



# AGENDA

April 25, 2025  
10:30 a.m.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**Board of Supervisors Meeting**  
**Agenda**  
**April 25, 2025**  
**10:30 a.m.**

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENT PERIOD**
- 5. CONSENT AGENDA**
  - 5.1** March 28, 2025 Meeting Minutes
- 6. REPORTS**
  - 6.1** Management Report
- 7. GENERAL BUSINESS**
  - 7.1** Award contract for EPCOT Center Drive sign structure replacements to Hubbard Construction Company and authorize the District Administrator to execute contract #C006571 in the amount of \$2,260,070, plus 10% contingency for a total amount of \$2,486,077
  - 7.2** Approve establishing the budget for the Buena Vista Drive and World Drive Northbound Milling and Resurfacing Project in the amount of \$8,200,000 and authorize the District Administrator to execute Contract #C006775 with Hubbard Construction Company in the amount of \$6,936,016, plus 10% contingency for a total amount of \$7,629,618
  - 7.3** Approve Task Work Order #1 for construction, engineering, inspection and materials testing support services for the Buena Vista Drive and World Drive Northbound Milling and Resurfacing Project with Civil/Site Engineering, Inc. and authorize the District Administrator to issue the task work order in the amount of \$454,568, plus 10% contingency for a total amount of \$500,025
- 8. OTHER BUSINESS**
- 9. 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 ([DistrictClerk@oversightdistrict.org](mailto:DistrictClerk@oversightdistrict.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*

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*Board of Supervisors Meeting*  
*March 28, 2025*

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

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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: March 28, 2025

TIME: 10:30 a.m. - 11:00 a.m.

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

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## PRESENT:

BOARD MEMBERS: Alexis Yarbrough, Chair; Brian Aungst, Jr.; Bridget Ziegler; John Gilbert; Scott Workman

SPEAKERS: Chaplain Rick Spence, District Chaplain; Jonathan Cox, District Fire Department; Stephanie Kopelousos, District Administrator; Christine Ferraro, Director - RCES; Craig Sandt, Principal Construction Manager; Joey Rodriguez, Manager/Chief Building Official

CFTOD STAFF: Stephanie Kopelousos, District Administrator; Mike Crikis, Deputy District Administrator; Roy Payne, Esquire, General Counsel; Eric Ferrari, Fire Chief; Alycia Mills, District Clerk, Executive Assistant; Tanya Naylor, Director of Security and Emergency Management; Ron Zupa, IT Service Delivery Manager; Samarth Thomas, Systems Administrator; Susan Higginbotham, Chief of Finance; Christine Ferraro, Director - RCES; Roger Smith, Deputy Fire Chief; Eddie Fernandez, CFTOD Operational Safety Consultant; Tiffany Kimball, Contracting Officer; Yenni Hernandez, Chief Information Officer; Katherine Luetzow, Planning & Engineering Manager; Matthew Oberly, External Affairs Director; Heidi Powell, Manager - Financial Reporting Analysis; Douglas Henley, Director of Facilities; Ella Hickey, Building & Safety; Craig Sandt, Principal Construction Manager; Jason Herrick, Manager Gas Water & Wastewater; Holly Hagans, Security and Emergency Management Coordinator; Joel Edwards, Deputy Chief/Fire Marshal; Wendy Duncan, Director - Environmental Sciences; Michele Dicus, Director - Human Resources; Mary Balliet, Senior Human Resources Generalist; Joey Rodriguez, Manager/Chief Building Official; Phil College, Technical Support Analyst

## P R O C E E D I N G S

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MADAM CHAIR YARBROUGH: Good morning, everybody. Welcome to the meeting of the Board of Supervisors for Central Florida Tourism Oversight District. Today is March 28th. It is 10:30 a.m.

Welcome. Good morning. We're going to start with our invocation from Chaplain Spence. Is Chaplain Spence here? Good morning, sir.

CHAPLAIN SPENCE: I always want to thank the Board and Stephanie for allowing me -- and Chief Ferrari for allowing me this opportunity to be here, as this is a tremendous blessing for me to be able to do this.

One of the things I wanted to talk about briefly this morning is about King David. He was probably the most famous King of Israel in the Bible, and he was anointed by God by the Prophet Samuel to be King of Israel at the age of 15, but he didn't ascend to the throne until he was 30 years old.

The next 15 years of his life, he had various trials and tribulations that he had to deal with before he was able to become king. He spent ten years of his life with his army running from the

1 King of Israel that was trying to kill him because  
2 the king at the time, Saul, did not want David to  
3 be the King of Israel.

4 So when God anointed David to be king, he  
5 didn't give him a crown, he didn't give him a  
6 throne, he gave him Goliath, and he gave him a  
7 situation of circumstances that shaped and molded  
8 his character to become, at that time, the most  
9 successful King of Israel and probably the most  
10 famous king that was ever -- been in the history of  
11 Israel.

12 And I want to relate that to everyone that's  
13 in this room. I believe God has orchestrated our  
14 steps, and you're where you're at because that's  
15 where God wants you to be. But he didn't give you  
16 that department head position, he didn't give you  
17 that corner office, he didn't give you that gold  
18 badge, he gave you a Goliath in a situation of  
19 difficult circumstances that molded your character  
20 that made you better at what you're doing now than  
21 if he had just given you that position.

22 There's a verse in Jeremiah, 29:11. It's my  
23 wife's life verse, so I have this very well  
24 memorized. It says, For I know the plans I have  
25 for you. They are plans for good, not for evil.



1 And this is the "drop the mic" moment. They're  
2 plans for good, not for evil, for a future and for  
3 a hope. And that's what we're all here for up  
4 there, to make things better for those that are  
5 coming behind us.

6 Let me pray, Most gracious Heavenly Father,  
7 we're so grateful to be able to assemble like this.  
8 We're just thankful for this opportunity to meet  
9 freely and just bring our petitions before you and  
10 before the people that govern this area.

11 We're blessed to have the leaders we have here  
12 in place, and we just ask that you'll continue to  
13 orchestrate their steps, to continue to give them  
14 divine wisdom and divine insight to be able to see  
15 people the way you see people. We're thankful for  
16 this country, this opportunity, the blessings you  
17 have given to us. And we just pray for the men and  
18 women that are on the job today, that you'll be  
19 with them as they go about their task and give them  
20 wisdom and discernment, and be with the men and  
21 women of our Armed Forces to keep them out of  
22 harm's way. In Jesus' name, Amen.

23 ATTENDEES: Amen.

24 MADAM CHAIR YARBROUGH: Thank you, Chaplain  
25 Spence. Fire Chief, would you lead us in the

1 Pledge of Allegiance?

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

6 MADAM CHAIR YARBROUGH: All right. Mr. Payne,  
7 good morning, sir. We are properly noticed and  
8 have a quorum?

9 MR. PAYNE: Yes, Chair.

10 MADAM CHAIR YARBROUGH: Okay. Do we have any  
11 public comments?

12 MR. PAYNE: We have one -- we have one speaker  
13 card for the public comment, Chair.

14 MADAM CHAIR YARBROUGH: Okay.

15 MR. PAYNE: Jonathan Cox.

16 MADAM CHAIR YARBROUGH: All right. Mr. Cox,  
17 good morning.

18 MR. COX: Good morning.

19 MADAM CHAIR YARBROUGH: Sir, you have three  
20 minutes.

21 MR. COX: Thank you. Well, good morning,  
22 Board members, distinguished guests. I could speak  
23 passionately and at length about this topic, but  
24 I'm going to read from my prepared statement just  
25 so I can address everything that I need to.

1           My name is Jonathan Cox, and I have served in  
2           the Marine Corps from 2000 to 2009; two combat  
3           tours, one in '03 and one in '05. I was assigned  
4           to the Fourth Assault Amphibian Battalion and  
5           deployed as part of the First Marine Division,  
6           mechanized amphibious task logistics operations  
7           command, and then again in 2005 as part of  
8           Regimental Combat Team 2, Assault Amphibian  
9           Battalion Alpha Platoon -- Alpha Company, Second  
10          Platoon.

11          During my time in the Marine Corps, I held  
12          billets including section leader, training  
13          non-commissioned officer, and platoon sergeant, and  
14          I was awarded multiple commendations for my  
15          superior performance in both operational and  
16          leadership roles.

17          Since separating from the military, I've  
18          committed my time to public service with my first  
19          year -- first nine years in the fire service at  
20          Seminole County. I have now been with the District  
21          for nine years, six of which on the Special  
22          Operations Team.

23          For recent promotional opportunities, I've  
24          done everything I can to prepare for them. I meet  
25          and exceed all the qualifications needed for them,

1 including Fire Officer I and II, Fire Safety  
2 Inspector Instructor III. As of yesterday, I  
3 completed my Incident Safety Officer to further my  
4 development within this department.

5 In addition to that, I've also completed other  
6 advanced training and multiple technical rescue  
7 disciplines, including road rescue, confined space,  
8 vehicle machinery rescue, hazardous materials  
9 response, truck operations, surface water, SPRAT,  
10 which is the Society of Professional Rope Access  
11 Technicians, countless others.

12 Despite these credentials in 2022, veterans'  
13 preference was not offered to me during a  
14 promotional process. I only became aware of it  
15 during this current process. In 2024 and 2025, I  
16 was assessed as the top-ranked candidate, but I was  
17 still not selected for promotion. To me this is a  
18 clear violation of Florida Statute 295, and the  
19 Florida Administrative Code 55 Alpha-7, both of  
20 which require that veterans receive preference in  
21 both public employment -- employment --  
22 appointments as well as promotions.

23 As of today, I've taken several steps to try  
24 and address this issue. I've met directly with  
25 human resources, the fire chief, the deputy chief,

1 and as well as the district administrator,  
2 Stephanie.

3 I've also spoken with my local representative  
4 who stated, to him, this appeared to be  
5 discriminatory behavior towards veterans. In  
6 preliminary discussions with the Florida Department  
7 of Veterans Affairs, I was told that my case  
8 appears to have merit. I also intend to bring this  
9 before the office of the Governor, being that this  
10 is a department that he helped institute.

11 While I do have formal avenues to pursue this  
12 complaint, I find it deeply discouraging, honestly,  
13 to be forced to fight for this right that I feel is  
14 both protected by law and earned through my  
15 honorable service. It's not about special  
16 treatment. Thank you for your time.

17 MADAM CHAIR YARBROUGH: Thank you, sir.  
18 Mr. Cox, I'm sure you're aware public comment is  
19 not a dialogue with us, but I assure I speak for  
20 everyone, thank you for your service.

21 MR. COX: Thank you.

22 MADAM CHAIR YARBROUGH: Do we have any other  
23 public speakers?

24 MR. PAYNE: No, Chair.

25 MADAM CHAIR YARBROUGH: Okay. All right.

1 Moving on to consent agenda, Section 5. Consent  
2 agenda items are intended to be disposed of without  
3 discussion. Would any member like to pull anything  
4 off the consent agenda?

5 Seeing none, do we have a motion to approve  
6 the consent agenda?

7 MR. AUNGST: So moved.

8 MADAM CHAIR YARBROUGH: Second?

9 MS. ZIEGLER: Second.

10 MADAM CHAIR YARBROUGH: All in favor, aye.

11 THE BOARD: Aye.

12 MADAM CHAIR YARBROUGH: Any opposed? Seeing  
13 none, motion passes.

14 Section 6, Reports. District Administrator  
15 Kopelousos, good morning, ma'am. How are you?

16 MS. KOPELOUSOS: Good morning, members. I  
17 just want to give a brief update and some things  
18 that have happened since we last met but also some  
19 things coming up. I want to start with, first, our  
20 district is unique, as we've all talked about. One  
21 of the things that happened a week ago was a fire  
22 in a water -- I'm sorry, a walk-in cooler behind  
23 Epcot. And the reason I bring this up, it was not  
24 a big deal whatsoever, but because it occurred in  
25 this district, and because it was visible -- it was

1 right below where the skyliner goes over at Epcot,  
2 there was billows of smoke. It got a lot of  
3 attention, national attention.

4 So I wanted to share with y'all that it was a  
5 water cooler -- I mean, a walk-in cooler that was  
6 back behind the buildings at Epcot. Because of our  
7 building code, the buildings are not allowed --  
8 different structures have to be certain feet apart,  
9 and, therefore, nothing else was affected by this.

10 Our team responded effectively and  
11 efficiently, took care of it very quickly, and so I  
12 just share that with you in that something that got  
13 a lot of news and media attention was really not a  
14 big deal whatsoever. But it was handled by our  
15 team very quickly, they responded quickly, and took  
16 care of everything. So I just wanted to share that  
17 with you since it did make -- please know if there  
18 is a large event that occurs here, you will hear  
19 directly from me on that.

20 Also wanted to share the past couple weeks we  
21 did recognition for our team. We did the promotion  
22 and recognition ceremony for the fire department,  
23 and it was great to have a lot of their families  
24 that attended to see them get promoted. So it was  
25 a great event. I thank the fire chief and his team

1           who put it together.

2           And then we did, for our team at CFTOD,  
3           everyone who has hit the five-year mark, we did a  
4           breakfast for all of them, and that was well  
5           received and just grateful for the team that we  
6           have and the work they put in.

7           Coming up this Saturday, we are doing some  
8           work with Relay for Life. Jennifer leads our team,  
9           who is with the building and safety department, and  
10          we will be out at -- why am I drawing a blank?

11          What's the name of the park --

12          ATTENDEES: Maxwell Field.

13          MS. KOPELOUSOS: -- Maxwell Field, which is  
14          right behind our fire station to help raise money  
15          for the American Cancer Society. So we will do  
16          that on Saturday. That is all I have, Chair.

17          MADAM CHAIR YARBROUGH: Any questions? Thank  
18          you, Ms. Kopelousos.

19          All right. Moving on to General Business,  
20          Section 7.1. Do we have a motion to approve the  
21          award of a three-year continuing service  
22          contract --

23          Oh, sorry. Did you-all hear me? Do you need  
24          me to repeat that?

25          All right. Anybody want to ask Ms. Kopelousos



1 any questions, now that I'm on the record again?

2 All right. Moving on to Section 7.1. Do we  
3 have a motion to approve the award of a three-year  
4 continuing services contract to seven contractors  
5 for district-wide electrical medium and low voltage  
6 services?

7 MS. ZIEGLER: So moved.

8 MADAM CHAIR YARBROUGH: Is there a second?

9 MR. AUNGST: Second.

10 MADAM CHAIR YARBROUGH: All right. Chief  
11 Ferraro, would you like to present this item? Oh,  
12 no, not Chief Ferraro. Chris Ferraro. Sorry, not  
13 Chief Ferraro. I know, I saw -- I saw the horror  
14 on your face, like, why is she -- I thought I was  
15 just doing the pledge today. I'm sorry.

16 MS. FERRARO: I was so excited to have back  
17 up. Thank you so much.

18 MADAM CHAIR YARBROUGH: Fire, Ferrari,  
19 Ferraro, it all sounds the same. I apologize.  
20 Good morning, ma'am. How are you?

21 MS. FERRARO: Good morning. Good morning,  
22 Chairman, Board of Supervisors, and District  
23 leadership. So just a little bit of detail -- are  
24 you going to -- pardon me, sorry.

25 A little bit of expanded detail on the award

1 of continuing service contracts for the utility  
2 division electrical services. So a great  
3 partnership with the District's procurement  
4 service. We issued a request for specialized  
5 electrical contractors for a variety of electrical  
6 services in medium and high voltage, so 480 volts  
7 to 69,000 volt electrical work.

8 We received seven responses. They were scored  
9 and discussed in a public meeting in March of 2025.  
10 They were scored, and we are asking the Board to  
11 award continuing services contracts to the seven  
12 firms listed that scored a 90 out of 100 in that  
13 selection committee process. Also happy to note  
14 that there are several local firms that were  
15 included in this award recommendation.

16 So a little bit of additional detail, the work  
17 to these contractors will be awarded through a task  
18 work order authorization with a specific project  
19 scope and cost for each item of work awarded. The  
20 intent would be to award to the qualified firm and  
21 to kind of spread the work equally among the seven  
22 contracts that we're recommending for award today.

23 The next slide are just some pictures of the  
24 infrastructure that would be availed for these  
25 contractors. We have in the pictures moving from

1 left to right and top to bottom, there's a  
2 pad-mounted transformer, the installation of  
3 conduit for an electrical duct bank, electrical  
4 switch gear on the far top right side, a control  
5 cabinet on the bottom left, and then a circuit  
6 breaker on the bottom right.

7 That's all I have to report, Chair.

8 MADAM CHAIR YARBROUGH: All right. I have a  
9 question. So is there an outside limit on the  
10 contract --

11 MS. ZIEGLER: Mic.

12 MADAM CHAIR YARBROUGH: -- sorry. Is there an  
13 outside limit on the contract, fiscally? I mean,  
14 is there a cap? I know it's task work orders, so  
15 there's no specific dollar amount, but is there a  
16 cap on this at which point you would come back to  
17 us to amend to seek additional approval?

18 MS. FERRARO: We'd be following the District's  
19 procurement process for any of the awards. But,  
20 Tiffany, I don't want to put you on the spot, but  
21 can I defer to the District's chief contracting  
22 officer to help me answer that?

23 MS. KIMBALL: So these are construction  
24 contracts, so they would normally not have a cap.  
25 It would be based on budget, so -- but not project

1 specific, so if she -- if the electrical department  
2 had a project-specific project, we would be sending  
3 those out for separate bid, and those would be  
4 coming to you.

5 But if they're just daily operational tasks  
6 and --

7 MADAM CHAIR YARBROUGH: Maintenance; it's  
8 maintenance, right?

9 MS. KIMBALL: Exactly.

10 MADAM CHAIR YARBROUGH: Right. So you  
11 don't -- you don't put a cap on that at some point?

12 MS. KIMBALL: No.

13 MADAM CHAIR YARBROUGH: So how do we know --

14 MS. KOPELOUSOS: There's a certain amount in  
15 our budget for repairs.

16 MADAM CHAIR YARBROUGH: Okay.

17 MS. KOPELOUSOS: And so it would not go over  
18 that.

19 MADAM CHAIR YARBROUGH: But how do we know  
20 that, I guess, is what I'm asking?

21 MS. KOPELOUSOS: Because we -- we will not  
22 allow the task order to go forward. In our  
23 process, there are checks and balances, so the task  
24 order would not be allowed to go forward unless  
25 there's budget within the maintenance agreement to

1 do it.

2 MADAM CHAIR YARBROUGH: Okay. Okay. Well, we  
3 can -- we're learning -- we're learning --

4 MS. KOPELOUSOS: Yeah.

5 MADAM CHAIR YARBROUGH: -- but we'll talk  
6 about that. Okay.

7 MR. AUNGST: Madam Chair, and just to clarify,  
8 so my understanding is this is just a list of  
9 approved vendors is that -- that you can then  
10 select from. So this would be -- like, we did the  
11 civil engineers at the last meeting, or one of the  
12 prior meetings, these are the electrical engineers;  
13 is that right?

14 MS. FERRARO: These are construction firms for  
15 electrical contracting, that's correct.

16 MR. AUNGST: That you could -- that would  
17 be -- you would be allowed to choose to then come  
18 to us if you needed money, or if it was already in  
19 the budget, then you could use that money; is that  
20 correct?

21 MS. FERRARO: That's correct. So we've  
22 determined that they are qualified, and we have a  
23 rate sheet established with them for scopes of work  
24 that we would approach them for on a task order  
25 basis that would either be approved through the

1 budget or come to the Board at that requisite  
2 approval amount.

3 MS. KOPELOUSOS: There's still -- anything  
4 under that's approved for us to sign off on would  
5 come before the Board.

6 MADAM CHAIR YARBROUGH: Got it. Thank you.

7 Any other questions? No? Okay.

8 Seeing none, all in favor, aye.

9 THE BOARD: Aye.

10 MADAM CHAIR YARBROUGH: Any opposed? All  
11 right. Seeing none, motion passes. Thank you, and  
12 you're not the chief. You're very lucky.

13 Okay. Moving on to 7.2, which is a motion --  
14 do we have a motion to approve an award of a  
15 three-year contract for vehicle tire repair and  
16 maintenance services to Snyder Tire, Inc., with an  
17 approximate expenditure of 1.5?

18 MR. AUNGST: So moved.

19 MADAM CHAIR YARBROUGH: Second?

20 MS. ZIEGLER: Second.

21 MADAM CHAIR YARBROUGH: All right. Who is  
22 presenting this one? Again, Ms. Ferraro.

23 MS. FERRARO: Thank you, Chairman. A little  
24 bit of background on this award and recommendation  
25 to the Board from the utility division.

1           So this is also the result of the procurement  
2 process with the District's procurement team. A  
3 request for proposal was submitted for mechanics  
4 specializing in repair and maintenance of vehicle  
5 tires and tire stems for the District's solid waste  
6 utility fleet.

7           So the required scope of work, in addition to  
8 tires and tire stems, is also roadside assistance,  
9 disposal of those tires, and a technician on-site  
10 daily to respond to any required replacements or  
11 repairs. And the photo here is an example of one  
12 of 35 solid waste trucks that are in the District's  
13 solid waste fleet.

14           The proposal went out to the public in  
15 December 2024. Two bids were received, and they  
16 were evaluated in a formal selection committee  
17 public meeting in February of 2025. At this time,  
18 the utility division is recommending award of  
19 Contract C006740 with Snyder Tire, Inc. They are a  
20 firm in South Carolina. We did not receive any  
21 local bids on this scope of work.

22           We're looking for the contract period for  
23 April 1, 2025, through April 1, 2028. The annual  
24 amount is approximately one-half million dollars,  
25 for a contract total over a three-year time of

1           \$1,420,047. This is covered annually in the  
2           operating -- routine operating expense of the solid  
3           waste utility and will be approved by the Board  
4           annually through the utility budget.

5           MADAM CHAIR YARBROUGH: Any questions? None?  
6           All right. All in favor, aye.

7           THE BOARD: Aye.

8           MADAM CHAIR YARBROUGH: Any opposed? Seeing  
9           none, motion passes.

10          All right. Item 7.3, we have a motion -- do  
11          we have a motion to approve Change Order No. 7 to  
12          Contract C005704 with Reedy Creek Energy Services  
13          for additional engineering and construction support  
14          services for Phase II of the World Drive North  
15          Phase III project in the amount of \$1.2 million?

16          Do we have a motion?

17          MR. AUNGST: So moved.

18          MADAM CHAIR YARBROUGH: Second?

19          MS. ZIEGLER: Second.

20          MADAM CHAIR YARBROUGH: All right. Mr. Sandt,  
21          good morning. How are you, sir?

22          MR. SANDT: Good morning, Chairman Yarbrough,  
23          fellows members of the Board, District  
24          administration. Here to seek the approval for  
25          Change Order No. 7 for the Reedy Creek Energy



1 Services, Contract C005704, for additional  
2 engineering and construction support services of  
3 the World Drive North Phase II of the World Drive  
4 North Phase III project, \$1.2 million.

5 So these services are for -- they include  
6 submittal review, also -- submittal review, utility  
7 infrastructure inspection, welding inspection, RFI  
8 review in support for utility work associated with  
9 Phase II of the Phase III project. Also  
10 miscellaneous goods and ancillary professional  
11 services.

12 So you probably wondered, what is Phase II of  
13 the Phase III project? So I'm glad you're  
14 wondering that. So the exhibit real quick that you  
15 see up there on the left side where it says, "Begin  
16 project," that's basically the beginning of the  
17 Phase I of the Phase III project that goes up to  
18 just past roundabout two, which is the middle  
19 roundabout just around the Grand Floridian area,  
20 too.

21 Phase I was all the utility infrastructure  
22 underneath the ground, and then some also -- some  
23 temporary chore work in through there. Phase II of  
24 the Phase III is everything else: the utilities to  
25 the north of that roundabout all the way to the end

1 of the project, and all the roadway drainage and  
2 the roadway -- finishing the roadway.

3 So basically back in February 2003, the  
4 original request was put in and approved. Phase II  
5 was initiated back in November 2024 and approved by  
6 the Board. That authorization previously was 1.9  
7 million. This \$1.2 million request should finish  
8 us with the project of World Drive North Phase III,  
9 and there will be no change to the overall budget  
10 of the World Drive North Phase III project.

