.S. as amended. Any development agreement obligation upon the District to procure or construct capital improvements or expend District funds to assure public facilities are available concurrent with the impacts of development shall be provided for as required by s. 163.3227, F.S. and the Community Planning Act and shall be consistent with the Florida Constitution and applicable general and common law of the State of Florida. The development agreement may provide that the entire proposed project or any phase thereof shall be commenced or be completed within a specific period of time. The development agreement will provide the District with enforcement remedies and consequences for failure to perform. The duration of a development agreement shall not exceed twenty years.

Section 6-110.5 Recording and enforcement.

(a) *Recording of agreement.* Within 14 days after the District enters into a development agreement, the District shall record the agreement in the official records of the county where the land subject to the agreement is located. A development agreement is not effective until it is properly recorded in the official records of the county where the land subject to the agreement is located. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

(b) *Enforcement of agreement.* Any party, any aggrieved or adversely affect person as defined in s. 163.3215 (2), F.S., may file an action for injunctive relief in circuit court to enforce the terms of a development agreement or to challenge compliance of the agreement with ss. 163.3220-3243, F.S..

SECTION 3. Codification**.** Section 2 of this Resolution shall be incorporated into the RCID Land Development Regulations. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this resolution or the Land Development Regulations may be freely made.

SECTION 4. 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 5. Conflicts. In the event of a conflict or conflicts between this Resolution and any other resolution, ordinance/resolution or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law. This Resolution shall apply to and be enforced throughout the unincorporated and incorporated areas of the Central Florida Tourism Oversight District, including within the jurisdictional boundaries of the City of Lake Buena Vista and City of Bay Lake.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon adoption by the Board of Supervisors of the Central Florida Tourism Oversight District.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of Supervisors of the Central Florida Tourism Oversight District, this 22nd day of May 2024.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

By:_____
Charbel Barakat
Vice Chair of the Board of Supervisors

Attested:

By:_____
S.C. Kopelousos
District Administrator