11 MADAM CHAIR YARBROUGH: Okay. Thank you,  
12 Mr. Sandt.

13 Any questions? Discussion? No? Okay.

14 All right. All in favor, aye.

15 THE BOARD: Aye.

16 MADAM CHAIR YARBROUGH: Any opposed? Motion  
17 passes. Thank you, Mr. Sandt.

18 MR. SANDT: Thank you.

19 MADAM CHAIR YARBROUGH: We are on to Item 7.4.  
20 Do we have a motion to approve authorizing the  
21 District Administrator to negotiate the terms of  
22 and execute an agreement with the Florida  
23 Department of Transportation to provide \$500,000 in  
24 District support for the Sunshine Corridor PD&E  
25 Study?

1 MS. ZIEGLER: So moved.

2 MADAM CHAIR YARBROUGH: Second?

3 MR. AUNGST: Second.

4 MADAM CHAIR YARBROUGH: Any discussion?

5 All in favor, aye.

6 THE BOARD: Aye.

7 MADAM CHAIR YARBROUGH: Any opposed?

8 Section 8, Public Hearing. Item 8.1, we have  
9 Resolution No. 671, adopting and enacting a new  
10 Epcot compilation of codes, 2024 edition.

11 The first item; Mr. Payne, would you please  
12 read this for us?

13 MR. PAYNE: Yes, Chair. It's Resolution  
14 No. 671, A resolution of the Board of Supervisors  
15 of the Central Florida Tourism Oversight District  
16 adopting and enacting a new Epcot compilation of  
17 codes, 2024 edition, which includes the  
18 accessibility code, the building code, the  
19 electrical code, the energy efficient code, the  
20 fuel gas code, the mechanical code, the plumbing  
21 code, the existing building code, the property  
22 maintenance code, and the residential code;  
23 providing for the repeal of the Epcot compilation  
24 of codes, 2018 edition; providing for codification,  
25 scrivener's error, severability, conflicts and an

1 effective date.

2 MADAM CHAIR YARBROUGH: Thank you, Mr. Payne.  
3 Do we have a motion to approve Resolution 671? Is  
4 that what -- 671?

5 MR. AUNGST: So moved.

6 MADAM CHAIR YARBROUGH: Second?

7 MS. ZIEGLER: Second.

8 MADAM CHAIR YARBROUGH: Any discussion? Oh,  
9 we can't discuss yet. Public comment, do we have  
10 any public comment?

11 Seeing none --

12 MR. PAYNE: I don't think we have any -- any  
13 speaker cards.

14 MADAM CHAIR YARBROUGH: -- any discussion?

15 All in favor, aye.

16 THE BOARD: Aye.

17 MADAM CHAIR YARBROUGH: Any opposed? All  
18 right. Motion passes.

19 We are now on to -- oh, Mr. Rodriguez might  
20 have wanted to say something. Sorry. I'll be  
21 honest, I'm new with the resolution process, so,  
22 sorry --

23 MS. KOPELOUSOS: Can I -- can I just make a  
24 comment? No, the -- they've been working on  
25 updating the Epcot code since 2018.

1           MADAM CHAIR YARBROUGH: It's a big deal.  
2           Would you like to tell us about it even though we  
3           voted on it?

4           MS. KOPELOUSOS: A lot has happened.

5           MADAM CHAIR YARBROUGH: It's my fault. I  
6           apologize.

7           MS. KOPELOUSOS: A lot has happened in that  
8           timeline, and they have worked diligently to make  
9           sure that's updated.

10          MADAM CHAIR YARBROUGH: Yes, I would like to  
11          hear about it. Go ahead. I know we voted, but go  
12          ahead. I actually talked to Mr. Payne before  
13          because I have not done a resolution -- presiding  
14          over a resolution process, so I knew I was going to  
15          mess it up. I spoke with Mr. Payne, and I still  
16          messed it up, so I apologize, sir. Go right ahead.

17          MR. RODRIGUEZ: Well, thank you, Madam Chair,  
18          and supervisors. As Stephanie mentioned, you know,  
19          we have been working on this quite a long time,  
20          since 2018, and a lot of things have happened since  
21          then.

22          You know, all building codes in the nation are  
23          all updated in intervals and usually keep the same  
24          base code. The first Epcot building code was  
25          published in 1970, and it was based off the 1967

1 south Florida building code.

2 And as it was updated throughout the years, it  
3 was updated to incorporate current technologies and  
4 current code philosophies. Well, this is the first  
5 time we'll be changing the base code to the 2023  
6 Florida Eighth Edition Building Code.

7 So it's a -- it's a big leap for us, and so we  
8 appreciate your consideration for this, and, yes,  
9 it's been a lot of work.

10 MADAM CHAIR YARBROUGH: It has been a lot of  
11 work.

12 MS. KOPELOUSOS: And his whole team has worked  
13 diligently to update it to make sure we're getting  
14 it right. I mean, as you know, safety is the  
15 utmost importance for everyone here on this  
16 property, and they do a great job at that. But I  
17 just want to thank -- it started before you became  
18 the building official, and you spearheaded it to  
19 completion, so thank you.

20 MADAM CHAIR YARBROUGH: Yes, thank you. Thank  
21 you. Any questions for him even though I know we  
22 voted?

23 MR. AUNGST: I just want to say thank you,  
24 great job.

25 MADAM CHAIR YARBROUGH: Really amazing. I

1 know some of us are learning still here, but I know  
2 what I've heard thus far, it's so impressive, the  
3 amount of work and effort that goes into our codes  
4 to make sure that all of our visitors are safe, and  
5 our structures are safe, and that we can maintain  
6 hurricane thresholds.

7 It's really impressive, and I can only  
8 imagine -- I've seen the volumes already. It's  
9 substantial. I know there has to have been so many  
10 hours and labor of love put into that, and we're  
11 just really appreciative, so thank you very much.

12 Anything else? No? Okay.

13 All right. Moving on to Item 8.2, another  
14 resolution. I'll try to get this one right,  
15 Mr. Payne.

16 Item -- Resolution No. 672, modifying the  
17 District's high temperature hot water utility rate  
18 for the remainder of fiscal year 2025.

19 Mr. Payne, would you please read Resolution  
20 No. 672?

21 MR. PAYNE: Yes, ma'am. And this is  
22 Resolution No. 672, A resolution of the Central  
23 Florida Tourism Oversight District modifying the  
24 District's high temperature hot water utility rate  
25 for the remainder of fiscal year 2025; and

1 providing for severability conflicts and an  
2 effective date.

3 MADAM CHAIR YARBROUGH: Okay. Do we have a  
4 motion to approve Resolution 672?

5 MS. ZIEGLER: So moved.

6 MADAM CHAIR YARBROUGH: Second?

7 MR. AUNGST: Second.

8 MADAM CHAIR YARBROUGH: Any comments from the  
9 public? Seeing none, Ms. Ferraro, would you please  
10 tell us about Resolution 672, ma'am?

11 MS. FERRARO: Yes. Just kind of talk you  
12 through this. This is one of the District's  
13 utilities, the high temperature hot water system.  
14 This is in the north part of the District's utility  
15 system, and is in our central energy plant.

16 So the rate for high temperature hot water was  
17 set by the Board in September of 2024, and it was  
18 set based on a utility cost base for this utility  
19 for fiscal '25 of \$4 million.

20 When we build the rate structure, we look at  
21 how much we're going to sell and the expenses, and  
22 we decide what that rate will be, and that's what  
23 the Board have approved.

24 However, in November of 2024, we replaced the  
25 primary meter at the District's Central Energy



1 Plant, the District's meter measuring volumes of  
2 hot water, and we found that that meter had, in  
3 fact, been slowing down for some period of time,  
4 and now we're getting a much higher volume being  
5 recognize through the metering system.

6 So much so that if we continue to collect at  
7 the current rate, we'll be over collected by almost  
8 60 percent at the end of year, realizing a revenue  
9 of over \$6 million against a \$4 million cost base.

10 So based on that need, we'd like to recommend  
11 a rate reduction, and it is significant because of  
12 the math associated with this. We're halfway  
13 through the year already, and we sell a lot of hot  
14 water in the winter. So the original rate set by  
15 the Board was just over \$53 per MMBTU, a million  
16 British thermal units, and we're recommending a  
17 reduction for the rest of fiscal '25 to \$14.09.

18 I do want to assure the Board that the  
19 District has always been made whole correctly for  
20 the expenses of this utility. Even if that meter  
21 was not accurate, we were still forecasting sales,  
22 and we were adjusting rates accordingly, so the  
23 rates were probably a little bit higher as that  
24 meter was slowing down.

25 Also we do have a large meter replacement

1 program planned for the utility division for all of  
2 the District's utilities to ensure that we have  
3 correct and accurate metering. So I do want to  
4 make sure that this will not be happening again.

5 So this is just the math associated with the  
6 budget request. We have volumes that we're  
7 forecasting now with our new metering equipment of  
8 over 116,000 metric BTUs per year, and that's the  
9 \$6.3 million in revenue that we previously  
10 discussed. When you back that through and you say  
11 we want to just land at \$4 million, we reduce the  
12 rate to \$14 for the remainder of this year to cover  
13 that.

14 So we had originally forecast about 74,000  
15 MMBTUs, and we're already at 58,000. So we've  
16 already realized about 80 percent of the volume in  
17 a half year that we expected for the full year.  
18 That's why the rate reduction is so low.

19 This rate will rebound next year as we  
20 build -- we do a base-up build every year on  
21 utility expenses and expect it to moderate kind of  
22 somewhere in the middle, right between that \$53 we  
23 were at, and the \$14 that we're at now. So when we  
24 get into the budget, you will see a significant  
25 increase this year.

1           The graph shown on the top right is a typical  
2           chart that we use to talk about rates year over  
3           year. That will become familiar in the budget  
4           conversations that we'll have. This just shows  
5           where we start in '25 and the mid-year adjustment,  
6           and there's a picture on the bottom right of just  
7           what the meter looks like. It's just a volume  
8           metric meter with a display, and the display  
9           finally failed, and that's why we -- it became  
10          urgent to change it.

11          And that's the end of my report on the hot  
12          water rate.

13          MADAM CHAIR YARBROUGH: Thank you. Any  
14          questions? Discussion?

15          All right. Seeing none, is there a motion --  
16          we have the motion. We're voting.

17          All in favor, aye.

18          THE BOARD: Aye.

19          MADAM CHAIR YARBROUGH: Obviously, I have a  
20          mental block on resolutions. Mr. Payne is going to  
21          give me a tutorial later. Thank you, Ms. Ferraro.

22          All right. We are through the end of our  
23          agenda, it looks like. Do we have any new  
24          business? Any member want to discuss anything?  
25          Ms. Kopelousos, nothing?

1 All right. Seeing none, we'll stand  
2 adjourned. The time is 11:00 a.m. Thanks,  
3 everybody, appreciate it.

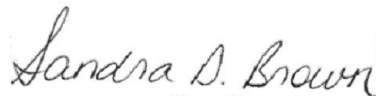
4 (The meeting concluded at 11:00 a.m.)  
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## C E R T I F I C A T E

STATE OF FLORIDA  
COUNTY OF ORANGE

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

Dated this 21st day of April, 2025.



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SANDRA D. BROWN  
FLORIDA PROFESSIONAL REPORTER

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< 0 >	< 6 >	ahead (3)	Assistant (1)
03 (1)	6 (1)	Alexis (1)	associated (3)
05 (1)	60 (1)	Allegiance (2)	assure (2)
< 1 >	671 (4)	allow (1)	attended (1)
1 (2)	672 (5)	allowed (3)	ATTENDEES (3)
1.5 (1)	69,000 (1)	allowing (2)	attention (3)
1.9 (1)	< 7 >	Alpha (2)	Aungst (11)
10:30 (2)	7 (2)	Alpha-7 (1)	authorization (2)
100 (1)	7.1 (2)	Alycia (1)	authorized (1)
11:00 (3)	7.2 (1)	amazing (1)	authorizing (1)
116,000 (1)	7.3 (1)	Amen (2)	availed (1)
15 (2)	7.4 (1)	amend (1)	avenues (1)
1900 (1)	74,000 (1)	America (1)	award (10)
1967 (1)	< 8 >	American (1)	awarded (3)
1970 (1)	8 (1)	amount (6)	awards (1)
< 2 >	8.1 (1)	Amphibian (2)	aware (2)
2 (1)	8.2 (1)	amphibious (1)	aye (14)
2000 (1)	80 (1)	Analysis (1)	< B >
2003 (1)	< 9 >	Analyst (1)	back (6)
2005 (1)	90 (1)	ancillary (1)	background (1)
2009 (1)	< A >	annual (1)	badge (1)
2018 (3)	a.m (5)	annually (2)	balances (1)
2022 (1)	able (4)	anointed (2)	Balliet (1)
2023 (1)	Access (1)	answer (1)	bank (1)
2024 (7)	accessibility (1)	Anybody (1)	base (4)
2025 (8)	accurate (2)	apart (1)	based (4)
2028 (1)	addition (2)	apologize (3)	base-up (1)
21st (1)	additional (4)	appeared (1)	basically (2)
25 (3)	address (2)	appears (1)	basis (1)
28 (1)	adjourned (1)	appointments (1)	Battalion (2)
28th (1)	adjusting (1)	appreciate (2)	beginning (1)
29:11 (1)	adjustment (1)	appreciative (1)	behavior (1)
295 (1)		approval (1)	believe (1)
		approval (3)	better (2)
		approve (8)	Bible (1)
		approved (7)	bid (1)
		approximate (1)	bids (2)
		approximately (1)	big (4)
		April (3)	

**billets** (1)  
**billows** (1)  
**bit** (5)  
**blank** (1)  
**blessed** (1)  
**blessing** (1)  
**blessings** (1)  
**block** (1)  
**BOARD** (25)  
**bottom** (4)  
**Boulevard** (1)  
**breaker** (1)  
**breakfast** (1)  
**Brian** (1)  
**Bridget** (1)  
**brief** (1)  
**briefly** (1)  
**bring** (3)  
**British** (1)  
**BROWN** (3)  
**BTUs** (1)  
**budget** (10)  
**Buena** (1)  
**build** (3)  
**Building** (12)  
**buildings** (2)  
**Business** (2)

## &lt; C &gt;

**C005704** (2)  
**C006740** (1)  
**cabinet** (1)  
**Cancer** (1)  
**candidate** (1)  
**cap** (4)  
**card** (1)  
**cards** (1)  
**care** (2)  
**Carolina** (1)  
**case** (1)  
**CENTRAL** (7)  
**ceremony** (1)  
**certain** (2)  
**certify** (1)  
**CFTOD** (3)  
**Chair** (65)  
**Chairman** (3)  
**Change** (4)  
**changing** (1)

**Chaplain** (6)  
**character** (2)  
**chart** (1)  
**checks** (1)  
**Chief** (14)  
**Chief/Fire** (1)  
**choose** (1)  
**chore** (1)  
**Chris** (1)  
**Christine** (2)  
**circuit** (1)  
**circumstances** (2)  
**civil** (1)  
**clarify** (1)  
**clear** (1)  
**Clerk** (1)  
**Code** (19)  
**codes** (5)  
**codification** (1)  
**collect** (1)  
**collected** (1)  
**College** (1)  
**combat** (2)  
**come** (4)  
**coming** (4)  
**command** (1)  
**commendations** (1)  
**comment** (5)  
**comments** (2)  
**committed** (1)  
**committee** (2)  
**Company** (1)  
**compilation** (3)  
**complaint** (1)  
**complete** (1)  
**completed** (2)  
**completion** (1)  
**concluded** (1)  
**conduit** (1)  
**confined** (1)  
**conflicts** (2)  
**consent** (4)  
**consideration** (1)  
**Construction** (6)  
**Consultant** (1)  
**continue** (3)  
**continuing** (4)  
**contract** (10)  
**Contracting** (3)

**contractors** (4)  
**contracts** (4)  
**control** (1)  
**conversations** (1)  
**cooler** (3)  
**Coordinator** (1)  
**corner** (1)  
**Corps** (2)  
**correct** (4)  
**correctly** (1)  
**Corridor** (1)  
**cost** (3)  
**Counsel** (1)  
**countless** (1)  
**country** (1)  
**County** (2)  
**couple** (1)  
**Court** (1)  
**cover** (1)  
**covered** (1)  
**Cox** (8)  
**Craig** (2)  
**credentials** (1)  
**Creek** (2)  
**Crikis** (1)  
**crown** (1)  
**current** (4)

## &lt; D &gt;

**daily** (2)  
**DATE** (3)  
**Dated** (1)  
**David** (3)  
**day** (1)  
**deal** (4)  
**December** (1)  
**decide** (1)  
**deeply** (1)  
**defer** (1)  
**Delivery** (1)  
**Department** (9)  
**deployed** (1)  
**Deputy** (4)  
**Despite** (1)  
**detail** (3)  
**determined** (1)  
**development** (1)  
**dialogue** (1)  
**Dicus** (1)

**different** (1)  
**difficult** (1)  
**diligently** (2)  
**directly** (2)  
**Director** (7)  
**discernment** (1)  
**disciplines** (1)  
**discouraging** (1)  
**discriminatory** (1)  
**discuss** (2)  
**discussed** (2)  
**discussion** (6)  
**discussions** (1)  
**display** (2)  
**disposal** (1)  
**disposed** (1)  
**distinguished** (1)  
**DISTRICT** (21)  
**District's** (13)  
**district-wide** (1)  
**divine** (2)  
**Division** (5)  
**doing** (3)  
**dollar** (1)  
**dollars** (1)  
**Douglas** (1)  
**drainage** (1)  
**drawing** (1)  
**Drive** (5)  
**drop** (1)  
**duct** (1)  
**Duncan** (1)

## &lt; E &gt;

**earned** (1)  
**Eddie** (1)  
**edition** (4)  
**Edwards** (1)  
**effective** (2)  
**effectively** (1)  
**efficient** (1)  
**efficiently** (1)  
**effort** (1)  
**Eighth** (1)  
**either** (1)  
**electrical** (11)  
**Ella** (1)  
**Emergency** (2)  
**employment** (2)

**enacting** (2)  
**Energy** (5)  
**Engineering** (3)  
**engineers** (2)  
**ensure** (1)  
**Environmental** (1)  
**Epcot** (8)  
**equally** (1)  
**equipment** (1)  
**Eric** (1)  
**error** (1)  
**Esquire** (1)  
**established** (1)  
**evaluated** (1)  
**event** (2)  
**everybody** (2)  
**evil** (2)  
**Exactly** (1)  
**example** (1)  
**exceed** (1)  
**excited** (1)  
**execute** (1)  
**Executive** (1)  
**exhibit** (1)  
**existing** (1)  
**expanded** (1)  
**expect** (1)  
**expected** (1)  
**expenditure** (1)  
**expense** (1)  
**expenses** (3)  
**External** (1)

## &lt; F &gt;

**face** (1)  
**Facilities** (1)  
**fact** (1)  
**failed** (1)  
**familiar** (1)  
**families** (1)  
**famous** (2)  
**far** (2)  
**Father** (1)  
**fault** (1)  
**favor** (7)  
**February** (2)  
**feel** (1)  
**feet** (1)  
**fellows** (1)

**Fernandez** (1)  
**Ferrari** (3)  
**Ferraro** (17)  
**Field** (2)  
**fight** (1)  
**finally** (1)  
**Finance** (1)  
**Financial** (1)  
**find** (1)  
**finish** (1)  
**finishing** (1)  
**Fire** (13)  
**firm** (2)  
**firms** (3)  
**First** (7)  
**fiscal** (4)  
**fiscally** (1)  
**five-year** (1)  
**flag** (1)  
**fleet** (2)  
**FLORIDA** (16)  
**Floridian** (1)  
**following** (1)  
**forced** (1)  
**Forces** (1)  
**forecast** (1)  
**forecasting** (2)  
**foregoing** (1)  
**formal** (2)  
**forward** (2)  
**found** (1)  
**Fourth** (1)  
**FPR** (1)  
**freely** (1)  
**fuel** (1)  
**full** (1)  
**further** (1)  
**future** (1)

## &lt; G &gt;

**Gas** (2)  
**gear** (1)  
**General** (2)  
**Generalist** (1)  
**getting** (2)  
**Gilbert** (1)  
**give** (9)  
**given** (2)  
**glad** (1)

**go** (7)  
**God** (5)  
**goes** (3)  
**going** (6)  
**gold** (1)  
**Goliath** (2)  
**Good** (16)  
**goods** (1)  
**govern** (1)  
**Governor** (1)  
**gracious** (1)  
**Grand** (1)  
**graph** (1)  
**grateful** (2)  
**great** (5)  
**ground** (1)  
**guess** (1)  
**guests** (1)

## &lt; H &gt;

**Hagans** (1)  
**half** (1)  
**halfway** (1)  
**handled** (1)  
**happened** (5)  
**happening** (1)  
**happy** (1)  
**harm's** (1)  
**hazardous** (1)  
**head** (1)  
**hear** (3)  
**heard** (1)  
**Hearing** (1)  
**Heavenly** (1)  
**Heidi** (1)  
**held** (1)  
**help** (2)  
**helped** (1)  
**Henley** (1)  
**Hernandez** (1)  
**Herrick** (1)  
**Hickey** (1)  
**Higginbotham** (1)  
**high** (5)  
**higher** (2)  
**history** (1)  
**hit** (1)  
**Holly** (1)  
**honest** (1)

**honestly** (1)  
**honorable** (1)  
**hope** (1)  
**horror** (1)  
**hot** (7)  
**Hotel** (1)  
**hours** (1)  
**Human** (3)  
**hurricane** (1)

## &lt; I &gt;

**II** (7)  
**III** (9)  
**imagine** (1)  
**importance** (1)  
**impressive** (2)  
**Incident** (1)  
**include** (1)  
**included** (1)  
**includes** (1)  
**including** (3)  
**incorporate** (1)  
**increase** (1)  
**indivisible** (1)  
**Information** (1)  
**infrastructure** (3)  
**initiated** (1)  
**insight** (1)  
**inspection** (2)  
**Inspector** (1)  
**installation** (1)  
**institute** (1)  
**Instructor** (1)  
**intend** (1)  
**intended** (1)  
**intent** (1)  
**intervals** (1)  
**invocation** (1)  
**Israel** (6)  
**issue** (1)  
**issued** (1)  
**item** (8)  
**items** (1)

## &lt; J &gt;

**Jason** (1)  
**Jennifer** (1)  
**Jeremiah** (1)  
**Jesus** (1)



<b>job</b> (3)	<b>low</b> (2)	<b>Mike</b> (1)	<b>Okay</b> (13)
<b>Joel</b> (1)	<b>lucky</b> (1)	<b>military</b> (1)	<b>old</b> (1)
<b>Joey</b> (2)	<b>Luetzow</b> (1)	<b>million</b> (11)	<b>one-half</b> (1)
<b>John</b> (1)		<b>Mills</b> (1)	<b>on-site</b> (1)
<b>Jonathan</b> (3)	<b>&lt; M &gt;</b>	<b>minutes</b> (1)	<b>operating</b> (2)
<b>Jr</b> (1)	<b>ma'am</b> (4)	<b>miscellaneous</b> (1)	<b>Operational</b> (3)
<b>justice</b> (1)	<b>machinery</b> (1)	<b>MMBTU</b> (1)	<b>operations</b> (3)
	<b>MADAM</b> (58)	<b>MMBTUs</b> (1)	<b>opportunities</b> (1)
<b>&lt; K &gt;</b>	<b>maintain</b> (1)	<b>moderate</b> (1)	<b>opportunity</b> (3)
<b>Katherine</b> (1)	<b>Maintenance</b> (6)	<b>modifying</b> (2)	<b>opposed</b> (6)
<b>keep</b> (2)	<b>Management</b> (2)	<b>molded</b> (2)	<b>ORANGE</b> (1)
<b>kill</b> (1)	<b>Manager</b> (6)	<b>moment</b> (1)	<b>orchestrate</b> (1)
<b>Kimball</b> (4)	<b>Manager/Chief</b> (2)	<b>money</b> (3)	<b>orchestrated</b> (1)
<b>kind</b> (3)	<b>March</b> (3)	<b>morning</b> (15)	<b>order</b> (6)
<b>King</b> (10)	<b>Marine</b> (3)	<b>motion</b> (18)	<b>orders</b> (1)
<b>knew</b> (1)	<b>mark</b> (1)	<b>moved</b> (7)	<b>original</b> (2)
<b>know</b> (14)	<b>Marshal</b> (1)	<b>Moving</b> (6)	<b>originally</b> (1)
<b>Kopelousos</b> (17)	<b>Mary</b> (1)	<b>multiple</b> (2)	<b>outside</b> (2)
	<b>materials</b> (1)	<b>&lt; N &gt;</b>	<b>overall</b> (1)
<b>&lt; L &gt;</b>	<b>math</b> (2)	<b>name</b> (3)	<b>OVERSIGHT</b> (5)
<b>labor</b> (1)	<b>Matthew</b> (1)	<b>nation</b> (2)	<b>&lt; P &gt;</b>
<b>Lake</b> (1)	<b>Maxwell</b> (2)	<b>national</b> (1)	<b>pad-mounted</b> (1)
<b>land</b> (1)	<b>mean</b> (3)	<b>Naylor</b> (1)	<b>pardon</b> (1)
<b>Large</b> (3)	<b>measuring</b> (1)	<b>need</b> (3)	<b>park</b> (1)
<b>law</b> (1)	<b>mechanical</b> (1)	<b>needed</b> (2)	<b>part</b> (3)
<b>lead</b> (1)	<b>mechanics</b> (1)	<b>negotiate</b> (1)	<b>partnership</b> (1)
<b>leader</b> (1)	<b>mechanized</b> (1)	<b>new</b> (5)	<b>passes</b> (5)
<b>leaders</b> (1)	<b>media</b> (1)	<b>news</b> (1)	<b>passionately</b> (1)
<b>leadership</b> (2)	<b>medium</b> (2)	<b>nine</b> (2)	<b>Payne</b> (16)
<b>leads</b> (1)	<b>meet</b> (2)	<b>non-commissioned</b> (1)	<b>PD&amp;E</b> (1)
<b>leap</b> (1)	<b>MEETING</b> (6)	<b>normally</b> (1)	<b>people</b> (3)
<b>learning</b> (3)	<b>meetings</b> (1)	<b>North</b> (7)	<b>percent</b> (2)
<b>left</b> (3)	<b>member</b> (2)	<b>Notary</b> (1)	<b>performance</b> (1)
<b>length</b> (1)	<b>MEMBERS</b> (4)	<b>note</b> (1)	<b>period</b> (2)
<b>liberty</b> (1)	<b>memorized</b> (1)	<b>notes</b> (1)	<b>petitions</b> (1)
<b>life</b> (4)	<b>men</b> (2)	<b>noticed</b> (1)	<b>Phase</b> (16)
<b>limit</b> (2)	<b>mental</b> (1)	<b>November</b> (2)	<b>Phil</b> (1)
<b>list</b> (1)	<b>mentioned</b> (1)	<b>&lt; O &gt;</b>	<b>philosophies</b> (1)
<b>listed</b> (1)	<b>merit</b> (1)	<b>Oberly</b> (1)	<b>photo</b> (1)
<b>little</b> (5)	<b>mess</b> (1)	<b>Obviously</b> (1)	<b>picture</b> (1)
<b>local</b> (3)	<b>messed</b> (1)	<b>occurred</b> (1)	<b>pictures</b> (2)
<b>LOCATION</b> (1)	<b>met</b> (2)	<b>occurs</b> (1)	<b>place</b> (1)
<b>logistics</b> (1)	<b>meter</b> (8)	<b>offered</b> (1)	<b>planned</b> (1)
<b>long</b> (1)	<b>metering</b> (3)	<b>office</b> (2)	<b>Planning</b> (1)
<b>look</b> (1)	<b>metric</b> (2)	<b>Officer</b> (6)	<b>plans</b> (3)
<b>looking</b> (1)	<b>mic</b> (2)	<b>Official</b> (3)	<b>plant</b> (2)
<b>looks</b> (2)	<b>Michele</b> (1)	<b>Oh</b> (4)	<b>Platoon</b> (3)
<b>lot</b> (9)	<b>middle</b> (2)		<b>Plaza</b> (1)
<b>love</b> (1)	<b>mid-year</b> (1)		

<p> <b>please</b> (4)  <b>Pledge</b> (3)  <b>plumbing</b> (1)  <b>point</b> (2)  <b>position</b> (2)  <b>Powell</b> (1)  <b>pray</b> (2)  <b>preference</b> (2)  <b>preliminary</b> (1)  <b>prepare</b> (1)  <b>prepared</b> (1)  <b>PRESENT</b> (2)  <b>presenting</b> (1)  <b>presiding</b> (1)  <b>previously</b> (2)  <b>primary</b> (1)  <b>Principal</b> (2)  <b>prior</b> (1)  <b>probably</b> (4)  <b>proceedings</b> (1)  <b>process</b> (8)  <b>procurement</b> (4)  <b>Professional</b> (4)  <b>program</b> (1)  <b>project</b> (12)  <b>project-specific</b> (1)  <b>promoted</b> (1)  <b>promotion</b> (2)  <b>promotional</b> (2)  <b>promotions</b> (1)  <b>properly</b> (1)  <b>property</b> (2)  <b>Prophet</b> (1)  <b>proposal</b> (2)  <b>protected</b> (1)  <b>provide</b> (1)  <b>providing</b> (3)  <b>Public</b> (14)  <b>published</b> (1)  <b>pull</b> (1)  <b>pursue</b> (1)  <b>put</b> (6)    <b>&lt; Q &gt;</b>  <b>qualifications</b> (1)  <b>qualified</b> (2)  <b>question</b> (1)  <b>questions</b> (7)  <b>quick</b> (1) </p>	<p> <b>quickly</b> (3)  <b>quite</b> (1)  <b>quorum</b> (1)    <b>&lt; R &gt;</b>  <b>raise</b> (1)  <b>rate</b> (13)  <b>rates</b> (3)  <b>RCES</b> (2)  <b>read</b> (3)  <b>real</b> (1)  <b>realized</b> (1)  <b>realizing</b> (1)  <b>really</b> (4)  <b>reason</b> (1)  <b>rebound</b> (1)  <b>receive</b> (2)  <b>received</b> (3)  <b>recognition</b> (2)  <b>recognize</b> (1)  <b>recommend</b> (1)  <b>recommendation</b> (2)  <b>recommending</b> (3)  <b>record</b> (2)  <b>reduce</b> (1)  <b>reduction</b> (3)  <b>Reedy</b> (2)  <b>Regimental</b> (1)  <b>relate</b> (1)  <b>Relay</b> (1)  <b>remainder</b> (3)  <b>repair</b> (2)  <b>repairs</b> (2)  <b>repeal</b> (1)  <b>repeat</b> (1)  <b>replaced</b> (1)  <b>replacement</b> (1)  <b>replacements</b> (1)  <b>report</b> (3)  <b>REPORTED</b> (1)  <b>Reporter</b> (3)  <b>Reporting</b> (1)  <b>Reports</b> (1)  <b>representative</b> (1)  <b>Republic</b> (1)  <b>request</b> (5)  <b>require</b> (1)  <b>required</b> (2)  <b>requisite</b> (1) </p>	<p> <b>rescue</b> (3)  <b>residential</b> (1)  <b>Resolution</b> (14)  <b>resolutions</b> (1)  <b>Resources</b> (3)  <b>respond</b> (1)  <b>responded</b> (2)  <b>response</b> (1)  <b>responses</b> (1)  <b>rest</b> (1)  <b>result</b> (1)  <b>revenue</b> (2)  <b>review</b> (3)  <b>RFI</b> (1)  <b>Rick</b> (1)  <b>right</b> (34)  <b>road</b> (1)  <b>roadside</b> (1)  <b>roadway</b> (3)  <b>Rodriguez</b> (3)  <b>RODRUGUEZ</b> (1)  <b>Roger</b> (1)  <b>roles</b> (1)  <b>Ron</b> (1)  <b>room</b> (1)  <b>Rope</b> (1)  <b>roundabout</b> (3)  <b>routine</b> (1)  <b>Roy</b> (1)  <b>running</b> (1)    <b>&lt; S &gt;</b>  <b>safe</b> (2)  <b>Safety</b> (6)  <b>sales</b> (1)  <b>Samarth</b> (1)  <b>Samuel</b> (1)  <b>SANDRA</b> (3)  <b>Sandt</b> (7)  <b>Saturday</b> (2)  <b>Saul</b> (1)  <b>saw</b> (2)  <b>says</b> (2)  <b>Sciences</b> (1)  <b>scope</b> (3)  <b>scopes</b> (1)  <b>scored</b> (3)  <b>Scott</b> (1)  <b>scrivener's</b> (1) </p>	<p> <b>Second</b> (15)  <b>section</b> (6)  <b>Security</b> (2)  <b>see</b> (5)  <b>Seeing</b> (9)  <b>seek</b> (2)  <b>seen</b> (1)  <b>select</b> (1)  <b>selected</b> (1)  <b>selection</b> (2)  <b>sell</b> (2)  <b>Seminole</b> (1)  <b>sending</b> (1)  <b>Senior</b> (1)  <b>separate</b> (1)  <b>separating</b> (1)  <b>September</b> (1)  <b>sergeant</b> (1)  <b>served</b> (1)  <b>Service</b> (8)  <b>services</b> (12)  <b>set</b> (3)  <b>seven</b> (4)  <b>severability</b> (2)  <b>shaped</b> (1)  <b>share</b> (4)  <b>sheet</b> (1)  <b>shown</b> (1)  <b>shows</b> (1)  <b>side</b> (2)  <b>sign</b> (1)  <b>significant</b> (2)  <b>sir</b> (6)  <b>situation</b> (2)  <b>six</b> (1)  <b>skyliner</b> (1)  <b>slide</b> (1)  <b>slowing</b> (2)  <b>Smith</b> (1)  <b>smoke</b> (1)  <b>Snyder</b> (2)  <b>Society</b> (2)  <b>solid</b> (4)  <b>sorry</b> (8)  <b>sounds</b> (1)  <b>South</b> (2)  <b>space</b> (1)  <b>speak</b> (2)  <b>speaker</b> (2) </p>
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<b>SPEAKERS</b> (2)	<b>talk</b> (4)	<b>trucks</b> (1)	<b>Wastewater</b> (1)
<b>spearheaded</b> (1)	<b>talked</b> (2)	<b>true</b> (1)	<b>Water</b> (11)
<b>Special</b> (2)	<b>Tanya</b> (1)	<b>try</b> (2)	<b>way</b> (3)
<b>specialized</b> (1)	<b>task</b> (7)	<b>trying</b> (1)	<b>week</b> (1)
<b>specializing</b> (1)	<b>tasks</b> (1)	<b>tutorial</b> (1)	<b>weeks</b> (1)
<b>specific</b> (3)	<b>Team</b> (11)	<b>two</b> (3)	<b>Welcome</b> (2)
<b>Spence</b> (5)	<b>Technical</b> (2)	<b>typical</b> (1)	<b>welding</b> (1)
<b>spent</b> (1)	<b>technician</b> (1)	< U >	<b>well</b> (8)
<b>spoke</b> (1)	<b>Technicians</b> (1)	<b>underneath</b> (1)	<b>Wendy</b> (1)
<b>spoken</b> (1)	<b>technologies</b> (1)	<b>understanding</b> (1)	<b>went</b> (1)
<b>spot</b> (1)	<b>tell</b> (2)	<b>unique</b> (1)	<b>We're</b> (20)
<b>SPRAT</b> (1)	<b>temperature</b> (4)	<b>United</b> (1)	<b>we've</b> (3)
<b>spread</b> (1)	<b>temporary</b> (1)	<b>units</b> (1)	<b>whatsoever</b> (2)
<b>STAFF</b> (1)	<b>ten</b> (1)	<b>update</b> (2)	<b>wife's</b> (1)
<b>stand</b> (1)	<b>terms</b> (1)	<b>updated</b> (4)	<b>winter</b> (1)
<b>stands</b> (1)	<b>thank</b> (26)	<b>updating</b> (1)	<b>wisdom</b> (2)
<b>start</b> (3)	<b>thankful</b> (2)	<b>urgent</b> (1)	<b>women</b> (2)
<b>started</b> (1)	<b>Thanks</b> (1)	<b>use</b> (2)	<b>wondered</b> (1)
<b>State</b> (2)	<b>thermal</b> (1)	<b>usually</b> (1)	<b>wondering</b> (1)
<b>stated</b> (1)	<b>things</b> (6)	<b>utilities</b> (3)	<b>work</b> (16)
<b>statement</b> (1)	<b>think</b> (1)	<b>utility</b> (17)	<b>worked</b> (2)
<b>States</b> (1)	<b>Thomas</b> (1)	<b>utmost</b> (1)	<b>working</b> (2)
<b>station</b> (1)	<b>thought</b> (1)	< V >	<b>Workman</b> (1)
<b>Statute</b> (1)	<b>three</b> (1)	<b>variety</b> (1)	<b>World</b> (5)
<b>stems</b> (2)	<b>three-year</b> (4)	<b>various</b> (1)	< Y >
<b>stenographic</b> (1)	<b>thresholds</b> (1)	<b>vehicle</b> (3)	<b>y'all</b> (1)
<b>stenographically</b> (1)	<b>throne</b> (2)	<b>vendors</b> (1)	<b>Yarbrough</b> (58)
<b>Stephanie</b> (5)	<b>Tiffany</b> (2)	<b>verse</b> (2)	<b>Yeah</b> (1)
<b>steps</b> (3)	<b>TIME</b> (12)	<b>veterans</b> (4)	<b>year</b> (14)
<b>structure</b> (1)	<b>timeline</b> (1)	<b>violation</b> (1)	<b>years</b> (6)
<b>structures</b> (2)	<b>tire</b> (5)	<b>visible</b> (1)	<b>Yenni</b> (1)
<b>Study</b> (1)	<b>tires</b> (3)	<b>visitors</b> (1)	<b>yesterday</b> (1)
<b>submittal</b> (2)	<b>Today</b> (5)	<b>Vista</b> (1)	<b>you-all</b> (1)
<b>submitted</b> (1)	<b>told</b> (1)	<b>volt</b> (1)	< Z >
<b>substantial</b> (1)	<b>top</b> (3)	<b>voltage</b> (2)	<b>Ziegler</b> (9)
<b>successful</b> (1)	<b>topic</b> (1)	<b>volts</b> (1)	<b>Zupa</b> (1)
<b>Sunshine</b> (1)	<b>top-ranked</b> (1)	<b>volume</b> (3)	
<b>superior</b> (1)	<b>total</b> (1)	<b>volumes</b> (3)	
<b>SUPERVISORS</b> (5)	<b>TOURISM</b> (5)	<b>voted</b> (3)	
<b>Support</b> (5)	<b>tours</b> (1)	<b>voting</b> (1)	
<b>sure</b> (5)	<b>training</b> (2)	< W >	
<b>surface</b> (1)	<b>transcript</b> (1)	<b>walk-in</b> (2)	
<b>Susan</b> (1)	<b>transformer</b> (1)	<b>want</b> (13)	
<b>switch</b> (1)	<b>Transportation</b> (1)	<b>wanted</b> (5)	
<b>system</b> (3)	<b>treatment</b> (1)	<b>wants</b> (1)	
<b>Systems</b> (1)	<b>tremendous</b> (1)	<b>waste</b> (4)	
< T >	<b>trials</b> (1)		
<b>TAKEN</b> (2)	<b>tribulations</b> (1)		
	<b>truck</b> (1)		

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 04/25/2025

Subject: EPCOT Center Drive Sign Structure Replacement

Presented By: Craig Sandt, Principal Construction Manager

Department: Public Works

**STAFF RECOMMENDATION (Motion Ready):** Approve Agenda Item #7.1 awarding Contract #C006571 for the EPCOT Center Drive sign structure replacements to Hubbard Construction Company and authorize the District Administrator to execute the contract in the amount of \$2,260,070, plus 10% contingency for a total amount of \$2,486,077.

**RELEVANT STRATEGIC GOALS:** Quality of Place

**PROOF OF PUBLICATION:** Bid released to the public: January 15, 2025

**BACKGROUND:** The EPCOT Center Drive sign structure replacement project encompasses critical roadway improvements and safety upgrades, including the following:

- Erosion and Sedimentation Control
- Temporary Traffic Control/Maintenance of Traffic (TTC/MOT)
- Guardrail & GR Pad Removal & Replacement
- Concrete Drilled Shaft Foundation Installations
- Existing Sign Structure Removal and Installation of New Overhead Signs
- Removal & Replacement of overhead Type G Guide Signage
- Rehabilitation and Maintenance of Existing Sign Structures

Scope of Work:

The project includes the following locations:

- Sign Structure Replacement – EPCOT Center Drive
- Directional Sign Replacement – Multiple locations along southbound World Drive, eastbound and westbound Osceola Parkway, and westbound Western Way.

The proposed upgrades aim to enhance roadway wayfinding and safety, comply with current standards, and ensure the longevity of the infrastructure.

**FINDINGS AND CONCLUSIONS:** On January 15, 2025, Invitation to Bid #C006571 was released for the construction of the EPCOT Center Drive Sign Structure Replacement Project. A total of three (3) bids were received as follows:

Contractor	Location	Base Bid Amount	Project Total W/Alternates
Hubbard Construction Company	Winter Park, Florida	\$1,501,470.00	\$2,260,070.00
Watson Civil Construction, Inc.	St. Augustine, Florida	\$1,809,000.00	\$2,218,840.00
Superior Asphalt, Inc.	Bradenton, Florida	\$2,528,425.00	\$3,111,125.00

The basis of award for this project was the base bid amount. The District has elected to accept all bid alternates within the proposal, as the Planning and Engineering planned work budget allows. Hubbard Construction Company was the most responsive bidder.

The Public Works Department is requesting approval for Contract #C006571: EPCOT Center Drive Sign Structure Replacement project with Hubbard Construction Company in the amount of \$2,260,070 plus 10% contingency for a total amount of \$2,486,077.

**FISCAL IMPACT:** The total cost of the EPCOT Center Drive Sign Structure Replacement Project is \$2,260,070. This expenditure is fully funded through the Planning and Engineering planned work budget under project codes 25RDS007 and 192-001-5307829-541.

**PROCUREMENT REVIEW:** This contract has been reviewed and approved for compliance with the District's procurement policies.

**LEGAL REVIEW:** This agenda item has been reviewed by the District's General Counsel.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

Contract #C006571



## EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT

**Agreement: C006571**

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### **PROJECT MANUAL**

### **ISSUED FOR CONSTRUCTION**

**Date of Issuance: April 25, 2025**

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<b>Owner:</b>	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
<b>Owner's Representative:</b>	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
<b>Engineer/Architect of Record:</b>	HNTB Corp. Professional Services Ind., Inc. ET AL
<b>Contractor:</b>	Hubbard Construction Company 1936 Lee Road Winter Park, Florida 32789

## 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:

### EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT ISSUED FOR CONSTRUCTION

Contract Number: C006571

#### CONTRACT DOCUMENTS

Agreement (Lump Sum)

- Exhibit A – Project Description and List of Contract Documents
- Exhibit B – Project Milestone Schedule
- Exhibit C – Recap of Contract Sum
- Exhibit D – Pending Alternates
- Exhibit E – Unit Price Schedule

Special Contract Conditions

General Conditions of the Contract for Construction

Payment Bond

Performance Bond

Consent of Surety for Partial Payment Application

Dual Obligatee 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 EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT, revised January 13, 2025. 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 EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT, revised January 13, 2025. All specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

<b>END OF TABLE OF CONTENTS - PROJECT MANUAL</b>
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**EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT  
LUMP SUM AGREEMENT**

THIS AGREEMENT, made effective as of April 25, 2025, 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 **Hubbard Construction Company** (herein referred to as the “Contractor”), whose mailing address is 1936 Lee Road, Winter Park, Florida 32789.

**W I T N E S S E T H**

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid (“ITB”) No. C006571 on January 15, 2025, for EPCOT Center Drive Sign Structure Replacement;

WHEREAS, three (3) bidders responded, and Hubbard Construction Company 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/Engineers for the Project (herein referred to as the "A/E") are: HNTB Corp. and Professional Services Ind., Inc.

#### **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 280 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 **250 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 **280 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 **TWO MILLION, FOUR HUNDRED EIGHT-SIX THOUSAND, SEVENTY-SEVEN AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,486,077.00)**, (herein referred to as the "Contract Sum") to cover the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor. The Contract Sum includes a ten percent (10%) Contingency in the amount of \$22,007.00 as itemized in Exhibit C.

## **Article 7 APPLICATIONS FOR PAYMENT**

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

## **Article 8 PROGRESS PAYMENTS AND FINAL PAYMENT OF THE CONTRACT SUM**

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

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

8.3. Return of Funds. Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Owner of the overpayment.

## **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 sum of **\$1,000.00** 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.

9.3. The Contractor warrants all labor, materials, and equipment furnished under the agreement are of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee the Work shall be free from any defects in workmanship for a period of not less than ONE (1) year from the date of final completion. The Contractor shall guarantee the materials provided shall be free from any defects for: (a) ONE (1) year from the date of final completion; or (b) the period of warranty provided by the manufacturer which is FIVE (5) years. The Owner may withhold final payment until the Contractor provides complete written manufacturers' warranties to the Owner's Representative at the end of the project.

### **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](mailto: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  
NO WAIVER OF SOVEREIGN IMMUNITY**

15.1. Nothing in this Agreement operates as a waiver of District's sovereign immunity or any rights or limits of liability existing under Florida law. District's indemnity obligations herein are limited to the financial limitations provided in F.S. Section 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract or any other theory of law and shall not extend to any loss, cost, damage, claim or expense resulting from the acts or negligence of the Contractor. These terms shall survive the termination of this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by statute of limitations.

**Article 16  
SCRUTINIZED COMPANIES**

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

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 goods or services pursuant to Section 287.135, Florida Statutes 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 described 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.

#### Article 17 PUBLIC CONSTRUCTION BOND

17.1. The Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 for the Total Contract Sum Amount of **TWO MILLION, TWO HUNDRED SIXTY THOUSAND, SEVENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,260,070.00)** as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. Bond must be recorded in the county where the project is located, which is Orange or Osceola County, Florida.

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:  
**HUBBARD CONSTRUCTION COMPANY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Alexis Yarbrough

Print Name: \_\_\_\_\_

Title: Chairman of the Board of Supervisors

Title: \_\_\_\_\_

Date: April 25, 2025

Date: \_\_\_\_\_



**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006571**

I. Project Description

The Project is briefly described as follows:

**SECTION 1. SCOPE OF SERVICES OVERVIEW**

The scope of work for the Epcot Center Drive sign structure replacement includes, but is not limited to, maintenance of traffic/lane closures/detours, erosion and sedimentation control, guardrail removal and replacement, concrete drilled shaft foundations, existing sign structure removal and replacements and installation of new overhead signs. The scope of work also includes Bid Alternates related to property wide removal and replacement of overhead guide signs, as well as some rehabilitation and maintenance work to existing sign structures. Contractor shall refer to the plans and specifications for the full scope of work.

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 EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT, and revised January 13, 2025. 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 EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT, and revised January 13, 2025. 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, 1 pages
- D. Exhibit B, Project Milestone Schedule, 1 page
- E. Exhibit C, Recap of Contract Sum, 5 pages
- F. Exhibit D, Pending Alternates, 1 page
- G. Exhibit E, Unit Price Schedule, 1 page
- H. Special Contract Conditions, June 2023 Ed., 15 pages
- I. General Conditions of the Contract for Construction, including table of contents, February 2025 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 Obligatee 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 F, 9 pages
- S. Punch List (SAMPLE), 1 page
- T. Specification Section 00850 - List of Drawings and Specifications, 3 pages

**End of Exhibit A**

**EXHIBIT B**  
**PROJECT MILESTONE SCHEDULE**  
**Contract No.: C006571**

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	250 Days from Notice-to-Proceed
Final Completion	Day 250	280 Days from Notice-to-Proceed

**End of Exhibit B**



**EXHIBIT C**  
**RECAP OF CONTRACT SUM**  
**Contract No.: C006571**

The Contract Sum of \$2,486,077.00 is based on the Contractor's proposed Base Bid, Allowance #1, Alternates #1 - #15, and a Contingency of 10% as itemized below.

Item	Section	Description	UOM	QTY	Unit Price	Line Total
1	GENERAL CONDITIONS	Permits and Fees	LS	1	\$16,000.00	\$16,000.00
2		Performance and Payment Bonds	LS	1	\$6,500.00	\$6,500.00
3		Project Management	MO	9	\$15,200.00	\$136,800.00
4		Monthly Schedule Updates	MO	9	\$1,130.00	\$10,170.00
5		Submittals and Shop Drawings	LS	1	\$28,540.00	\$28,540.00
6		Daily Reporting	MO	9	\$1,340.00	\$12,060.00
7		Mobilization and Demobilization	LS	1	\$150,000.00	\$150,000.00
8		Field Coordination and Layout	MO	9	\$2,050.00	\$18,450.00
9		Erosion and Sedimentation Control	LS	1	\$10,540.00	\$10,540.00
10		Site Stabilization (Sodding)	LS	1	\$14,920.00	\$14,920.00
11		Maintenance of Traffic (MOT)	MO	9	\$21,220.00	\$190,980.00
12		Record Drawings	MO	9	\$1,170.00	\$10,530.00
13	ROADWAYS	Misc. Asphalt	LS	1	\$20,030.00	\$20,030.00
14		Existing Guardrail Demo & Removal	LS	1	\$23,200.00	\$23,200.00
15		Guardrail	LS	1	\$45,800.00	\$45,800.00
16		Grading & Earthwork	LS	1	\$11,140.00	\$11,140.00
17	SIGNAGE	Existing Overhead Sign Demo & Removal	LS	1	\$17,900.00	\$17,900.00
18		Existing Overhead Sign Foundation Demo	LS	1	\$25,260.00	\$25,260.00
19		Drill Shaft Foundations - OHS-1	LS	1	\$116,710.00	\$116,710.00
20		Drill Shaft Foundations - OHS-2	LS	1	\$94,600.00	\$94,600.00
21		OHS-1 Structure Fabrication and Installation	LS	1	\$246,260.00	\$246,260.00
22		OHS-2 Structure Fabrication and Installation	LS	1	\$204,820.00	\$204,820.00
23		OHS-1 Sign Fabrication and Installation	LS	1	\$32,630.00	\$32,630.00
24		OHS-2 Sign Fabrication and Installation	LS	1	\$32,630.00	\$32,630.00
25	ALLOWANCES	Allowance #1: Secondary Utility Locates	LS	1	\$25,000.00	\$25,000.00
<b>Base Bid Total (including Allowance #1)</b>						<b>\$1,501,470.00</b>
<b>Alternates 1-15 Total*</b>						<b>\$758,600.00</b>
<b>Base Bid and Alternates</b>						<b>\$2,260,070.00</b>
<b>Contingency (10%)</b>						<b>\$226,007.00</b>
<b>Base Bid, Allowances, Alternates and Contingency - NOT TO EXCEED GRAND TOTAL</b>						<b>\$2,486,077.00</b>

\*Alternates are itemized on the following pages.

**EXHIBIT C**  
**RECAP OF CONTRACT SUM**  
**Contract No.: C006571**

<b>ALTERNATE #1</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
26	GENERAL CONDITIONS: BV-N-1A Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
27		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
28		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
29		Mobilization and Demobilization	LS	1	\$2,430.00	\$2,430.00
30		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
31		Maintenance of Traffic (MOT)	LS	1	\$7,590.00	\$7,590.00
32	SIGNAGE: BV-N-1A Sign Replacement	BV-N-1A - Type G Signage - Removal & Replacement			\$13,450.00	\$13,450.00
<b>ALTERNATE #1 TOTAL</b>						<b>\$37,300.00</b>

<b>ALTERNATE #2</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
33	GENERAL CONDITIONS: BV-N-1B Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
34		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
35		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
36		Mobilization and Demobilization	LS	1	\$2,430.00	\$2,430.00
37		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
38		Maintenance of Traffic (MOT)	LS	1	\$7,590.00	\$7,590.00
39	SIGNAGE: BV-N-1B Sign Replacement	BV-N-1B - Type G Signage - Removal & Replacement	LS	1	\$13,450.00	\$13,450.00
<b>ALTERNATE #2 TOTAL</b>						<b>\$37,300.00</b>

<b>ALTERNATE #3</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
40	GENERAL CONDITIONS: OP-W-4A Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
41		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
42		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
43		Mobilization and Demobilization	LS	1	\$2,450.00	\$2,450.00
44		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
45		Maintenance of Traffic (MOT)	LS	1	\$7,590.00	\$7,590.00
46	SIGNAGE: OP-W-4A Sign Replacement	OP-W-4A - Type G Signage - Removal & Replacement	LS	1	\$15,180.00	\$15,180.00
<b>ALTERNATE #3 TOTAL</b>						<b>\$39,050.00</b>

<b>ALTERNATE #4</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
47	GENERAL CONDITIONS: OP-W-4B Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
48		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
49		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
50		Mobilization and Demobilization	LS	1	\$2,430.00	\$2,430.00
51		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
52		Maintenance of Traffic (MOT)	LS	1	\$7,590.00	\$7,590.00
53	SIGNAGE: OP-W-4B Sign Replacement	OP-W-4B - Type G Signage - Removal & Replacement	LS	1	\$13,450.00	\$13,450.00
<b>ALTERNATE #4 TOTAL</b>						<b>\$37,300.00</b>

**EXHIBIT C**  
**RECAP OF CONTRACT SUM**  
**Contract No.: C006571**

<b>ALTERNATE #5</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
54	GENERAL CONDITIONS: OP-W-2A Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
55		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
56		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
57		Mobilization and Demobilization	LS	1	\$2,450.00	\$2,450.00
58		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
59		Maintenance of Traffic (MOT)	LS	1	\$8,190.00	\$8,190.00
60	SIGNAGE: OP-W-2A Sign Replacement	OP-W-2A - Type G Signage - Removal & Replacement	LS	1	\$15,180.00	\$15,180.00
<b>ALTERNATE #5 TOTAL</b>						<b>\$39,650.00</b>

<b>ALTERNATE #6</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
61	GENERAL CONDITIONS: OP-W-2B Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
62		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
63		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
64		Mobilization and Demobilization	LS	1	\$2,430.00	\$2,430.00
65		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
66		Maintenance of Traffic (MOT)	LS	1	\$8,190.00	\$8,190.00
67	SIGNAGE: OP-W-2B Sign Replacement	OP-W-2B - Type G Signage - Removal & Replacement	LS	1	\$13,450.00	\$13,450.00
<b>ALTERNATE #6 TOTAL</b>						<b>\$37,900.00</b>

<b>ALTERNATE #7</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
68	GENERAL CONDITIONS: OP-E-6C Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
69		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
70		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
71		Mobilization and Demobilization	LS	1	\$2,390.00	\$2,390.00
72		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
73		Maintenance of Traffic (MOT)	LS	1	\$7,590.00	\$7,590.00
74	SIGNAGE: OP-E-6C Sign Replacement	OP-E-6C - Type G Signage - Removal & Replacement	LS	1	\$9,230.00	\$9,230.00
<b>ALTERNATE #7 TOTAL</b>						<b>\$33,040.00</b>

<b>ALTERNATE #8</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
75	GENERAL CONDITIONS: OP-E-6B Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
76		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
77		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
78		Mobilization and Demobilization	LS	1	\$2,420.00	\$2,420.00
79		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
80		Maintenance of Traffic (MOT)	LS	1	\$8,190.00	\$8,190.00
81	SIGNAGE: OP-E-6B Sign Replacement	OP-E-6B - Type G Signage - Removal & Replacement	LS	1	\$12,500.00	\$12,500.00
<b>ALTERNATE #8 TOTAL</b>						<b>\$36,940.00</b>

**EXHIBIT C**  
**RECAP OF CONTRACT SUM**  
**Contract No.: C006571**

<b>ALTERNATE #9</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
82	GENERAL CONDITIONS: OP-E-6A Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
83		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
84		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
85		Mobilization and Demobilization	LS	1	\$2,390.00	\$2,390.00
86		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
87		Maintenance of Traffic (MOT)	LS	1	\$18,410.00	\$18,410.00
88	SIGNAGE: OP-E-6A Sign Replacement	OP-E-6A - Type G Signage - Removal & Replacement	LS	1	\$9,230.00	\$9,230.00
<b>ALTERNATE #9 TOTAL</b>						<b>\$43,860.00</b>

<b>ALTERNATE #10</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
89	GENERAL CONDITIONS: WW-W-1A Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
90		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
91		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
92		Mobilization and Demobilization	LS	1	\$2,430.00	\$2,430.00
93		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
94		Maintenance of Traffic (MOT)	LS	1	\$18,070.00	\$18,070.00
95	SIGNAGE: WW-W- 1A Sign Replacement	WW-W-1A - Type G Signage - Removal & Replacement	LS	1	\$14,860.00	\$14,860.00
<b>ALTERNATE #10 TOTAL</b>						<b>\$49,190.00</b>

<b>ALTERNATE #11</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
96	GENERAL CONDITIONS: WD-S-13A Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
97		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
98		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
99		Mobilization and Demobilization	LS	1	\$2,430.00	\$2,430.00
100		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
101		Maintenance of Traffic (MOT)	LS	1	\$8,200.00	\$8,200.00
102	SIGNAGE: WD-S- 13A Sign Replacement	WD-S-13A - Type G Signage - Removal & Replacement	LS	1	\$13,450.00	\$13,450.00
<b>ALTERNATE #11 TOTAL</b>						<b>\$37,910.00</b>

<b>ALTERNATE #12</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
103	GENERAL CONDITIONS: WD-S-13B Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
104		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
105		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
106		Mobilization and Demobilization	LS	1	\$2,450.00	\$2,450.00
107		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
108		Maintenance of Traffic (MOT)	LS	1	\$8,210.00	\$8,210.00
109	SIGNAGE: WD-S-13B Sign Replacement	WD-S-13B - Type G Signage - Removal & Replacement	LS	1	\$15,180.00	\$15,180.00
<b>ALTERNATE #12 TOTAL</b>						<b>\$39,670.00</b>

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<b>ALTERNATE #13</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
110	GENERAL CONDITIONS: WD-S-7A Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
111		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
112		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
113		Mobilization and Demobilization	LS	1	\$2,450.00	\$2,450.00
114		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
115		Maintenance of Traffic (MOT)	LS	1	\$16,160.00	\$16,160.00
116	SIGNAGE: WD-S-7A Sign Replacement	WD-S-7A - Type G Signage - Removal & Replacement	LS	1	\$15,180.00	\$15,180.00
<b>ALTERNATE #13 TOTAL</b>						<b>\$47,620.00</b>

<b>ALTERNATE #14</b>						
<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Line Total</b>
117	GENERAL CONDITIONS: WD-S-7B Sign Replacement	Project Management	LS	1	\$4,180.00	\$4,180.00
118		Submittals and Shop Drawings	LS	1	\$6,900.00	\$6,900.00
119		Daily Reporting	LS	1	\$1,220.00	\$1,220.00
120		Mobilization and Demobilization	LS	1	\$2,430.00	\$2,430.00
121		Field Coordination and Layout	LS	1	\$1,530.00	\$1,530.00
122		Maintenance of Traffic (MOT)	LS	1	\$18,480.00	\$18,480.00
123	SIGNAGE: WD-S-7B Sign Replacement	WD-S-7B - Type G Signage - Removal & Replacement	LS	1	\$13,450.00	\$13,450.00
<b>ALTERNATE #14 TOTAL</b>						<b>\$48,190.00</b>

ALTERNATE #15						
Item	Section	Description	UOM	QTY	Unit Price	Line Total
124	GENERAL CONDITIONS: Sign Structure Maintenance and Rehabilitation	Project Management	LS	1	\$31,310.00	\$31,310.00
125		Submittals and Shop Drawings	LS	1	\$14,600.00	\$14,600.00
126		Daily Reporting	LS	1	\$6,080.00	\$6,080.00
127		Mobilization and Demobilization	LS	1	\$16,280.00	\$16,280.00
128		Field Coordination and Layout	LS	1	\$4,600.00	\$4,600.00
129		Maintenance of Traffic (MOT)	LS	1	\$99,890.00	\$99,890.00
130	SIGNAGE: Sign Structure Maintenance and Rehabilitation	BV-N-1 - Sign Structure Maintenance	LS	1	\$900.00	\$900.00
131		OP-W-4 - Sign Structure Maintenance	LS	1	\$3,810.00	\$3,810.00
132		OP-W-2 - Sign Structure Maintenance	LS	1	\$6,820.00	\$6,820.00
133		OP-E-6 - Sign Structure Maintenance	LS	1	\$1,710.00	\$1,710.00
134		WW-W-1 - Sign Structure Maintenance	LS	1	\$1,710.00	\$1,710.00
135		WD-S13 - Sign Structure Maintenance	LS	1	\$1,710.00	\$1,710.00
136		WD-S-7 - Sign Structure Maintenance	LS	1	\$4,260.00	\$4,260.00
ALTERNATE #15 TOTAL						\$193,680.00

**End of Exhibit C**

**EXHIBIT D**  
**PENDING ALTERNATES**  
**Contract No.: C006571**

THERE ARE NO PENDING ALTERNATES

**End of Exhibit D**

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**Contract No.: C006571**

THERE IS NO UNIT PRICE SCHEDULE

**End of Exhibit E**

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## SPECIAL CONTRACT CONDITIONS

Contract No.: C006571

June 2023 Edition

(i) Table of Contents:

- I. General Safety Requirements, Contractor Parking and Access, Break Areas
- II. Construction Site Minimum Personal Protective Equipment (“PPE”) and Clothing Requirements
- III. Reserved
- IV. Asbestos/Cadmium or Lead/CFCs
- V. Confined Spaces
- VI. Hazardous and Chemical Waste Disposal
- VII. Electrical Safety Policy
- VIII. Lock out / Tag out
- IX. Fall Protection
- X. Aerial Work Platforms (“AWP”)
- XI. Ladders
- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved

(ii) Definitions:

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

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

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

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

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

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

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



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

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

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

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

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

# **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

## **SPECIAL CONTRACT CONDITIONS**

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

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

### **III. RESERVED**

### **IV. ASBESTOS/CADMIUM OR LEAD/CFCs**

#### **A. ASBESTOS**

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

#### **B. CADMIUM and/or LEAD**

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

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#### C. CHLOROFLUOROCARBONS (CFCs)

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

#### D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

#### V. CONFINED SPACES

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

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

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

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

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

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

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

#### VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

#### VII. ELECTRICAL SAFETY POLICY

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

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

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

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

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

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

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

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

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

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

#### VIII. LOCK OUT / TAG OUT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### IX. FALL PROTECTION

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

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an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

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

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

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

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

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

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

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

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

#### X. AERIAL WORK PLATFORMS (“AWP”)

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

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

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

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

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



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18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

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

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

#### XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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.

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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.

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#### *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.

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A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

#### 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.

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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

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- 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 at [vendors@oversightdistrict.org](mailto:vendors@oversightdistrict.org).



- B. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- C. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- D. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- E. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- F. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

## **Article 12**

### **CHANGES IN THE WORK**

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

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

12.2.1. If the Owner elects to have any Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The portion of the proposal relating to labor, whether by the Contractor's forces or those of its Subcontractors or Sub-subcontractors, may only include

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

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

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

12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small

tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.

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

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

12.4. DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.

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

### **Article 13 CLAIMS**

13.1. CLAIMS FOR EXTENSIONS OF CONTRACT TIME. No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.

#### **13.2. CLAIMS FOR INCREASES IN CONTRACT SUM.**

13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give

the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.

**13.3. NO OTHER CLAIMS.** The parties acknowledge that the provisions of Paragraphs 13.1. and 13.2. are included herein for the purpose of fixing and limiting the time within which, and the manner in which claims must be made; and that Paragraphs 13.1. and 13.2. do not grant to the Contractor any right to increases in the Contract Sum, or extensions in the Contract Time or any Milestones, not otherwise permitted or provided by the other terms and provisions of the Contract Documents.

#### **Article 14**

### **UNCOVERING AND CORRECTION OF WORK; OWNER'S RIGHT TO CARRY OUT WORK**

#### **14.1. UNCOVERING OF WORK.**

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

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

#### **14.2. CORRECTION OF WORK.**

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

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

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

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

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

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

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

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

## **Article 15**

### **TERMINATION OF CONTRACT**

15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Contract and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges

that it can be adequately compensated by such money damages for any breach of this Contract which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Contract or suspend or abandon its performance of the Work.

#### 15.2. TERMINATION BY OWNER FOR CAUSE.

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

15.2.2. If this Contract is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Article 10 of the Agreement. If a portion of this Contract is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Contract so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.

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

15.3. TERMINATION BY OWNER WITHOUT CAUSE. Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Contract without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Contract as a whole, the Owner may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work pursuant to Article 12.

**Article 16**  
**MISCELLANEOUS PROVISIONS**

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

16.2. ASSIGNABILITY; SUCCESSORS AND ASSIGNS.

16.2.1. This Contract may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Contract in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Contract be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.

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

16.3. NOTICE. All notices (whether or not designated as such herein) which are required under this Contract to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).

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

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

16.6. UNION AGREEMENTS. Regardless of the expiration of any collective bargaining agreement during the term of this Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the Central Florida Tourism Oversight District 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
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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
PAYMENT BOND**

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**OWNER:**

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

**CONTRACTOR:**

HUBBARD CONSTRUCTION COMPANY  
1936 Lee Road  
Winter Park, Florida 32789 (hereinafter "Contractor")

**SURETY:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Surety")

**CONTRACT:**

Date: April 25, 2025  
Contract No. C006571  
Project: EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT

Legal Description or Street Address of Project: Epcot Center Drive (various locations).

Contract Sum: TWO MILLION, TWO HUNDRED SIXTY THOUSAND, SEVENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,260,070.00) (hereinafter "Contract")

**BOND:**

Date: April 25, 2025  
Amount: TWO MILLION, TWO HUNDRED SIXTY THOUSAND, SEVENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,260,070.00) (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:**  
HUBBARD CONSTRUCTION COMPANY

**SURETY:**

[SEAL]

[SEAL]

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
PERFORMANCE BOND**

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**OWNER:**

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

**CONTRACTOR:**

HUBBARD CONSTRUCTION COMPANY  
1936 Lee Road  
Winter Park, Florida 32789 (hereinafter "Contractor")

**SURETY:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Surety")

**CONTRACT:**

Date: April 25, 2025  
Contract No. C006571  
Project: EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT

Legal Description or Street Address of Project: Epcot Center Drive (various locations).

Contract Sum: TWO MILLION, TWO HUNDRED SIXTY THOUSAND, SEVENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,260,070.00) (hereinafter "Contract")

**BOND:**

Date: April 25, 2025  
Amount: TWO MILLION, TWO HUNDRED SIXTY THOUSAND, SEVENTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,260,070.00) (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:**  
HUBBARD CONSTRUCTION COMPANY

**SURETY:**

[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 # C006571  
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 proceeding by reason of any default whatever shall be brought on this bond after two (2) years from the day on which the final payment under said construction contract falls due.
4. Aggregate liability of Surety hereunder to Obligee is limited to the penal sum above stated Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against principal or against and other party liable to the payee on the discharged obligation.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor: **Hubbard Construction Company**

By \_\_\_\_\_

**Surety**

By \_\_\_\_\_



## CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: HUBBARD CONSTRUCTION COMPANY

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.: C006571, dated April 25, 2025, for EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT.
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: **Hubbard Construction Company**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A**

Page 2 of 2

Date: \_\_\_\_\_

From: HUBBARD CONSTRUCTION COMPANY

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006571, dated April 25, 2025, between CENTRAL FLORIDA TOURISM DISTRICT and HUBBARD CONSTRUCTION COMPANY

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

<u>Name</u>	<u>Amount Due and Owing</u>	<u>Notes</u>
-------------	---------------------------------	--------------

Please initial: \_\_\_\_\_  
Contractor

## CONTRACTOR'S REQUEST FOR INFORMATION

RFI NO: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE INFORMATION REQUIRED: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

SCHEDULE EFFECT IF THE RESPONSE IS NOT RECEIVED BY THE ABOVE REFERENCED  
DATE: \_\_\_\_\_

CATEGORY \_\_\_\_\_ Information not shown on the Contract Documents  
\_\_\_\_\_ Interpretation of Contract Requirements  
\_\_\_\_\_ Conflict in Contract Requirements  
\_\_\_\_\_ Coordination Problems

Contract Drawing Ref. \_\_\_\_\_  
Shop Drawing Ref \_\_\_\_\_  
Specification Ref. \_\_\_\_\_  
Other: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

### ENGINEER/ARCHITECT ASSIGNMENT

To: \_\_\_\_\_ Date: \_\_\_\_\_

From: \_\_\_\_\_

### ENGINEER/ARCHITECT RESPONSE

REPLY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

### RESPONSE TO CONTRACTOR

To: \_\_\_\_\_ Date: \_\_\_\_\_

Copy To: \_\_\_\_\_ From: \_\_\_\_\_

**DIRECTIVE NO.**

CONTRACT NO: C006571

DATE: \_\_\_\_\_

PROJECT: **EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT**

SUB-PROJECT: \_\_\_\_\_

CONTRACTOR: HUBBARD CONSTRUCTION COMPANY

ATTACHMENTS:

DESCRIPTION: \_\_\_\_\_

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

The following is applicable to this Directive as marked:

- \_\_\_\_\_ A. The work described above and in the accompanying attachments will not change the Contract Sum or Contract Time.
- \_\_\_\_\_ B. The Contract Sum shall be increased/decreased by the sum of \$ \_\_\_\_\_ as a result of this Directive and the Contract Time shall be increased/decreased by \_\_\_\_\_ calendar days and shall be reflected in a Change Order to be signed by the parties.
- \_\_\_\_\_ C. The amount of change, if any, to the Contract Sum or Contract Time is undetermined as of the date of the Directive. Any such change amount shall be determined in accordance with the provisions of Article 12 of the General Conditions of the Contract for Construction.
- \_\_\_\_\_ D. Proceed immediately with the changes on a time-and-materials basis. Time tickets shall be submitted daily to the Owner's Representative for verification. A formal Change Order will be issued for the actual costs based upon the signed time tickets and material invoices plus the Contractor's allowable mark-up as specified in the Contract Documents.
- \_\_\_\_\_ E. The parties are unable to agree at this time as to whether the work described above constitutes a change in the scope of the work of the Contractor. Such dispute shall be resolved in accordance with the applicable provisions in the Contract Documents.

Approved:

Recommended for Approval:

\_\_\_\_\_  
Central Florida Tourism Oversight District      Date

\_\_\_\_\_  
Engineer/Architect – (insert company name)      Date

Accepted:

\_\_\_\_\_  
Contractor: Hubbard Construction Company      Date

Copy: Contract File

Engineer/Architect's Project Manager: \_\_\_\_\_

Owner's Project Manager: Craig Sandt

PROJECT: EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT

CONTRACTOR: Hubbard Construction Company  
1936 Lee Road  
Winter Park, Florida 32789

CONTRACT NO. C006571

CHANGE ORDER NO.  
DATE: «Change Order Date»

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
CHANGE ORDER

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

1.	Original Contract Sum	<u>\$2,486,077.00</u>
2.	Total net change by previous Change Orders	<u>«Prior Revisions Fee Amount»</u>
3.	Contract Sum prior to this Change Order	<u>«Prior Contract Sum Amount»</u>
4.	Contract Sum will be adjusted with this Change Order	<u>«Fee Amount»</u>
5.	Adjusted Contract Sum including this Change Order	<u>«Total Contract Fee Amount»</u>
6.	Original Contract Time	<u>«Original Completion Date»</u>
7.	Contract Time prior to this Change Order	<u>«Prior Completion Date»</u>
8.	Adjustment in Contract Time by this Change Order	<u>«Extended Days» days</u>
9.	Adjusted Contract Time including this Change Order	<u>«Current Completion Date»</u>

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

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

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

---

OWNER  
**CENTRAL FLORIDA TOURISM OVERSIGHT  
DISTRICT**

CONTRACTOR  
**HUBBARD CONSTRUCTION COMPANY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: S.C. Kopelousos

Print Name: \_\_\_\_\_

Title: District Administrator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

<u>Item</u>	<u>Description</u>	<u>Value</u>
-------------	--------------------	--------------

Please initial:

\_\_\_\_\_  
Contractor

PROJECT: EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT

CONTRACT NUMBER: C006571

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	<u>\$2,486,077.00</u>
Total net change by previous Change Orders	<u>\$(Insert Amount)</u>
Contract Sum prior to this Change Order	<u>\$(Insert Amount)</u>
Contract Sum will be increased/decreased with this Change Order	<u>\$(Insert Amount)</u>
Final Contract Sum including this Change Order	<u>\$(Insert Amount)</u>

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. C006571 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	Waiver of Claim/Waiver of Lien/Litigation List
Attachment D	Contractor's Guarantee to Owner
Attachment E	Consent of Surety
Attachment F	Certificate of Substantial Completion

4. RETAINAGE: Within (15) working days after approval by Owner of the Contract Close-out Documents submitted by Contractor hereunder and satisfaction by Owner that Contractor shall have complied with all provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor.
5. The Contractor represents to the Owner that:
  - a. There are no outstanding claims, which the Contractor has against the Owner or Separate Contractors, their Subcontractors or Sub-subcontractors, on the Project, and to the best of

Please initial: \_\_\_\_\_  
Contractor

*Closeout Change Order*

its knowledge, there are no outstanding claims against Contractor, its Subcontractors or Sub-subcontractors, by Separate Contractors or their Subcontractors or Sub-subcontractors on the Project.

- b. Without limitation upon the indemnity provisions contained in the Contract and in addition thereto, the Contractor shall indemnify, defend and hold harmless the Owner, the Owner's Representative, the parent, related, affiliated and subsidiary companies of each, and the officers, directors, agents, employees, successors and assigns of each from and against any and all claims, causes of action, liens, rights to claim a lien, suits, expenses, losses and damages (including, without limitation, any and all expenses, losses and damages, for or arising out of direct costs, indirect costs, expenses, overhead, profit, labor, labor impacts, materials, supplies, equipment, changes, cardinal changes, cumulative impacts, disruptions, hindrances, interferences, delays, acceleration, inefficiencies, lost productivity, taxes, insurance, bonds, deliveries, supervision, or any other costs, expenses, losses or damages of any nature whatsoever), judgments, and rights whatsoever, in law or in equity, known or unknown or which may hereafter accrue (hereinafter referred to collectively as "Claims") directly or indirectly (i) made or asserted by any Subcontractors or Sub-subcontractors arising out of, related to or in connection with the Contract or the Project, or (ii) arising out of or relating to any and all Claims asserted or made by any of such Subcontractors or Sub-subcontractors including, without limitation, any Claims made or asserted against any of the "Releasees" ("Releasees" being as defined in the General Release attached hereto as Attachment A), provided such Claim arises out of or relates to the Contract or the Project.
- c. If requested by the Owner, the Contractor shall cooperate with the Owner in gathering and providing information to the Owner regarding any claims by or against Separate Contractors.
6. The Contractor hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses under the Contract incurred up to and including the date hereof, for which the Owner might be sued or for which a lien might be filed, have been fully satisfied, paid in full and released, except for those names listed on the attached Contractor's Affidavit and that those listed on the Contractor's Affidavit shall be fully satisfied, paid in full and released prior to final payment as provided herein.
7. All other obligations of the Contractor under the Contract Documents remain unchanged and shall survive the disbursement of final payment and the closing hereon.

---

OWNER:  
**CENTRAL FLORIDA TOURISM OVERSIGHT  
DISTRICT**

CONTRACTOR:  
**HUBBARD CONSTRUCTION COMPANY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: S.C. Kopelousos

Print Name: \_\_\_\_\_

Title: District Administrator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006571  
CHANGE ORDER NO. (Insert C.O. Number)

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GENERAL RELEASE

Attachment A

CONTRACT NO. C006571

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, HUBBARD CONSTRUCTION COMPANY, 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 April 25, 2025, Contract No. C006571, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and HUBBARD CONSTRUCTION COMPANY 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 \_\_\_\_\_

\_\_\_\_\_  
Hubbard Construction Company

(Contractor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006571  
CHANGE ORDER NO. (Insert C.O. Number)

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CONTRACTOR'S AFFIDAVIT

Attachment B  
Page 1

From: HUBBARD CONSTRUCTION COMPANY

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. C006571, dated April 25, 2025, for the EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT 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.

\_\_\_\_\_  
Hubbard Construction Company  
(Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006571  
CHANGE ORDER NO. (Insert C.O. Number)

---

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment B  
Page 2

Date: (Insert Date)

From: HUBBARD CONSTRUCTION COMPANY

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006571, dated April 25, 2025, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and HUBBARD CONSTRUCTION COMPANY

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

NAME

AMOUNT DUE AND OWING

OTHER

Please initial: \_\_\_\_\_  
Contractor

CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006571  
CHANGE ORDER NO. (Insert C.O. Number)

---

Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Hubbard Construction Company

CONTRACT NO. C006571

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

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

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

<u>TYPE</u>	<u>COMPANY FILING NOTICE</u>	<u>UNDER AN ORDER GIVEN BY:</u>
-------------	------------------------------	---------------------------------

Please initial: \_\_\_\_\_  
Contractor

CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006571  
CHANGE ORDER NO. (Insert C.O. Number)

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CONTRACTOR'S GUARANTEE TO OWNER

Attachment D

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006571

Project: EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT

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.

\_\_\_\_\_  
Hubbard Construction Company  
(Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Local Representative to be contacted for service:

Contractor: (Hubbard Construction Company)  
Name: \_\_\_\_\_  
Address: 1936 Lee Road  
Palmetto, FL34221  
Telephone No.: \_\_\_\_\_

CONSENT OF SURETY

Attachment E

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. C006571, dated April 25, 2025, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT project. We understand that the Contractor desires to be paid, subject to our consent, the retainage held by the Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

1. We hereby consent to the payment of the retainage as aforesaid.
2. Said payment shall in no way affect the aforesaid Payment and Performance Bonds or our obligations thereunder, all of which shall remain in full force and effect.

Very truly yours,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006571  
CHANGE ORDER NO. (Insert C.O. Number)

---

Attachment F

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006571  
PROJECT: EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT  
CONTRACTOR: HUBBARD CONSTRUCTION COMPANY  
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: \_\_\_\_\_

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

CONTRACT NO.: C006571

PROJECT: EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT

CONTRACTOR: HUBBARD CONSTRUCTION COMPANY

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



**SECTION 00850**  
**LIST OF DRAWINGS AND SPECIFICATIONS**

The following list of drawings and specifications, all prepared as noted, shall form a part of the Project Manual:

Project Manual

Entitled: C006571 – Epcot Center Drive Sign Structure Replacement

Dated: January 13, 2025

**DRAWINGS:**

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

**LIST OF DRAWINGS / MATERIALS:**

DRAWING NO.	DRAWING TITLE	ISSUE DATE	EOR
<b>EPCOT CENTER DRIVE SIGN STRUCTURE REPLACEMENT</b>			
1	Key Sheet	07/21/2023	HNTB Corp.
2	Signature Sheet	07/21/2023	HNTB Corp.
3	General Notes	07/21/2023	HNTB Corp.
4	OHS-1 Plan Sheet	07/21/2023	HNTB Corp.
5	OHS-2 Plan Sheet	07/21/2023	HNTB Corp.
6	Cross Section 1	07/21/2023	HNTB Corp.
7	Cross Section 2	07/21/2023	HNTB Corp.
8	Span Sign Data	07/21/2023	HNTB Corp.
9	Report for SPT Borings for Structure	07/21/2023	Professional Services Ind., Inc.
10	Report for SPT Borings for Structure	07/21/2023	Professional Services Ind., Inc.
11	Report for SPT Borings for Structure	07/21/2023	Professional Services Ind., Inc.
12	Traffic Control Notes	07/21/2023	HNTB Corp.
13	Detour Plan – WB Epcot Center Drive Closure	07/21/2023	HNTB Corp.

**SPECIFICATIONS:**

The following list of specifications is applicable to the foregoing.

SECTION NO.	SECTION TITLE	ISSUE DATE
<b>DIVISION 00 – CONTRACT &amp; BIDDING DOCUMENTS</b>		
00850	List of Drawings and Specifications	1/13/2025

<b>DIVISION 01 – GENERAL REQUIREMENTS</b>		
01009	CFTOD Project Specific Safety Plan Requirements	1/13/2025
01010	Summary of Work	1/13/2025
01018	Owner-Furnished Products	1/13/2025
01019	Owner-Purchased Products	1/13/2025
01019A	Exhibit A ODP Purchase Order Procedures	1/13/2025
01019B	Exhibit B Attachment “1” Contractor’s Invoice Affirmation Letter	1/13/2025
01019C	Exhibit C Attachment “2” Owner’s Representative Invoice Affirmation Letter	1/13/2025
01020	Electronic Document Processing Service	1/13/2025
01021	Allowances	1/13/2025
01041	Project Coordination	1/13/2025
01045	Cutting and Patching	1/13/2025
01050	Field Engineering	1/13/2025
01100	Alternates	1/13/2025
01202	Progress Meetings	1/13/2025
01310	Construction Schedule	1/13/2025
01315	Contract Time, Sequencing and Timing Of Work	1/13/2025
01325	Schedule of Work	1/13/2025
01330	Submittal Procedures	1/13/2025
01340	Shop Drawings, Product Data and Samples	1/13/2025
01370	Schedule of Values	1/13/2025
01410	Regulatory Requirements	1/13/2025
01420	References	1/13/2025
01440	Quality Assurance and Quality Control	1/13/2025
01455	Testing and Inspecting Services	1/13/2025
01500	Temporary Construction Facilities	1/13/2025
01560	Erosion Control	1/13/2025
01560A	HP&E SFWMD Dewatering Permit Notification	1/13/2025
01630	Substitutions and Product Options	1/13/2025
01640	Product Handling and Protections	1/13/2025
01700	Project Closeout	1/13/2025
01710	Cleaning	1/13/2025
01720	Project Record Documents	1/13/2025
01730	Execution	1/13/2025
01750	Starting and Adjusting	1/13/2025
09870	Protective Coatings	1/13/2025
01019	Owner-Purchased Products	1/13/2025
<b>DIVISION 02 &amp; 03 – SECTION 1 - ROADWAY SPECIFICATIONS</b>		
	FDOT Specification Reference Manual and Modifications	
RCID 334	Specification for Asphalt Pavement	
RCID 528	Specification for Portland Cement Concrete Sidewalk	

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02240	Dewatering	
	Dust Control	

**SUPPLEMENTAL INFORMATION:**

SECTION NO.	SECTION TITLE	ISSUE DATE
	Guardrail Calculations	07/21/2023
	Structures Design Calculations – Span Sign Structure	07/14/2023
	Exhibit A - BVD-N-1 – Sign Inspection Report	10/16/2023
	Exhibit B - OP-E-6 – Sign Inspection Report	6/21/2022
	Exhibit C - OP-W-2 – Sign Inspection Report	10/22/2023
	Exhibit D - OP-W-4 – Sign Inspection Report	10/21/2023
	Exhibit E - WD-S-7 – Sign Inspection Report	10/21/2023
	Exhibit F - WD-S-13 – Sign Inspection Report	10/16/2023
	Exhibit G - WW-W-1 – Sign Inspection Report	10/16/2023
	Exhibit H – Sign Replacement Cost Schedule	01/13/2025
	Type G Sign Locations	01/13/2025
	WDW Roadway Signage Style Guide_062023	11/04/2022
	WDW Sign Manual FY18 (Combined) - For Reference Only	2018
	RCES Underground Construction Rules in the Vicinity of RCID Electric Utilities – Rev 6	02/08/2023

<b>END OF SECTION 00850</b>
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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.2

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Board Meeting Date: 04/25/2025

Subject: Establishing Project Budget and Approving Contract for BVD & World Drive Northbound Milling and Resurfacing

Presented By: Craig Sandt, Principal Construction Manager

Department: Public Works

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**STAFF RECOMMENDATION (Motion Ready):** Approve Agenda Item #7.2 establishing the budget for the Buena Vista Drive and World Drive Northbound Milling and Resurfacing Project in the amount of \$8,200,000 and authorize the District Administrator to execute Contract #C006775 with Hubbard Construction Company in the amount of \$6,936,016, plus 10% contingency for a total amount of \$7,629,618

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**RELEVANT STRATEGIC GOALS:** Quality of Place

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

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**BACKGROUND:** The established budget will be utilized for roadway improvements as a part of the Buena Vista Drive & World Drive Northbound Milling and Resurfacing Project, which encompasses critical roadway improvements and safety upgrades within the corridors. From the budget, the District will be engaging in contracts and task work orders including, but not limited to the following items:

- **Construction Contract:** The Contract #C006775 Buena Vista Drive & World Drive Northbound Milling and Resurfacing construction contract, which encompasses critical roadway improvements and safety upgrades, including the following:
  - Maintenance of Traffic (MOT) measures and lane closures.
  - Erosion and sedimentation control.
  - Milling and resurfacing designated pavement areas.
  - Installation of updated signage and pavement markings.

Scope of Work:

The project includes the following locations:

- Milling & Resurfacing:
  - Buena Vista Drive – From Riveria Resort to Victory Way
  - World Drive Northbound – From Buena Vista Drive to EPCOT Center Drive (Including on and off ramps)

Construction Budget

\$7,650,000

- **Construction, Engineering, and Inspection Services** (Agenda Item #7.3)

CEI Budget

\$550,000

The proposed upgrades aim to enhance roadway safety, comply with current standards, and ensure the longevity of the infrastructure.

## **FINDINGS AND CONCLUSIONS:**

### Project Budget

The Public Works Department is requesting approval to set a project budget of \$8,200,000 for the Buena Vista Drive & World Drive Northbound Milling and Resurfacing.

### Construction Contract Award

On February 13, 2025, Invitation to Bid #C006775 was released for the construction of the Buena Vista Drive & World Drive Northbound Milling and Resurfacing project. A total of five (5) bids were received as follows:

<b>Contractor</b>	<b>Location</b>	<b>Project Amount</b>	<b>Bid</b>
Hubbard Construction Company	Winter Park, Florida	\$6,936,015.49	
Ranger Construction Industries, Inc.	West Palm Beach, Florida	\$7,163,094.20	
Superior Asphalt, Inc.	Bradenton, Florida	\$7,302,001.00	
Middlesex Paving, LLC	Orlando, Florida	\$7,670,000.00	
Watson Civil Construction, Inc.	St. Augustine, Florida	\$7,983,710.00	

Hubbard Construction Company was the lowest responsive and responsible bidder.

The Public Works Department is requesting approval of Contract #C006775: Buena Vista Drive & World Drive Northbound Milling and Resurfacing Project with Hubbard Construction Company in the amount of \$6,936,016, plus 10% contingency for a total amount of \$7,629,618.

**FISCAL IMPACT:** Funding for this request is derived from the CFTOD 2024A Transportation Projects Ad Valorem Bond.

**PROCUREMENT REVIEW:** This contract has been reviewed and approved for compliance with the District's procurement policies.

**LEGAL REVIEW:** This agenda item has been reviewed by the District's General Counsel.

### **ALTERNATIVE:**

- Deny
- Amend
- Table

### **SUPPORT MATERIALS:**

Contract C006775



## Central Florida Tourism Oversight District

Milling & Resurfacing Project (BVD and World Drive Northbound) ITB# C006775

Bid Due on March 13, 2025 2:00 PM

Line Totals (Unit Price \* Quantity)

Ite m	Section	Description	Unit	QTY	Hubbard Construction Company		Ranger Construction Industries, Inc.		Superior Asphalt, INC		Middlesex Paving, LLC.		Watson Civil Construction, Inc	
1	WORLD DRIVE NORTHBOUND- GENERAL CONDITIONS	Permits and Fees	LS	1	\$446.78	\$446.78	\$113.60	\$113.60	\$2,240.00	\$2,240.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00
2		Performance and Payment Bonds	LS	1	\$17,999.78	\$17,999.78	\$11,500.00	\$11,500.00	\$21,970.00	\$21,970.00	\$45,000.00	\$45,000.00	\$200,000.00	\$200,000.00
3		Project Management	MO	5	\$8,075.94	\$40,379.70	\$405.50	\$2,027.50	\$1,120.00	\$5,600.00	\$10,000.00	\$50,000.00	\$15,000.00	\$75,000.00
4		Monthly Schedule Updates	MO	5	\$558.48	\$2,792.40	\$405.50	\$2,027.50	\$335.00	\$1,675.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
5		Submittals and Shop Drawings	LS	1	\$16,323.47	\$16,323.47	\$12,000.00	\$12,000.00	\$950.00	\$950.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
6		Daily Reporting	MO	5	\$2,455.54	\$12,277.70	\$405.50	\$2,027.50	\$400.00	\$2,000.00	\$2,500.00	\$12,500.00	\$1,000.00	\$5,000.00
7		Mobilization and Demobilization	LS	1	\$52,015.82	\$52,015.82	\$205,303.00	\$205,303.00	\$154,950.00	\$154,950.00	\$100,000.00	\$100,000.00	\$490,000.00	\$490,000.00
8		Field Coordination and Layout	MO	5	\$1,414.53	\$7,072.65	\$2,070.00	\$10,350.00	\$4,480.00	\$22,400.00	\$2,500.00	\$12,500.00	\$8,000.00	\$40,000.00
9		Erosion and Sedimentation Control	LS	1	\$4,118.96	\$4,118.96	\$5,100.00	\$5,100.00	\$4,035.00	\$4,035.00	\$2,500.00	\$2,500.00	\$60,000.00	\$60,000.00
10		Site Stabilization	LS	1	\$1,000.00	\$1,000.00	\$17,500.00	\$17,500.00	\$11,200.00	\$11,200.00	\$0.00	\$0.00	\$75,000.00	\$75,000.00
11		Maintenance of Traffic (MOT)	MO	5	\$34,725.17	\$173,625.85	\$26,100.00	\$130,500.00	\$40,125.00	\$200,625.00	\$35,000.00	\$175,000.00	\$55,000.00	\$275,000.00
					Subtotal	\$328,053.11		\$398,449.10		\$427,645.00		\$403,500.00		\$1,225,000.00
12	WORLD DRIVE NORTHBOUND- ROADWAY	4.75" Milling of Existing Asphalt Pavement	LS	1	\$28,054.75	\$28,054.75	\$30,400.00	\$30,400.00	\$32,340.00	\$32,340.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
13		3.75" Milling of Existing Asphalt Pavement	LS	1	\$355,854.55	\$355,854.55	\$382,000.00	\$382,000.00	\$385,150.00	\$385,150.00	\$550,000.00	\$550,000.00	\$425,000.00	\$425,000.00
14		2.5" Milling of Existing Asphalt Pavement	LS	1	\$58,296.11	\$58,296.11	\$71,200.00	\$71,200.00	\$59,615.00	\$59,615.00	\$100,000.00	\$100,000.00	\$60,000.00	\$60,000.00
15		SP- Structural (PG82-22)	TN	10620	\$188.16	\$1,998,259.20	\$195.70	\$2,078,334.00	\$211.95	\$2,250,909.00	\$200.00	\$2,124,000.00	\$173.00	\$1,837,260.00
16		FC-12.5 Friction (PG82-22)	TN	1350	\$235.66	\$318,141.00	\$224.50	\$303,075.00	\$227.95	\$307,732.50	\$250.00	\$337,500.00	\$201.00	\$271,350.00
17		FC-5 Friction (PG 82-22)	TN	2650	\$301.67	\$799,425.50	\$300.00	\$795,000.00	\$276.85	\$733,652.50	\$300.00	\$795,000.00	\$252.00	\$667,800.00
18		Signing and Pavement Markings	LS	1	\$167,060.14	\$167,060.14	\$207,000.00	\$207,000.00	\$154,500.00	\$154,500.00	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00
					Subtotal	\$3,725,091.25		\$3,867,009.00		\$3,923,899.00		\$4,121,500.00		\$3,576,410.00
19	BVD- GENERAL CONDITIONS	Permits and Fees	LS	1	\$446.78	\$446.78	\$113.60	\$113.60	\$2,240.00	\$2,240.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00
20		Performance and Payment Bonds	LS	1	\$10,799.88	\$10,799.88	\$7,650.00	\$7,650.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$70,000.00	\$70,000.00
21		Project Management	MO	3	\$8,075.94	\$24,227.82	\$450.50	\$1,351.50	\$1,120.00	\$3,360.00	\$10,000.00	\$30,000.00	\$15,000.00	\$45,000.00
22		Monthly Schedule Updates	MO	3	\$558.48	\$1,675.44	\$450.50	\$1,351.50	\$335.00	\$1,005.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
23		Submittals and Shop Drawings	LS	1	\$1,305.87	\$1,305.87	\$1,920.00	\$1,920.00	\$950.00	\$950.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
24		Daily Reporting	MO	3	\$2,455.54	\$7,366.62	\$450.50	\$1,351.50	\$400.00	\$1,200.00	\$2,500.00	\$7,500.00	\$1,000.00	\$3,000.00
25		Mobilization and Demobilization	LS	1	\$37,544.41	\$37,544.41	\$152,303.00	\$152,303.00	\$100,777.00	\$100,777.00	\$75,000.00	\$75,000.00	\$300,000.00	\$300,000.00
26		Field Coordination and Layout	MO	3	\$1,414.53	\$4,243.59	\$1,480.00	\$4,440.00	\$4,480.00	\$13,440.00	\$2,500.00	\$7,500.00	\$8,000.00	\$24,000.00
27		Erosion and Sedimentation Control	LS	1	\$3,008.62	\$3,008.62	\$5,440.00	\$5,440.00	\$3,865.00	\$3,865.00	\$2,500.00	\$2,500.00	\$40,000.00	\$40,000.00
28		Site Stabilization	LS	1	\$1,000.00	\$1,000.00	\$17,500.00	\$17,500.00	\$11,200.00	\$11,200.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00
29		Maintenance of Traffic (MOT)	MO	3	\$40,382.16	\$121,146.48	\$34,100.00	\$102,300.00	\$42,315.00	\$126,945.00	\$35,000.00	\$105,000.00	\$55,000.00	\$165,000.00
					Subtotal	\$212,765.51		\$295,721.10		\$279,982.00		\$262,500.00		\$701,000.00
30	BVD- ROADWAY	4.5" Milling of Existing Asphalt Pavement	LS	1	\$315,216.43	\$315,216.43	\$296,000.00	\$296,000.00	\$271,375.00	\$271,375.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00
31		SP- Structural (PG82-22)	TN	7100	\$191.13	\$1,357,023.00	\$193.20	\$1,371,720.00	\$211.80	\$1,503,780.00	\$200.00	\$1,420,000.00	\$167.00	\$1,185,700.00
32		FC-12.5 Friction (PG82-22)	TN	3550	\$244.26	\$867,123.00	\$220.90	\$784,195.00	\$218.40	\$775,320.00	\$250.00	\$887,500.00	\$202.00	\$717,100.00
33		Signing and Pavement Markings	LS	1	\$105,743.19	\$105,743.19	\$125,000.00	\$125,000.00	\$95,000.00	\$95,000.00	\$150,000.00	\$150,000.00	\$153,500.00	\$153,500.00
					Subtotal	\$2,645,105.62		\$2,576,915.00		\$2,645,475.00		\$2,857,500.00		\$2,456,300.00
34	ALLOWANCES	Fine Grading & Sod Repair (Please put \$25,000 in this line for the cost)	EA	1										
					\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
					Subtotal	\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00
					Total	\$6,936,015.49		\$7,163,094.20		\$7,302,001.00		\$7,670,000.00		\$7,983,710.00



## BVD & WORLD DRIVE NORTHBOUND

**Agreement: C006775**

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### PROJECT MANUAL

### ISSUED FOR CONSTRUCTION

**Date of Issuance: April 25, 2025**

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<b>Owner:</b>	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
<b>Owner's Representative:</b>	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
<b>Engineer/Architect of Record:</b>	Kisinger Campo & Associates Corp. 111 N. Magnolia Avenue, Suite 1050 Orlando, Florida 32801
<b>Contractor:</b>	Hubbard Construction Company 1936 Lee Road Winter Park, Florida 32789

## 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:

### BVD & WORLD DRIVE NORTHBOUND ISSUED FOR CONSTRUCTION

Contract Number: C006775

#### CONTRACT DOCUMENTS

##### Agreement (Lump Sum)

- Exhibit A – Project Description and List of Contract Documents
- Exhibit B – Project Milestone Schedule
- Exhibit C – Recap of Contract Sum
- Exhibit D – Pending Alternates
- Exhibit E – Unit Price Schedule

##### Special Contract Conditions

General Conditions of the Contract for Construction

Payment Bond

Performance Bond

Consent of Surety for Partial Payment Application

Dual Obligatee 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

Specification Section 01010 – Summary of Work

Specification Section 01370 – Schedule of Values

Specification Section 01420 – References

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 BVD & WORLD DRIVE NORTHBOUND, dated February 7, 2025. 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 BVD & WORLD DRIVE NORTHBOUND, dated February 7, 2025. All specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Drawings and Specifications (with the exception of the Specifications listed below) are available electronically for viewing and download under the Invitation to Bid ("ITB") C006775: Milling & Resurfacing Project (BVD and World Drive Northbound) at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/126173#> under Documents.

<b>END OF TABLE OF CONTENTS - PROJECT MANUAL</b>
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**BVD & WORLD DRIVE NORTHBOUND  
LUMP SUM AGREEMENT**

THIS AGREEMENT, made effective as of April 25, 2025, 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 **Hubbard Construction Company** (herein referred to as the “Contractor”), whose mailing address is 1936 Lee Road, Winter Park, Florida 32789.

**W I T N E S S E T H**

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid (“ITB”) No. C006775 on February 13, 2025 for Milling & Resurfacing Project (BVD and World Drive Northbound);

WHEREAS, five (5) bidders responded, and Hubbard Construction Company 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, Construction Manager** 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 for the Project (herein referred to as the "A/E") is Kisinger Campo & Associates Corp., whose mailing address is 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 240 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 **210 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 **240 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 **SIX MILLION, NINE HUNDRED THIRTY-SIX THOUSAND, FIFTEEN AND FORTY-NINE ONE-HUNDREDTHS DOLLARS (\$6,936,015.49)** (herein referred to as the "Contract Sum") to cover the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

## **Article 7 APPLICATIONS FOR PAYMENT**

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

## **Article 8 PROGRESS PAYMENTS AND FINAL PAYMENT OF THE CONTRACT SUM**

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

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

8.3. Return of Funds. Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Owner of the overpayment.

## **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 sum of **\$1,000.00** 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.

9.3. The Contractor warrants all labor, materials, and equipment furnished under the agreement are of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee the Work shall be free from any defects in workmanship for a period of not less than ONE (1) year from the date of final completion. Contractor shall guarantee the materials provided shall be free from any defects for the longer of: (a) ONE (1) year from the date of final completion; or (b) the period of warranty provided by any supplier or manufacturer. The Owner may withhold final payment until the Contractor provides complete written manufacturers' warranties to the Owner's Representative at the end of the project.

### **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](mailto: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  
NO WAIVER OF SOVEREIGN IMMUNITY**

15.1. Nothing in this Agreement operates as a waiver of District's sovereign immunity or any rights or limits of liability existing under Florida law. District's indemnity obligations herein are limited to the financial limitations provided in F.S. Section 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract or any other theory of law and shall not extend to any loss, cost, damage, claim or expense resulting from the acts or negligence of the Contractor. These terms shall survive the termination of this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by statute of limitations.

**Article 16  
SCRUTINIZED COMPANIES**

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

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 goods or services pursuant to Section 287.135, Florida Statutes 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 described 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.

#### Article 17 PUBLIC CONSTRUCTION BOND

17.1. The Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 for the Total Contract Sum Amount of **SIX MILLION, NINE HUNDRED THIRTY-SIX THOUSAND, FIFTEEN AND FORTY-NINE ONE-HUNDREDTHS DOLLARS (\$6,936,015.49)** as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. Bond must be recorded in the county where the project is located, which is Orange or Osceola County, Florida.

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:  
**HUBBARD CONSTRUCTION COMPANY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Alexis Yarbrough

Print Name: \_\_\_\_\_

Title: Chairman of the Board of Supervisors

Title: \_\_\_\_\_

Date: April 25, 2025

Date: \_\_\_\_\_

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006775**

**I. Project Description**

The Project is briefly described as follows:

**Summary of the Work**

The scope of work for the Buena Vista Drive (“BVD”) and World Drive Northbound milling & resurfacing project includes but is not limited to: Maintenance of Traffic/lane closures, erosion and sedimentation control, milling and resurfacing, signage, and pavement markings.

The World Drive Northbound portion of the milling & resurfacing, including on and off ramps at overpasses with BVD and Epcot Center Drive (“ECD”), consists of milling depths ranging from 4.75” to 2.5” and shall utilize the following asphalt courses: SP Structural (Traffic E) (PG82-22), Friction Course FC-5 (PG 82-22) and Friction Course FC-12.5 (Traffic E) (PG82-22).

The Buena Vista Drive portion of the milling and resurfacing, from the approach slabs of bridges 756020 & 756021 to the new pavement joint between the Riviera Resort entrance and Victory Way, consists of a milling depth of 4.5” and shall utilize the following asphalt courses: SP Structural (Traffic E) (PG82-22) and Friction Course FC-12.5 (Traffic E) (PG 82-22).

Contractor shall refer to Specification Section 01010 – Summary of Work for a complete scope of work.

**Clarifications**

1. World Drive (typical section for the gore areas): Contractor shall refer to Sheet 2 (Typical Section (01)) of the World Drive Northbound Milling & Resurfacing Plans. Gore areas shall match World Drive typical section as shown on the right side of the sheet.
2. World Drive plan sheet 2, regarding SP E PG82-22: The structural course may be installed in (1) 3” lift, as long as all 334 specifications can be met and appropriate densities achieved.
3. Regarding the 2’ 8” wide sod treatment show at the edge of pavement in the World Drive plans:  
See Division 1 Specification Section 01010 - J. Sod, as well as Section 01021 – D.1 - Allowance No 01, related to Sod.

Specification Section 01010 - J. Sod: (1.) Contractor shall replace all sod, with like kind, if damaged by its operations. This shall include sod replacement required from equipment storage and material laydown sites as well as damage caused from construction vehicle tracking. (2.) Existing sod and fine grading issues within the vicinity of the construction site that were not caused by construction activities may be selected to be repaired under Allowance #1 - Existing Condition Fine Grading & Sod Repairs.

Specification Section 01021 (1.) Allowance No. 01 - Allowance No. 1 – Existing Condition Fine Grading & Sod Repairs: This Allowance shall cover the costs to address existing fine grading and sod repairs that may be needed within the ROW along the areas being milled and resurfaced, which were not a direct result of the construction activity. This allowance will not cover any costs associated with grading and sodding areas damaged by the paving contractor during construction (i.e. laydown yard restoration, vehicle cut through areas). The Contractor shall secure approval from the Owner’s Representative in advance, prior to grading and sodding any areas that would utilize this allowance.

4. As-builts: As this project scope only includes the milling and resurfacing of existing pavement, no asbuilt record documents will be required for this project. That being said, asphalt limits, stationing and QC shall be performed by the Contractor and confirmed by the CEI in order to check conformance with the plans and specifications.
5. The Contractors shall bid based on a structural course binder of PG 82-22. The plans will be updated to reflect this change with the Issued for Construction set that will be issued after Contract award.



**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006775**

**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 BVD & WORLD DRIVE NORTHBOUND, and dated February 7, 2025. 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 BVD & WORLD DRIVE NORTHBOUND, and dated February 7, 2025. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.
- C. Drawings and Specifications (with the exception of the Specifications listed below) are available electronically for viewing or download under the Invitation to Bid ("ITB") C006658: Milling & Resurfacing Pavement 2025 Program at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/124565#> under Documents and Addenda.
- D. This Exhibit A, Project Description and List of Contract Documents, 2 pages
- E. Exhibit B, Project Milestone Schedule, 1 page
- F. Exhibit C, Recap of Contract Sum, 1 page
- G. Exhibit D, Pending Alternates, 1 page
- H. Exhibit E, Unit Price Schedule
- I. Special Contract Conditions, June 2023 Ed., 15 pages
- J. General Conditions of the Contract for Construction, including table of contents, February 2025 Ed., 26 pages
- K. Payment Bond, 2 pages
- L. Performance Bond, 2 pages
- M. Consent of Surety for Partial Payment Application, 1 page
- N. Dual Obligatee Rider, 1 page
- O. Contractor's Interim Affidavit (SAMPLE), including Schedule A, 2 pages
- P. Contractor's Request for Information (SAMPLE), 1 page
- Q. Directive (SAMPLE), 1 page
- R. Change Order (SAMPLE), including Exhibit A, 2 pages
- S. Close-Out Change Order (SAMPLE contains Certificate of Substantial Completion), including Attachments A through F, 9 pages
- T. Punch List (SAMPLE), 1 page

**End of Exhibit A**

**EXHIBIT B**  
**PROJECT MILESTONE SCHEDULE**  
**Contract No.: C006775**

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	210 Days from Notice-to-Proceed
Final Completion	Day 210	240 Days from Notice-to-Proceed

**End of Exhibit B**

**EXHIBIT C**  
**RECAP OF CONTRACT SUM**  
**Contract No.: C006775**

The Contract Sum is based on the Contractor's proposed Base Bid Not-to-Exceed Amount of **\$6,936,015.49** which includes Allowance No.1 for Fine Grading & Sod Repair in the amount of \$25,000.

Item	Description	Unit	Qty	Unit Price	Total
<b>WORLD DRIVE NORTHBOUND - GENERAL CONDITIONS</b>					
1	Permits and Fees	LS	1	\$446.78	\$446.78
2	Performance and Payment Bonds	LS	1	\$17,999.78	\$17,999.78
3	Project Management	MO	5	\$8,075.94	\$40,379.70
4	Monthly Schedule Updates	MO	5	\$558.48	\$2,792.40
5	Submittals and Shop Drawings	LS	1	\$16,323.47	\$16,323.47
6	Daily Reporting	MO	5	\$2,455.54	\$12,277.70
7	Mobilization and Demobilization	LS	1	\$52,015.82	\$52,015.82
8	Field Coordination and Layout	MO	5	\$1,414.53	\$7,072.65
9	Erosion and Sedimentation Control	LS	1	\$4,118.96	\$4,118.96
10	Site Stabilization	LS	1	\$1,000.00	\$1,000.00
11	Maintenance of Traffic (MOT)	MO	5	\$34,725.17	\$173,625.85
<b>World Drive Northbound - General Conditions Subtotal</b>					<b>\$328,053.11</b>
<b>WORLD DRIVE NORTHBOUND - ROADWAY</b>					
12	4.75" Milling of Existing Asphalt Pavement	LS	1	\$28,054.75	\$28,054.75
13	3.75" Milling of Existing Asphalt Pavement	LS	1	\$355,854.55	\$355,854.55
14	2.5" Milling of Existing Asphalt Pavement	LS	1	\$58,296.11	\$58,296.11
15	SP- Structural (PG82-22)	TN	10,620	\$188.16	\$1,998,259.20
16	FC-12.5 Friction (PG82-22)	TN	1,350	\$235.66	\$318,141.00
17	FC-5 Friction (PG 82-22)	TN	2,650	\$301.67	\$799,425.50
18	Signing and Pavement Markings	LS	1	\$167,060.14	\$167,060.14
<b>World Drive Northbound - Roadway Subtotal</b>					<b>\$3,725,091.25</b>
<b>BUENA VISTA DRIVE (BVD) - GENERAL CONDITIONS</b>					
19	Permits and Fees	LS	1	\$446.78	\$446.78
20	Performance and Payment Bonds	LS	1	\$10,799.88	\$10,799.88
21	Project Management	MO	3	\$8,075.94	\$24,227.82
22	Monthly Schedule Updates	MO	3	\$558.48	\$1,675.44
23	Submittals and Shop Drawings	LS	1	\$1,305.87	\$1,305.87
24	Daily Reporting	MO	3	\$2,455.54	\$7,366.62
25	Mobilization and Demobilization	LS	1	\$37,544.41	\$37,544.41
26	Field Coordination and Layout	MO	3	\$1,414.53	\$4,243.59
27	Erosion and Sedimentation Control	LS	1	\$3,008.62	\$3,008.62
28	Site Stabilization	LS	1	\$1,000.00	\$1,000.00
29	Maintenance of Traffic (MOT)	MO	3	\$40,382.16	\$121,146.48
<b>BVD - General Conditions Subtotal</b>					<b>\$212,765.51</b>
<b>BVD - ROADWAY</b>					
30	4.5" Milling of Existing Asphalt Pavement	LS	1	\$315,216.43	\$315,216.43
31	SP- Structural (PG82-22)	TN	7100	\$191.13	\$1,357,023.00
32	FC-12.5 Friction (PG82-22)	TN	3550	\$244.26	\$867,123.00
33	Signing and Pavement Markings	LS	1	\$105,743.19	\$105,743.19
<b>BVD - Roadway Subtotal</b>					<b>\$2,645,105.62</b>
<b>ALLOWANCES</b>					
34	Allowance No.1: Fine Grading & Sod Repair	EA	1	\$25,000.00	\$25,000.00
<b>Allowances Subtotal</b>					<b>\$25,000.00</b>
<b>NOT TO EXCEED TOTAL</b>					<b>\$6,936,015.49</b>

End of Exhibit C

**EXHIBIT D**  
**PENDING ALTERNATES**  
**Contract No.: C006775**

THERE ARE NO PENDING ALTERNATES

**End of Exhibit D**

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**Contract No.: C006775**

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
<b>Erosion Control</b>			
1	Silt Fence	LF	\$7.70
2	Double Row Silt Fence	LF	\$13.50
3	Mowing	AC	\$174.50
4	Inlet Protection Device	EA	\$126.30
5	Soil Tracking Prevention Trap (Temporary)	EA	\$2,945.00
6	Artificial Coverings/Roll Erosion Control	SY	\$11.80
7	Power Broom	ED	\$1,225.00
8	Street Sweeper (with Vacuum Pick-up)	ED	\$1,914.00
<b>MOT/TTC</b>			
9	Work Zone Sign	ED	\$0.30
10	Portable Changeable Message Sign, Temp.	ED	\$14.40
11	Arrow Board /Advance Warning Arrow Panel	ED	\$7.20
12	Temp. Barricades - Types I, II, DI, VP, Drum, LC	ED	\$2.35
13	Temp. Barricades – Type III, 6'	ED	\$0.35
14	High Intensity Flash LI, Temp, Type B	ED	\$0.60
15	Traffic Control Off-Duty Law Enforcement Officer	MH	\$1,202.00
16	Temporary Fencing with Screening	LF	\$5,900.00
17	MOT Crew & Equipment	ED	\$3,500.00
18	Temporary Paint Striping 6" White, Skip	GM	\$1,283.00
19	Temporary Paint Striping 6" White, Solid	GM	\$1,924.00
20	Temporary Paint Striping 6" Yellow, Solid	GM	\$1,924.00
21	Temporary Paint Striping 6" Double Yellow, Solid	GM	\$3,848.00
22	Temporary Paint Striping 18" White, Solid	LF	\$3.05
23	Temporary Paint Striping 18" Yellow, Solid	LF	\$3.05
24	Temporary Paint Striping 24" Stop Bars	LF	\$3.65
25	Temporary Paint Striping Arrows	EA	\$42.50
26	Temporary Paint Striping Messages	EA	\$60.70
27	Temporary Paint Striping 6", DOT Guide	LF	\$0.25

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**Contract No.: C006775**

	Description	Unit	Unit Price
<b>Roadway</b>			
28	Friction Course FC-12.5 Traffic E (1.5'')(PG 82-22)	TN	\$235.66
29	Friction Course FC-12.5 Traffic E (2.5'')(PG 82-22)	TN	\$376.00
30	Friction Course FC-5 (0.75'')(PG 82-22)	TN	\$301.67
31	Type SP Structural Course (Traffic E) (PG 82-22) (3'')	TN	\$188.16
32	Type SP Structural Course (Traffic E) (PG 82-22) (2.5'')	TN	\$892.00
33	Type SP Structural Course (Traffic E) (PG 82-22) (1.5'')	TN	\$1,460.00
34	Type SP Structural Course (Traffic E) (PG 76-22) (3'')	TN	\$191.13
35	Type SP Structural Course (Traffic E) (PG 76-22) (2.5'')	TN	\$191.13
36	Type SP Structural Course (Traffic E) (PG 76-22) (2'')	TN	\$191.13
37	Type SP Structural Course (Traffic E) (PG 76-22) (1.5'')	TN	\$191.13
38	Mill Existing Asphalt Pavement Average Depth 0.75''	SY	\$43.00
39	Mill Existing Asphalt Pavement Average Depth 1.5''	SY	\$80.30
40	Mill Existing Asphalt Pavement Average Depth 2.5''	SY	\$80.30
41	Mill Existing Asphalt Pavement Average Depth 3''	SY	\$81.60
42	Mill Existing Asphalt Pavement Average Depth 3.5''	SY	\$82.80
43	Mill Existing Asphalt Pavement Average Depth 3.75''	SY	\$83.20
44	Mill Existing Asphalt Pavement Average Depth 4''	SY	\$83.80
45	Mill Existing Asphalt Pavement Average Depth 4.5''	SY	\$85.00
46	Mill Existing Asphalt Pavement Average Depth 6.5''	SY	\$89.80
47	Curb & Gutter Removal	LF	\$100.30
48	Type F Curb & Gutter	LF	\$104.60
49	Type E Curb & Gutter	LF	\$104.60
50	Miscellaneous Asphalt Pavement	TN	\$754.00
<b>Signage and Striping</b>			
51	Thermoplastic, 6", Solid	NM	\$8,000.00
52	Thermoplastic, 6'', Double Yellow	NM	\$16,000.00
53	Thermoplastic, 6", Skip (2' – 4')	GM	\$2,886.00
54	Thermoplastic, 6", Skip (3' – 9')	GM	\$2,886.00
55	Thermoplastic, 6", Skip (10' – 30')	GM	\$2,886.00
56	Thermoplastic, Solid, 8"	LF	\$2.45
57	Thermoplastic, Solid, 12''	LF	\$4.25
58	Thermoplastic, Solid, 18''	LF	\$5.45
59	Thermoplastic, Solid, 24''	LF	\$6.70
60	6'' White Over 9'' Black, Solid	LF	\$3.05
61	6'' Yellow Over 9'' Black, Solid	LF	\$3.05
62	6'' White Over 9'' Black, Skip (10 – 30)	LF	\$2.10
63	Reflective Pavement Markers	EA	\$5.15
64	Thermoplastic, White, Wrong-Way Arrow	EA	\$212.50
65	Thermoplastic, White, Arrow	EA	\$103.20
66	Thermoplastic, White, Message	EA	\$303.60
<b>Landscape</b>			
67	Sod (Bahia)	SY	\$14.60
68	Sod (St. Augustine)	SY	\$18.15

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## SPECIAL CONTRACT CONDITIONS

Contract No.: C006775

June 2023 Edition

(i) Table of Contents:

- I. General Safety Requirements, Contractor Parking and Access, Break Areas
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- V. Confined Spaces
- VI. Hazardous and Chemical Waste Disposal
- VII. Electrical Safety Policy
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- IX. Fall Protection
- X. Aerial Work Platforms (“AWP”)
- XI. Ladders
- XII. Trenching and Excavation
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- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved

(ii) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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



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

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

### III. RESERVED

### IV. ASBESTOS/CADMIUM OR LEAD/CFCs

#### A. ASBESTOS

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

#### B. CADMIUM and/or LEAD

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

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**C. CHLOROFLUOROCARBONS (CFCs)**

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

**D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS**

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

**V. CONFINED SPACES**

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

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

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

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

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

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

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

#### VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

#### VII. ELECTRICAL SAFETY POLICY

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

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

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

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

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

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

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

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

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

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

#### VIII. LOCK OUT / TAG OUT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### IX. FALL PROTECTION

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

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an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

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

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

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

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

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

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

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

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

#### X. AERIAL WORK PLATFORMS (“AWP”)

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

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

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

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

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

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18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

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

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

#### XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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.



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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.

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#### *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.

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A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

#### 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.

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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

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- 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 at [vendors@oversightdistrict.org](mailto:vendors@oversightdistrict.org).

- B. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
- C. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- D. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- E. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- F. INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

## **Article 12 CHANGES IN THE WORK**

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

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

12.2.1. If the Owner elects to have any Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The portion of the proposal relating to labor, whether by the Contractor's forces or those of its Subcontractors or Sub-subcontractors, may only include



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

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

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

12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small

tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.

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

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

12.4. DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.

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

### **Article 13** **CLAIMS**

13.1. CLAIMS FOR EXTENSIONS OF CONTRACT TIME. No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.

13.2. CLAIMS FOR INCREASES IN CONTRACT SUM.

13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give

the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.

**13.3. NO OTHER CLAIMS.** The parties acknowledge that the provisions of Paragraphs 13.1. and 13.2. are included herein for the purpose of fixing and limiting the time within which, and the manner in which claims must be made; and that Paragraphs 13.1. and 13.2. do not grant to the Contractor any right to increases in the Contract Sum, or extensions in the Contract Time or any Milestones, not otherwise permitted or provided by the other terms and provisions of the Contract Documents.

#### **Article 14**

### **UNCOVERING AND CORRECTION OF WORK; OWNER'S RIGHT TO CARRY OUT WORK**

#### **14.1. UNCOVERING OF WORK.**

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

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

#### **14.2. CORRECTION OF WORK.**

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

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

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

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

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

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

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

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

## **Article 15**

### **TERMINATION OF CONTRACT**

15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Contract and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges

that it can be adequately compensated by such money damages for any breach of this Contract which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Contract or suspend or abandon its performance of the Work.

#### 15.2. TERMINATION BY OWNER FOR CAUSE.

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

15.2.2. If this Contract is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Article 10 of the Agreement. If a portion of this Contract is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Contract so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.

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

15.3. TERMINATION BY OWNER WITHOUT CAUSE. Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Contract without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Contract as a whole, the Owner may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work pursuant to Article 12.

**Article 16**  
**MISCELLANEOUS PROVISIONS**

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

16.2. ASSIGNABILITY; SUCCESSORS AND ASSIGNS.

16.2.1. This Contract may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Contract in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Contract be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.

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

16.3. NOTICE. All notices (whether or not designated as such herein) which are required under this Contract to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).

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

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

16.6. UNION AGREEMENTS. Regardless of the expiration of any collective bargaining agreement during the term of this Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the Central Florida Tourism Oversight District 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
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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
PAYMENT BOND**

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**OWNER:**

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

**CONTRACTOR:**

HUBBARD CONSTRUCTION COMPANY  
1936 Lee Road  
Winter Park, FL 32789 (hereinafter "Contractor")

**SURETY:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter "Surety")

**CONTRACT:**

Date: April 25, 2025  
Contract No. C006775  
Project: BVD & WORLD DRIVE NORTHBOUND

Legal Description or Street Address of Project: The Buena Vista Drive portion of the milling and resurfacing project, is from the approach slabs of bridges 756020 & 756021 to the new pavement joint between the Riviera Resort entrance and Victory Way. The World Drive Northbound portion of the milling & resurfacing includes on and off ramps at overpasses with Buena Vista Drive and Epcot Center Drive.

Contract Sum: SIX MILLION, NINE HUNDRED THIRTY-SIX THOUSAND, FIFTEEN AND FORTY-NINE ONE-HUNDREDTHS DOLLARS (\$6,936,015.49) (hereinafter "Contract")

**BOND:**

Date: April 25, 2025  
Amount: SIX MILLION, NINE HUNDRED THIRTY-SIX THOUSAND, FIFTEEN AND FORTY-NINE ONE-HUNDREDTHS DOLLARS (\$6,936,015.49) (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:**  
HUBBARD CONSTRUCTION COMPANY

**SURETY:**

[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:**

HUBBARD CONSTRUCTION COMPANY  
1936 Lee Road  
Winter Park, FL 32789 (hereinafter "Contractor")

**SURETY:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Surety")

**CONTRACT:**

Date: April 25, 2025  
Contract No. C006775  
Project: BVD & WORLD DRIVE NORTHBOUND

Legal Description or Street Address of Project: The Buena Vista Drive portion of the milling and resurfacing project, is from the approach slabs of bridges 756020 & 756021 to the new pavement joint between the Riviera Resort entrance and Victory Way. The World Drive Northbound portion of the milling & resurfacing includes on and off ramps at overpasses with Buena Vista Drive and Epcot Center Drive.

Contract Sum: SIX MILLION, NINE HUNDRED THIRTY-SIX THOUSAND, FIFTEEN AND FORTY-NINE ONE-HUNDREDTHS DOLLARS (\$6,936,015.49) (hereinafter "Contract")

**BOND:**

Date: April 25, 2025  
Amount: SIX MILLION, NINE HUNDRED THIRTY-SIX THOUSAND, FIFTEEN AND FORTY-NINE ONE-HUNDREDTHS DOLLARS (\$6,936,015.49) (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:**  
HUBBARD CONSTRUCTION COMPANY

**SURETY:**

[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 # C006775  
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 proceeding by reason of any default whatever shall be brought on this bond after two (2) years from the day on which the final payment under said construction contract falls due.
4. Aggregate liability of Surety hereunder to Obligee is limited to the penal sum above stated Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against principal or against and other party liable to the payee on the discharged obligation.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor: **Hubbard Construction Company**

By \_\_\_\_\_

**Surety**

By \_\_\_\_\_

## CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: HUBBARD CONSTRUCTION COMPANY

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.: C006775, dated April 25, 2025, for BVD & WORLD DRIVE NORTHBOUND.
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: **Hubbard Construction Company**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title



**CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A**

Page 2 of 2

Date: \_\_\_\_\_

From: HUBBARD CONSTRUCTION COMPANY

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006775, dated April 25, 2025, between CENTRAL FLORIDA TOURISM DISTRICT and HUBBARD CONSTRUCTION COMPANY

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

<u>Name</u>	<u>Amount Due and Owing</u>	<u>Notes</u>
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Please initial: \_\_\_\_\_  
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: \_\_\_\_\_

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### RESPONSE TO CONTRACTOR

To: \_\_\_\_\_

Date: \_\_\_\_\_

Copy To: \_\_\_\_\_

From: \_\_\_\_\_

**DIRECTIVE NO.**

CONTRACT NO: C006775

DATE: \_\_\_\_\_

PROJECT: **BVD & WORLD DRIVE NORTHBOUND**

SUB-PROJECT: \_\_\_\_\_

CONTRACTOR: Hubbard Construction Company

ATTACHMENTS:

DESCRIPTION: \_\_\_\_\_

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

The following is applicable to this Directive as marked:

- \_\_\_\_\_ A. The work described above and in the accompanying attachments will not change the Contract Sum or Contract Time.
- \_\_\_\_\_ B. The Contract Sum shall be increased/decreased by the sum of \$ \_\_\_\_\_ as a result of this Directive and the Contract Time shall be increased/decreased by \_\_\_\_\_ calendar days and shall be reflected in a Change Order to be signed by the parties.
- \_\_\_\_\_ C. The amount of change, if any, to the Contract Sum or Contract Time is undetermined as of the date of the Directive. Any such change amount shall be determined in accordance with the provisions of Article 12 of the General Conditions of the Contract for Construction.
- \_\_\_\_\_ D. Proceed immediately with the changes on a time-and-materials basis. Time tickets shall be submitted daily to the Owner's Representative for verification. A formal Change Order will be issued for the actual costs based upon the signed time tickets and material invoices plus the Contractor's allowable mark-up as specified in the Contract Documents.
- \_\_\_\_\_ E. The parties are unable to agree at this time as to whether the work described above constitutes a change in the scope of the work of the Contractor. Such dispute shall be resolved in accordance with the applicable provisions in the Contract Documents.

Approved:

Recommended for Approval:

\_\_\_\_\_  
Central Florida Tourism Oversight District      Date

\_\_\_\_\_  
Engineer/Architect – (insert company name)      Date

Accepted:

\_\_\_\_\_  
Contractor: Hubbard Construction Company      Date

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

PROJECT: BVD & WORLD DRIVE NORTHBOUND

CONTRACTOR: Hubbard Construction Company  
1936 Lee Road  
Winter Park, FL 32789

CONTRACT NO. C006775

CHANGE ORDER NO.  
DATE: «Change Order Date»

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
CHANGE ORDER

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

1.	Original Contract Sum	<u>\$6,936,015.49</u>
2.	Total net change by previous Change Orders	<u>«Prior Revisions Fee Amount»</u>
3.	Contract Sum prior to this Change Order	<u>«Prior Contract Sum Amount»</u>
4.	Contract Sum will be adjusted with this Change Order	<u>«Fee Amount»</u>
5.	Adjusted Contract Sum including this Change Order	<u>«Total Contract Fee Amount»</u>
6.	Original Contract Time	<u>«Original Completion Date»</u>
7.	Contract Time prior to this Change Order	<u>«Prior Completion Date»</u>
8.	Adjustment in Contract Time by this Change Order	<u>«Extended Days» days</u>
9.	Adjusted Contract Time including this Change Order	<u>«Current Completion Date»</u>

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

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

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

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OWNER  
**CENTRAL FLORIDA TOURISM OVERSIGHT  
DISTRICT**

CONTRACTOR  
**HUBBARD CONSTRUCTION COMPANY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: S.C. Kopelousos

Print Name: \_\_\_\_\_

Title: District Administrator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACT NUMBER: C006775  
CHANGE ORDER NO. « Change Order\_Number»  
Page 2

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EXHIBIT A

<u>Item</u>	<u>Description</u>	<u>Value</u>
-------------	--------------------	--------------

Please initial:

\_\_\_\_\_  
Contractor

PROJECT: BVD & WORLD DRIVE NORTHBOUND

CONTRACT NUMBER: C006775

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	<u>\$6,936,015.49</u>
Total net change by previous Change Orders	<u>\$(Insert Amount)</u>
Contract Sum prior to this Change Order	<u>\$(Insert Amount)</u>
Contract Sum will be increased/decreased with this Change Order	<u>\$(Insert Amount)</u>
Final Contract Sum including this Change Order	<u>\$(Insert Amount)</u>

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. C006775 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	Waiver of Claim/Waiver of Lien/Litigation List
Attachment D	Contractor's Guarantee to Owner
Attachment E	Consent of Surety
Attachment F	Certificate of Substantial Completion

4. RETAINAGE: Within (15) working days after approval by Owner of the Contract Close-out Documents submitted by Contractor hereunder and satisfaction by Owner that Contractor shall have complied with all provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor.
5. The Contractor represents to the Owner that:
  - a. There are no outstanding claims, which the Contractor has against the Owner or Separate Contractors, their Subcontractors or Sub-subcontractors, on the Project, and to the best of

Please initial: \_\_\_\_\_  
Contractor

*Closeout Change Order*

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.

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OWNER:

**CENTRAL FLORIDA TOURISM OVERSIGHT  
DISTRICT**

Signature: \_\_\_\_\_

Print Name: S.C. Kopelousos

Title: District Administrator

Date: \_\_\_\_\_

CONTRACTOR:

**HUBBARD CONSTRUCTION COMPANY**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006775  
CHANGE ORDER NO. (Insert C.O. Number)

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GENERAL RELEASE

Attachment A

CONTRACT NO. C006775

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, HUBBARD CONSTRUCTION COMPANY, 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 April 25, 2025, Contract No. C006775, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and HUBBARD CONSTRUCTION COMPANY 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 \_\_\_\_\_.

\_\_\_\_\_  
Hubbard Construction Company  
(Contractor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title



CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006775  
CHANGE ORDER NO. (Insert C.O. Number)

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CONTRACTOR'S AFFIDAVIT

Attachment B  
Page 1

From: HUBBARD CONSTRUCTION COMPANY

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. C006775, dated April 25, 2025, for the BVD & WORLD DRIVE NORTHBOUND 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.

\_\_\_\_\_  
Hubbard Construction Company  
(Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006775  
CHANGE ORDER NO. (Insert C.O. Number)

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CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment B  
Page 2

Date: (Insert Date)

From: Hubbard Construction Company

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006775, dated April 25, 2025, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
and HUBBARD CONSTRUCTION COMPANY

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

NAME

AMOUNT DUE AND OWING

OTHER

Please initial: \_\_\_\_\_  
Contractor

CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006775  
CHANGE ORDER NO. (Insert C.O. Number)

---

Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Hubbard Construction Company

CONTRACT NO. C006775

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

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

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

TYPE

COMPANY FILING NOTICE

UNDER AN ORDER GIVEN BY:

Please initial: \_\_\_\_\_  
Contractor

CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006775  
CHANGE ORDER NO. (Insert C.O. Number)

---

CONTRACTOR'S GUARANTEE TO OWNER

Attachment D

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006775

Project: BVD & WORLD DRIVE NORTHBOUND

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.

\_\_\_\_\_  
Hubbard Construction Company  
(Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Local Representative to be contacted for service:

Contractor: (Hubbard Construction Company)  
Name: \_\_\_\_\_  
Address: 1936 Lee Road  
Winter Park, FL32789  
Telephone No.: \_\_\_\_\_

CONSENT OF SURETY

Attachment E

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. C006775, dated April 25, 2025, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the BVD & WORLD DRIVE NORTHBOUND project. We understand that the Contractor desires to be paid, subject to our consent, the retainage held by the Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

1. We hereby consent to the payment of the retainage as aforesaid.
2. Said payment shall in no way affect the aforesaid Payment and Performance Bonds or our obligations thereunder, all of which shall remain in full force and effect.

Very truly yours,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

*Closeout Change Order*

CONTRACTOR: Hubbard Construction Company  
CONTRACT NUMBER: C006775  
CHANGE ORDER NO. (Insert C.O. Number)

---

Attachment F

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006775  
PROJECT: BVD & WORLD DRIVE NORTHBOUND  
CONTRACTOR: Hubbard Construction Company  
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: \_\_\_\_\_

Dear Team, This is the Box intranet folder for COIs. Please upload insurance certificates using the same standard naming convention as OnBase. Combine COIs with their related endorsements to ensure you are uploading single files and not multiple documents for one certificate. If you have any permission issues, please let me know. Thank you, Corrin

*Closeout Change Order*

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

CONTRACT NO.: C006775

PROJECT: BVD & WORLD DRIVE NORTHBOUND

CONTRACTOR: Hubbard Construction Company

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

**SECTION 00850**  
**LIST OF DRAWINGS AND SPECIFICATIONS**

The following list of drawings and specifications, all prepared as noted, shall form a part of the Project Manual:

Project Manual

Entitled: ~~2025 Milling & Resurfacing Pavement Program~~ **BVD & World Drive Northbound Milling & Resurfacing**  
Dated: ~~February 6, 2025~~ **February 7, 2025**

**DRAWINGS:**

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

**LIST OF DRAWINGS / MATERIALS:**

DRAWING NO.	DRAWING TITLE	ISSUE DATE	EOR
<b>WORLD DRIVE NORTHBOUND (OSCEOLA PARKWAY TO ECD) MILLING AND RESURFACING</b>			
1	Key Sheet	05/23/2023	Kisinger Campo & Assoc. Corp.
2	Typical Sections (1)	05/23/2023	Kisinger Campo & Assoc. Corp.
3	Typical Sections (2)	05/23/2023	Kisinger Campo & Assoc. Corp.
4	General Notes	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>7</del> 5	Project Layout	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>11</del> 6	Roadway Plan (01)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>12</del> 7	Roadway Plan (02)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>13</del> 8	Roadway Plan (03)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>14</del> 9	Roadway Plan (04)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>15</del> 10	Roadway Plan (05)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>16</del> 11	Roadway Plan (06)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>17</del> 12	Roadway Plan (07)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>18</del> 13	Roadway Plan (08)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>19</del> 14	Roadway Plan (09)	05/23/2023	Kisinger Campo & Assoc. Corp.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
BVD & World Drive Northbound Milling & Resurfacing  
Contract: C006775

Section 01009  
~~Project Specific Safety Plan Requirements~~  
February 7, 2025

<del>20</del> 15	Roadway Plan (10)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>21</del> 16	Roadway Plan (11)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>22</del> 17	Roadway Plan (12)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>23</del> 18	Roadway Plan (13)	05/23/2023	Kisinger Campo & Assoc. Corp.
<del>24</del> 19	Roadway Plan (14)	05/23/2023	Kisinger Campo & Assoc. Corp.
<b>BVD (FROM BRIDGES NEAR EPCOT RESORTS BLVD TO THE PAVMENT JOINT BETWEEN VICTORY WAY AND THE RIVIERA RESORT ENTRANCE)</b>			
1	Key Sheet	<del>10/20/2022</del> 09/18/2024	<del>Kisinger Campo &amp; Assoc. Corp.</del> HNTB Corporation
2	Typical Sections (01)	09/17/2024	HNTB Corporation
3	Project Layout	09/17/2024	HNTB Corporation
4	General Notes	09/17/2024	HNTB Corporation
5	Roadway Plan (01)	09/17/2024	HNTB Corporation
6	Roadway Plan (02)	09/17/2024	HNTB Corporation
7	Roadway Plan (03)	09/17/2024	HNTB Corporation
8	Roadway Plan (04)	09/17/2024	HNTB Corporation
9	Roadway Plan (05)	09/17/2024	HNTB Corporation
10	Roadway Plan (06)	09/17/2024	HNTB Corporation
11	Roadway Plan (07)	09/17/2024	HNTB Corporation

**SUPPLEMENTAL ATTACHMENTS:**

DRAWING NO.	DRAWING TITLE	ISSUE DATE	ISSUER
	RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)	02/08/2023	RCES

**SPECIFICATIONS:**

The following list of specifications is applicable to the foregoing.

SECTION NO.	SECTION TITLE	ISSUE DATE
<b>DIVISION 00 – CONTRACT &amp; BIDDING DOCUMENTS</b>		

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
BVD & World Drive Northbound Milling & Resurfacing  
Contract: C006775

Section 01009  
~~Project Specific Safety Plan Requirements~~  
February 7, 2025

02/07/2025

00850	List of Drawings and Specifications	10/05/2024
<b>DIVISION 01 – GENERAL REQUIREMENTS</b>		
01009	CFTOD Project Specific Safety Plan Requirements	10/05/2024
01010	Summary of Work	10/05/2024
01018	Owner-Furnished Products	10/05/2024
01020	Electronic Document Processing Service	10/05/2024
01021	Allowances	10/05/2024
01041	Project Coordination	10/05/2024
01045	Cutting and Patching	10/05/2024
01050	Field Engineering	10/05/2024
01100	Alternates	10/05/2024
01202	Progress Meetings	10/05/2024
01310	Construction Schedule	10/05/2024
01315	Contract Time, Sequencing and Timing Of Work	10/05/2024
01325	Schedule of Work	10/05/2024
01330	Submittal Procedures	10/05/2024
01340	Shop Drawings, Product Data and Samples	10/05/2024
01370	Schedule of Values	10/05/2024
01410	Regulatory Requirements	10/05/2024
01420	References	10/05/2024
01440	Quality Assurance and Quality Control	10/05/2024
01455	Testing and <del>Inspecting</del> <sup>Inspection</sup> Services	10/05/2024
01500	Temporary Construction Facilities	10/05/2024
01560	Erosion Control and Dewatering	10/05/2024
01560A	<del>HP&amp;E</del> SFWMD Dewatering Permit Notification	10/05/2024
01630	Substitutions and Product Options	10/05/2024
01640	Product Handling and Protections	10/05/2024
01700	Project Closeout	10/05/2024
01710	Cleaning	10/05/2024
01720	Project Record Documents	10/05/2024
01730	Execution	10/05/2024
01750	Starting and Adjusting	10/05/2024
09870	Protective Coatings for Carbon Steel Light Poles and Mast Arms	10/05/2024
<b>DIVISION 02 &amp; 03 – SECTION 1 - ROADWAY SPECIFICATIONS</b>		
	FDOT Specification Reference and Modifications	September 2024
CFTOD 334	Specification for Asphalt Pavement	September 2024
CFTOD 528	Specification for Portland Cement Concrete Sidewalk and Driveway	September 2024

END OF SECTION 00850

## **SECTION 01009 CFTOD PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS**

### **PART 1 – GENERAL**

#### **1.01 INTRODUCTION**

A Project Specific Safety Plan (PSSP) is a communication tool between contractors and the Owner's Representative. Used correctly, the PSSP ensures that relevant project/site-specific safety information is identified, monitored and communicated to all involved with the project.

#### **1.02 PURPOSE**

The PSSP will allow all those involved with the project to easily identify the existing and potential hazards associated with the scope of work and what methods the contractor shall utilize to mitigate the hazards to an acceptable level.

This should not be an overly complex document. It should be easily referenced by all those working on the project. The document should be able to be used as part of the daily pre task planning and for onsite safety meetings (toolbox talks).

The PSSP should not be a version of the company safety plan. It is Project / Site / Task specific. The PSSP shall include the applicable information commensurate with the size, complexity and risk level of the project.

The PSSP shall make it clear that everyone on the project has the right to report hazards and unsafe practices without fear of reprisal.

Contractor shall submit a PSSP to the Owner's Representative for review prior to project commencement with appropriate time for review. The Owner's Representative reserves the right to ask the Contractor to resubmit the PSSP if safety critical items related to the project are missing or incomplete.

The submittal of the PSSP does not relieve the Contractor from any other submittals required by the Contract Documents, including but not limited to:

- Construction & Demolition Safety Plan
- Crane Critical Lift Plan
- Hazardous Materials Disposal Plan
- Maintenance of Traffic Plan
- Hurricane / Weather Contingency Plan

#### **1.03 FORMAT**

The Owner's Representative will not dictate the exact format of the PSSP. However, there are four critical components of the PSSP:

- Responsibilities / Contacts
- Scope of work
- Job Safety Analysis (JSA)
- Pre-Task / Daily Safety Planning

A. RESPONSIBILITIES / CONTACTS

This section shall simply and clearly define the duties and responsibilities of the Contractor's personnel regarding the work to be completed and safety and health program implementation. It should also include means to contact those listed (i.e. phone, email, etc.)

- Contractor's President/Owner (of company)
- Contractor's Project Manager
- Contractor's Safety Manager (if applicable)
- Contractor's Field Supervision/ Superintendent
- All of Contractor's Subcontractors and Sub-Subcontractors (if any)

B. SCOPE OF WORK

The Scope of Work shall include translating the contract scope of work into a specific detailed work plan. It shall identify location(s), means and methods of accomplishing the plan, anticipated sequence of events, equipment to be used, etc. Please note that this includes all work to be performed by the Contractor and Subcontractors of every tier.

The scope shall also identify the following:

- Maximum height and depth of work activities
- Industrial hygiene issues
- Exposure to high hazard areas including but not limited to:
  - Water Ways
  - Diving
  - Crane Lifts
  - Energized Electrical Systems
  - Confined Spaces
  - Maintenance Of Traffic ("MOT")
  - Guest Areas

C. JOB SAFETY ANALYSIS (JSA)

The JSA is a task/operation-driven document to ensure that the job task or operation receives proper safety planning prior to beginning work. In actuality, the JSA is a written work plan that incorporates safety procedures into the work practices. The JSA should be prepared far enough in advance of the task or activity to ensure that changes or revisions will not affect the scheduled execution of the task or activity. A JSA is to be developed by the Contractor or Subcontractors for any high-hazard or high-risk activity as identified by the Owner's Representative in its sole and absolute discretion, the Contractor or all Subcontractors of every tier.

The specific format of the JSA is to be determined by the Contractor, however, it must include the following information:

- A breakdown of the job into successive steps involved with the work activity.
- Identification of the hazards and the potential incidents associated with each work activity.
- Identification of methods to reduce or eliminate the hazards and potential incidents.

D. PRE-TASK PLANNING

Pre-task Planning is an activity that occurs at the start of each day, prior to beginning any work shift during which work is to be performed by the Contractor or any Sub-contractor of any tier, as well as any time the daily cope of the work changes. It helps everyone involved in performing, supervising and overseeing the work to align the objectives to be accomplished before the day of work begins. A Pre-task Planning form is required to be completed and a meeting is required to be held with the crew by the supervisor prior to the start of each work shift. At a minimum, the supervisor will include the following in the Pre-task Planning:

- Identify the specific actions and work methods required to perform the work.
- Identify the specific hazards associated with the performance of the work and the measures necessary to eliminate or minimize the workers' exposure to the hazard.
- Provide the necessary training needed to safely perform the work.
- Identify and provide the necessary tools, equipment, and PPE required to protect the workers from the hazards.
- Review any items that may be applicable to their work activity previously identified on the JSA.

The Pre-Task Plan will be documented and kept in the work location for the duration of the shift or activity. As acknowledgment of its contents, the Pre-Task Plan must be signed by all members of the work crew and its supervisor, and others identified by, and in the sole and absolute discretion of, the Owner's Representative.

Pre-Task Planning is not something that is to be submitted with the PSSP however it must be maintained on the jobsite throughout the project duration for review by the Owner's Representative and, at the request of the Owner's Representative, must be provided to the Owner's Representative as part of the Contract Close- out documentation.

**END OF SECTION 01009**

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**SECTION 01010  
SUMMARY OF WORK**

**PART 1 – WORK COVERED BY CONTRACT DOCUMENTS**

**1.01 General**

- A. The Scope of Work for the BVD & World Drive Northbound Milling & Resurfacing Project is described by the Project Manual entitled BVD & World Drive Northbound Milling & Resurfacing Project. Specific elements of the Scope of Work are generally summarized below but this Summary of the Work is not intended to be complete descriptions of the Work. Any quantities or measurements, if included in the summaries, are approximate and are not to be used in estimating the Work.
- B. It is the intent of the Owner that the Contractor will perform all of the Work of any kind and nature shown on the drawings and/or described in the specifications, which is within the Contractor's Scope of Work unless specifically excluded or indicated as Owner-furnished and/or installed. Any Work not specifically indicated on the drawings and/or described in the specifications but required to fulfill the intent of a "complete job" for the Contractor's Scope of Work will be considered to be included in the Contract.

**1.02 General Summary**

The scope of work for the BVD and World Drive Northbound Milling & Resurfacing Project includes, but is not limited to; Maintenance of Traffic/ Lane Closures, Erosion and Sedimentation Control, Milling and Resurfacing, Signage and Pavement Markings.

**1.03 Detailed Scope of Work**

- A. Mobilization and General Conditions:
  - 1. The Contractor shall provide a minimum dedicated full-time staff for the duration of the Contract Time including but not limited to the following staff positions:
    - a. Part time dedicated project manager.
    - b. Full time dedicated general superintendent.
    - c. Full time foreman and crew dedicated to Maintenance of Traffic (MOT)
    - d. Power broom on site at all times.
- B. Maintenance of Traffic(MOT)/Temporary Traffic Control (TTC):
  - 1. 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 Temporary Traffic Control Plan (TTC/MOT Plan). Contractor is required to adhere to FDOT Standard Plans (Standard Design Index) 102-600 series and associated indexes for items not detailed in the TCPs. Contractor is required to submit for approval proposed MOT/TTC details when certain activities require detailed operations to control traffic flow. Contractor shall include all such activities within their bid and expect to attend regular MOT/TTC Coordination meetings to discuss proposed operations. Detour plans have been provided within the project plans related to the paving requiring the closures of ramps. Should the Contractor request to deviate from the TCPs or request an alternate/additional detour or subphase, the Contractor shall hire a professional engineer licensed to do business in the State of Florida to provide a certified MOT/TTC individual plan prior to applying for the required permits from CFTOD Planning & Engineering. The

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- MOT/TTC plans shall comply with the Manual for Uniform Traffic Control Devices and applicable FDOT Standards. The Contractor shall maintain his traffic control devices for the entire duration of the project until the Owner certifies that the Punch List is complete.
2. The Contractor shall provide a qualified traffic control crew to provide continuous maintenance of all traffic control systems at its expense, whenever traffic conditions warrant such control and whenever directed to provide such maintenance or adjustments by the Construction Manager. This requirement shall also apply to all 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.
  3. The Contractor shall provide a qualified traffic control crew at its expense to inspect all traffic control systems in the presence of the Construction Manager at the beginning and end of each work shift for a minimum of one hour after the start of the shift and a minimum of one hour before the end of the shift. The Contractor's crew shall make immediate corrections or adjustments to the MOT/TTC systems as required to conform them to the approved MOT/TTC plans or as directed by the Construction Manager.
  4. All MOT/TTC devices shall be like new. They shall be freshly painted and free of scratches, dents, dirt, debris, and stains. The Contractor shall replace any MOT/TTC device that becomes damaged with a new device.

C. Lay Down Yard/Employee Parking Construction:

1. The designated lay down yard and employee parking area is anticipated to be in the vicinity of the Project Site. The exact location of the laydown area shall be coordinated with and approved by the CFTOD Construction Manager, prior to mobilization. The Contractor shall contain all trade parking, inclusive of the Contractor itself, to designated contractor parking areas. Staging and construction laydown is very limited within project limits. Contractor is responsible to maintain cleanliness of their assigned/approved area(s). No POV shall be parked within project limits.
2. Contractor Employees shall be transported from assigned parking areas to work areas by means provided by Contractor.

D. Erosion and Sedimentation Control:

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 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.
  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
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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. The 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.

E. Survey and Lay-Out:

1. The Contractor shall perform all survey and lay out as required to complete the work within the specified tolerances.
2. After award of the contract and within fourteen (14) days of receiving a Limited Notice to Proceed, the Contractor shall complete all survey work required to verify and accept the accuracy of the grades noted as existing on the bid drawings. At the end of the fourteen-day discovery period, the Contractor shall provide written acceptance of the existing grades or provide written documentation of any material deviation it has discovered between the existing conditions and the conditions noted as existing on the bid drawings. All claims shall be made in strict accord with Article 13 of the General Conditions of the Contract for Construction. Failure to give such notice or to provide substantiation thereof shall constitute a waiver of the claim and acceptance of the existing grades.
3. Refer to the Drawings for information regarding bench mark datum and coordinate system.
4. The Contractor shall preserve and protect all existing survey monuments within the limits of construction.
5. It is the responsibility of the Contractor to generate survey control, layout, and as-built information as required in the contract documents. **At no time will the project CAD design files be given to the Contractor.**

F. Clearing:

1. The Contractor shall provide all clearing and grubbing as needed in performance of the work. Tree pruning, as required, is to be performed/supervised by an approved certified arborist as deemed necessary by the Owner's Representative.
2. No burning will be allowed on site. The Contractor shall remove all cleared vegetation (grasses, plants, bushes, shrubs, trees, etc) from the site and dispose of it legally off site. Existing grasses/sod removed (strippings), as required for construction, shall be disposed of off-site at the contractor's expense and not utilized for embankment, backfill, or prepared soil layer of any kind unless approved by the Owner's Representative.
3. The Contractor shall remove all irrigation systems within the limits of the Work as required for the construction of the improvements. The Contractor will be required to retain the



services of a CFTOD approved irrigation company to make any repairs and adjustments due to the Contractor's construction activities as directed by the Construction Manager/Owners' Representative.

4. The following contractors have worked within the boundaries of Central Florida Tourism Oversight District (CFTOD) property in the past. By providing this list, CFTOD does not make or imply any qualifications or statements as to the performance or standing of these firms and the bidder is at their own risk while contracting or working with them:
  - a. Brightview Development  
Ron Claassen 321-231-0161
  - b. Commercial Landscapes  
Philip Johnson 352-267-2457
  - c. Cepra Landscapes  
Robert Maier 407-717-0635
  - d. Down To Earth  
JC Nowotny 321-356-9728
  - e. Newberg Irrigation  
Joel Newberg 407-493-7300

G. Utilities:

1. The Contractor is to coordinate all utility construction efforts with the utility owners – Reedy Creek Energy Services (RCES) RCES requires coordination for inspections of their new and existing utilities. RCES will also require 72-hour notice and planning when working around their existing utilities. Other utility owners may include, but are not limited to, Smart City Telecom (data and communications fiber optic and wire), CFTOD (traffic fiber optic), and WDW Telecom (Disney fiber optic), Spectrum, Duke, Summit Broadband, TECO, & AT&T.
2. The Contractor shall identify and protect all existing utilities within the limits of the work.
3. Except as otherwise explicitly indicated on Drawings or called for in the Specifications, do not cut, alter, remove or otherwise disturb any existing improvement or construction or disturb any existing utilities without the approval of the Construction Manager.
4. The Contractor shall immediately restore to service and repair any damage caused by it to any existing utilities which are not scheduled for removal, discontinuance or abandonment, or which have not been released by the Owner and jurisdictional agencies for removal, discontinuance or abandonment, even if so scheduled.
5. Temporary Supports for existing Utilities: The Contractor shall provide all necessary temporary supports required to protect any and all existing utilities prior to commencing Work. Any damage to existing in-service utilities during construction will be repaired at the Contractor's expense. Temporary supports shall be reviewed by representatives of RCES or appropriate utility company prior to installation by the Contractor.
6. The Contractor shall strictly adhere to utility notice and excavation permit provisions specified in Section 2.13 of Section 01010 of the project manual. The RCES Utility Locate Office will locate primary utility services. It will not locate secondary services. Secondary services include roadway lighting systems, irrigation systems, and electrical power systems for the existing lift station. All such services shall be maintained and/or relocated without interruption to existing services. The Contractor shall hire a private utility locate service to identify and locate all secondary utilities within the limits of the Work
7. Locating services provided by the RCES Locating Services Office 10T13T, Sunshine 811 and by any private secondary locating technician are confined to surface markings and flagging only. The Contractor shall hand dig and soft dig as required to determine the depths of all utilities. All such hand digging and soft digging shall be included in the Lump Sum Contract amount.
8. In the case of a conflict between the RCES specifications and the CFTOD specifications, generally the CFTOD specifications shall supersede the RCES specifications. The final

determination shall be made by the Construction Manager. This is notwithstanding provisions contained elsewhere in the general conditions.

9. Any temporary or permanent utility (potable water, reclaimed water, sanitary water, gas, chilled water, etc.) connection to existing facilities will require advance coordination between Contractor, Owner, Owner's Representative, and RCES in all cases.
10. Contractor is strictly prohibited from adjusting, closing, or opening any mechanical valves on RCES, CFTOD or Resort utility systems. Utilization/adjustment of valves for any reason requires advance coordination between Contractor, Owner, Resort Owner, Owner's Representative and RCES in all cases. The utility Owner(s) must be present to supervise/perform any and all valve operations.

H. Construction:

1. The Contractor shall construct all areas as shown on the drawings.

I. Landscape Work:

1. The Contractor shall guarantee all Work for a period of one (1) year after the Owner certifies that the Punch List is complete.
2. When the Contractor has completed the Work as indicated on the drawings the Contractor shall notify the Owner and request its review. The Owner will provide art direction regarding the final adjustments of the landscaping, which may require additional plantings or relocations of plantings by the Contractor until the Owner is satisfied with the aesthetic appearance of the final landscape. The Contractor shall include reasonable equipment and man-power time to make field adjustments as specified by the Owner.
3. The Contractor shall remove all rocks and small debris from the planter areas prior to planting landscaping.
4. The Contractor shall schedule inspections at plant nurseries with the Owner prior to delivery (if applicable). The Owner shall determine the condition of the shrubs and trees. Inferior quality or non-compliant material shall not be installed. If installed, removal of such material will be performed at the Contractor's expense.
5. The Contractor shall field stake the location of all plant material and bed outlines prior to initiating installation for the review and approval of the Owner.
6. The Contractor shall guarantee all landscaping, including grasses, sod, trees, palms, shrubs, and aquatics, to be alive and in satisfactory growth at the end of the maintenance period.
7. The Contractor shall dig test holes in all planting beds prior to plant installation. The Contractor will verify the soil conditions and accept sole responsibility for all plant material installed.
8. The Contractor shall bear all costs of soils, testing and amendments etc. associated with the Work and included in the Specifications. Prior to commencement of the landscape planting Work the Contractor shall provide complete soil tests as required.
9. The Contractor shall field-adjust plant material as necessary to avoid damage to all existing underground utilities and/or existing above ground hardscape elements, roadway lighting, traffic signal poles and equipment, regulatory signs, and other elements of the infrastructure. All such changes required shall be completed at the Contractor's expense and shall be coordinated with the Owner.
10. The Contractor shall promptly provide all photo documentation, certificates, samples and other submittal data required by the Contract Documents and in accordance with the Milestone Schedule. The Contractor shall schedule inspections of the nurseries with the nurseries and with the Owner. The Contractor shall accompany the Owner to each nursery to assist in tagging the trees selected to be delivered to the site. In addition, the Contractor shall provide 48 hours advance notice to the Owner of each delivery from the nurseries and

afford the Owner the opportunity to inspect the trees prior to their installation. All trees shall be subject to approval by the Owner before they are planted by the Contractor.

J. Sod:

1. Contractor shall replace all sod, with like kind, if damaged by its operations. This shall include sod replacement required from equipment storage and material laydown sites as well as damage caused from construction vehicle tracking.
2. Existing sod and fine grading issues within the vicinity of the construction site that were not caused by construction activities may be selected to be repaired under Allowance #1 - Existing Condition Fine Grading & Sod Repairs.

K. Irrigation:

1. The Contractor shall repair and restore to new condition any and all grades, landscaping, sod, utilities, or sleeves that are damaged during construction.
2. No landscape planting shall commence prior to the Contractor having the ability to adequately water such plantings either by hand or through the use of an irrigation system. The Contractor shall be responsible for watering all plantings if the irrigation system is not operational.
3. The Contractor shall be responsible to maintain the irrigation system in such a manner to prevent plant stress due to lack of water. Planted material that becomes stressed beyond recovery, shall be replaced by the Contractor at no additional charge. If temporary irrigation systems are required to meet the Milestone Schedule, the Contractor shall provide such temporary systems.
4. Contractor shall coordinate all planting work with irrigation work and shall be responsible for all hand watering as required to supplement irrigation watering and rainfall. The Contractor shall be responsible for supplemental hand watering in all planting areas, regardless of the status of the irrigation.
5. All irrigation pipe and control wire must be inspected by the Owner's Representative prior to backfilling on a daily basis. The irrigation mains shall be tested according to the Specifications and a Representative of the Owner must witness all pressure tests.

## **PART 2 – GENERAL INSTRUCTIONS & STANDARDS FOR THE CONSTRUCTION WORK**

### **2.01 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
1. 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
1. Contractor shall submit with its Bid Proposal a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, field work, and administrative services required. The Contractor shall identify the key person to be placed in responsible charge of the work. The Project Manager and key personnel within each discipline shall be identified and past experience of each, as it relates to this Project, shall be discussed. Other items to be included in the discussion of the staffing plan are:

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

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

## **2.02 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 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 Central Florida Tourism Oversight District and Walt Disney World ponds, lakes, wetlands, or canals become contaminated due to the Contractor's actions or inactions, the cost to flocculate, clean, or restore by any other means, these ponds, lakes, wetlands, or canals shall be paid for by the Contractor. Any fines and / or penalties assessed for contamination of these water bodies, due to the Contractor's actions or inactions, shall be paid for by the Contractor.

## **2.03 Coordination**

- A. The Contractor shall coordinate with the Construction Manager to allow for all materials testing. The Owner shall pay for costs associated with the initial testing but the Contractor shall be liable

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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.
- D. The Contractor is required to coordinate with the delivery of any and all Owner Furnish, Owner or Contractor installed items.
- E. The Contractor shall coordinate with the Construction Manager for site access/control for the District Fire Department.
- F. The Owner, or appointed delegate, reserve the right of access to any part of the job site, at any time, for the purpose of observation, or to install other work, either with its own forces or with other contractors.

#### **2.04 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 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.
- C. The Contractor shall ensure its personnel are properly dressed with O.S.H.A. approved clothing and safety gear, including but not limited to, hard hats, work shoes, shirts and long pants, as appropriate for the performance of the Work. Shorts, sleeveless shirts (tank tops) or clothing bearing offensive marks or wording are not permitted to be worn on the job site. The Owner's Representative shall solely determine whether any such clothing is or is not permissible.

#### **2.05 Surveying**

- A. Refer to Specification Section 01050 – Field Engineering, contained in the Project Manual, for specifications governing field engineering and surveying.
- B. The Contractor shall inspect the site, observe the existing conditions and grades, and make reasonable measurements to verify existing conditions prior to its bid.
- 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 of 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. The Contractor shall verify forms prior to pouring, or placing, critical components of structures.
- E. 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.**
- F. The Contractor verify the location of all existing utilities or obscured existing improvements or construction indicated on Drawings to be proximate to or affected by the Work prior to commencement of excavation or demolition in any given area.

## **2.06 Testing and Inspection**

- A. Refer to Specification Section 01455 – Testing & Inspection 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.

## **2.07 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 Control and Dewatering, contained in the Project Manual.
- B. The Contractor shall submit for approval any and all Erosion and Sedimentation control measures necessary/required to remedy waterway conditions negatively impacted by or resulting from contractor operations. Contractor will implement such approved measures at no additional cost to the owner.

## **2.08 Temporary Fencing**

- A. Geogrid Fencing and Silt Barriers:
  - 1. When required by the Contract Documents, geogrid fencing and silt barriers shall be provided and maintained along the boundaries of all designated tree preservation and protected wetland areas. The Contractor shall not disturb the trees or vegetation within such areas unless directed otherwise by the Owner's Representative.
  - 2. 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.
  - 3. The Contractor shall inspect all geogrid fences and silt barriers daily and shall immediately make necessary repairs to any damaged or improperly functioning geogrid fences and/or silt barriers.

## **2.09 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.

**2.10 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. The Contractor shall provide a final clean prior to turnover.

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- L. 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.
  - M. 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.
  - N. Cranes and draglines shall be boomed down at the end of each workday and during periods of inactivity during the workday.
  - O. 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.
  - P. Maintenance and dust abatement of all areas of Work provided by the Contractor shall be performed in a manner acceptable to the Owner.
  - Q. The Contractor will be responsible for safely barricading open excavations that may present hazards.
  - R. The Contractor shall hire Mid Florida Materials to provide rubbish removal, reuse container rental/removal or other services related to the disposal of waste material from the job site. Contact Noah (Tel: 407.607.9359) or Lisa (Tel: 407.607.9345), a minimum of 24 hr. in advance of waste pick-up. No other firm, entity or agency is authorized to provide solid waste service within the District unless permitted in writing by the District. Such service includes Class I, Class III and Construction and Demolition Debris service. Any firm, entity or agency found to be providing such service within the District without written permission from the District shall be required to remove 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.
  - S. The Contractor shall legally dispose of all excess soils generated by the Work.
  - T. On-site security is the responsibility of Contractor. Observe security requirements established by Central Florida Tourism Oversight District and adjacent landowners. Coordination and all questions with regard to security shall be directed to the Construction Manager.

## **2.11 Existing and Adjacent Roadways and Utilities**

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

## **2.12 Temporary Facilities**

- 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.

## **2.13 Notification to Utility Companies and Excavation Permit**

- A. Utility Locate Tickets:
  - 1. In accordance with Florida “Underground Damage Prevention and Safety Act” (Chapter 556, Florida Statutes) as administered by Sunshine 811 of Florida. Any entity or individual responsible for any project involving excavating, grading, penetration, or disturbance of the earth’s surface, inclusive of jack and boring, pile-driving, directional drilling, trenching and pipe bursting, within the District shall not commence such work within the District until that entity/individual has submitted a Locate Ticket request to Sunshine 811 and received clearance from the affected utilities. Refer to <http://www.sunshine811.com/>.
  - 2. There are two types of utility locate requests:
    - a. Standard Locate requests:
      - i. Used when no portion of the excavation will be underwater
      - ii. 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.
      - i. Call 811 or enter the request via the internet at <http://www.online811.com>
      - ii. 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](mailto:utilitylocates@disney.com) to locate the existing utilities in the area.
      - i. Provide the Sunshine 811 locate ticket number.
      - ii. 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:
      - i. 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

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- requires immediate repair, as determined by FDOT or another affected political subdivision.
      - ii. 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. Excavators not approved for ITE emergency ticket entry must request emergency tickets by calling 811.
  - B. 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.
  - C. DO NOT BEGIN EXCAVATION until you have:
    - 1. Received and reviewed the RCES Utility Locate Office ticket and notes for utility presence, conflicts, or special conditions AND
    - 2. Been notified by Sunshine 811 that all public utility locators (RCES/CFTOD, Smart City, TECO/Peoples Gas, Duke Energy, etc.) have responded to the locate request. This is automatically sent to you if you provide an e-mail address during the locate ticket request process. Or you can access them manually by calling 800.850.8257 or using the internet at the web address noted above.
  - D. NOTE: RCES is ONLY RESPONSIBLE for locating the utilities owned by Central Florida Tourism Oversight 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.
  - E. During Excavation:
    - 1. Protect exposed underground facilities.
    - 2. Keep the locator marks visible throughout the excavation period or request a reissue of the locate.
    - 3. STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) or if you expose any warning tape or red concrete and contact the facility owner directly.
    - 4. Understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks when using any mechanized equipment within the tolerance zone, supervision is necessary.
    - 5. Keep a copy of the RCES Locate Ticket and the Sunshine 811 Positive Response at the specific area of work.
    - 6. Issuance of a utility locate ticket does not relieve the excavator of the responsibility of exercising due caution for unknown or miss-allocated underground utilities.
      - a. The Utility Locate Ticket shall not be construed as a building permit.
      - b. When a utility requests an area to be “HAND-DUG” it means HAND DIG ONLY.
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7. The Owner reserves the right to stop excavation at any time for the following reasons:
  - a. The Utility Locate Ticket is not present at the work site.
  - b. The excavation is not in compliance with WDW, RCES, or CFTOD rules and regulations.
  - c. The excavation is endangering personnel, equipment, or existing utilities.
  - d. No restitution will be made for work stoppage for violations of the above-mentioned causes.

#### **2.14 Safety Requirements**

- A. The Contractor shall submit a certificate to show proof of inspection of all hoisting machinery, including serial number, date of certification, and expiration date, prior to its use. The certificate shall be displayed on the subject equipment signed by a competent person or by a government or private agency recognized by the Department of Labor. The Contractor shall maintain records and dates of the results of inspections for each hoisting machine and piece of equipment.
- B. Contractor shall provide a Site-Specific Safety Plan and obtain approval by the Owner prior to commencing work.
- C. 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.
- D. Contractor is required to start all meetings or briefings with a "Safety minute or thought of the day".

### **PART 3 – SPECIAL INSTRUCTIONS**

#### **3.01 Work Hours**

- A. All work requiring a temporary lane closure shall be performed between 10:00 PM and 6:00 AM Sunday through Thursday. Multi-lane closure operations may require alternate approved start times in order to minimize traffic impacts to adjacent Park closures, which will need be vetted weekly with the CFTOD Construction Management Team.
- B. Detours shall only be permitted to be implemented 2 hours after the latest Park closure time, for the requested date, until 6am. A minimum of a two week prior notification and approval from CFTOD Construction Management Team is required prior to implementation.
- C. Contractor shall obtain approval from the Owner's Representative at least 72 hours prior to scheduling any work to be performed during hours other than the normal (7:00 am to 4:00 pm) work hours or on Saturdays, Sundays, or legal holidays.
- D. The Contractor shall pay for the cost of all standby trades or premiums for work on Saturdays, Sundays, and Holidays when the schedule or job site conditions require such work.

#### **3.02 Restrictions Governing Certain Construction or Demolition Activities**

- A. Work Restrictions
  1. Reedy Creek Energy Services (RCES) places moratoriums restricting work near critical utilities during the following Holiday periods:
    - a. Christmas through New Years

- b. July 4<sup>th</sup>
    - c. Easter/Spring Break
    - d. Thanksgiving
    - e. Memorial Day
    - f. Labor Day
  - 2. 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.
- B. Direction drill, drilled shaft, jack and bore spoils
- 1. Spoils from auger operations, drilling, and jacking operations are to be disposed of properly offsite at no additional cost to the Owner.
  - 2. All fluids (slurry) generated by directional drill/auger operations must be legally disposed of outside of the Central Florida Tourism Oversight District and outside of the Walt Disney World Resort. The RCES Composting Facility no longer accepts drilling fluids.

### **3.03 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.
- 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. **If the Contractor is to leave any materials on site after work hours, it shall be secured in a conex, or a fenced in area at the Contractor's expense.**
- 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.

## **PART 4 – ATTACHMENTS**

### **4.01 Supplemental Information**

- A. See Specification Section 00850.

**PART 5 – CLARIFICATIONS**

- 5.01** The work hereunder is not subject to, nor governed by, union and/or trade agreements.

<b>END OF SECTION 01010</b>
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**SECTION 01020  
ELECTRONIC DOCUMENT PROCESSING SERVICE**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. In order to expedite the electronic review process and to minimize the expense associated with creating and transmitting paper documents, the Owner subscribes to multiple web-based, centralized file sharing and document control services, known separately as NewForma® and BIM360® or others as the Owner may identify from time to time. Accordingly, the Consultant shall process all documents supporting the project to which the Contractor's contract pertains, either via Bim360® or NewForma® as directed by the Owner.
- B. Sending documents via email, FTP or paper will not be accepted absent the express permission of the Owner's designated document control administrator (hereafter "Administrator"), which permission shall not be unreasonably withheld.
- C. The fee for the web-based software shall be paid by the Owner. The number of users directly employed by the Contractor will not be limited.
- D. The Contractor shall use the web-based software to provide and update status logs, reports, searching and automated notifications.
- E. The web-based software includes the following modules:
  - 1. Submittals
  - 2. Submittal Register
  - 3. RFIs (Request for Information)
  - 4. Field Reports
  - 5. Pay Applications
  - 6. Storage for Construction Documents and Specifications
  - 7. Revision Documents (ASI, CCD, PR, PCO, COR, CO, etc)
  - 8. Meeting Minutes
  - 9. Gantt charts and milestones.
- F. The web-based software provides integrated web-based markup tools. All users shall be able to modify ("markup") a centralized file to eliminate redundancy of file modification efforts.
- G. The Contractor shall utilize NewForma® or Bim360® as directed by the Owner to automatically route documents to the Owner, its separate consultants, and its separate contractors, project, program and construction managers to ensure that documents will automatically be sent to design team and construction team users based on trade or discipline. The Owner will designate a single person as Administrator of each system and that person shall, among other things, grant specific user interface permissions and restrictions based upon each individual user's need, and for which the Administrator shall have sole and absolute discretion.
- H. NewForma® will provide one (1) training session to the Contractor by way of web conference at no cost to the Contractor, which shall be attended simultaneously by all of Contractor's users engaged to perform Services under the Agreement. Additional training sessions, if needed, can be arranged through the Administrator with NewForma® but the cost for such additional training sessions, if any, shall be at Contractor's sole expense.

- I. NewForma® will include a downloadable, offline archive of all project data.
- J. The NewForma® web-based software will provide tools for the Owner's various consultants to respond to submissions made by the Contractor. Those consultants are obligated to respond to such submissions via NewForma®. The Contractor shall utilize NewForma® to review and correspond with respect to such responses.
- K. Color samples and other submittals requiring physical review shall be logged into the system and delivered to its appropriate recipient by mail or courier.
- L. NewForma® may be contacted at: Newforma Project Cloud, [www.newformaprojectcloud.com](http://www.newformaprojectcloud.com) or at telephone 800-303-4650.
- M. The Contractor acknowledges that it has reviewed the terms of use required by NewForma® (<http://www.newformaprojectcloud.com/terms-of-use>) and BIM360® and further stipulates that it will accept the standard terms of use and shall utilize NewForma® and/or BIM360® for the purposes stated herein.

<b>END OF SECTION 01020</b>
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**SECTION 01021  
ALLOWANCES**

**1.01 SPECIFIC CASH ALLOWANCES**

- A. Allowances include only the costs for items described in paragraphs B and C, below. All overhead, profit, general conditions, tools, miscellaneous expenses, and all other things necessary to complete the Work shall be included by the Contractor in the Contract Sum.
- B. The cost of each “furnish and install” allowance, unless specifically described otherwise, shall include:
1. The cost of the product to the Contractor, less any applicable trade discounts.
  2. Delivery to the site.
  3. Applicable taxes.
  4. Installation labor, including worker’s compensation, social security, paid benefits, and other applicable labor taxes.
- C. In addition to the amount of each “material only” allowance, Contractor shall include the following costs:
1. The cost of the product to the Contractor, less any applicable trade discounts.
  2. Delivery to the site.
  3. Applicable taxes.
- D. List of Allowances:
1. Allowance No. 1 – Existing Condition Fine Grading & Sod Repairs
- This Allowance shall cover the costs to address existing fine grading and sod repairs that may be needed within the ROW along the areas being milled and resurfaced, which were not a direct result of the construction activity. This allowance will not cover any costs associated with grading and sodding areas damaged by the paving contractor during construction (i.e. laydown yard restoration, vehicle cut through areas). The Contractor shall secure approval from the Owner’s Representative in advance, prior to grading and sodding any areas that would utilize this allowance.

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

End of Allowance No. 1

**1.02 SUBMITTALS**

- A. Comply with pertinent provisions of Section 01340.

**1.03 ADJUSTMENT OF COSTS**

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



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- B. Submit all requests for anticipated additional costs at the site, or other expenses caused by selection under the Allowance, prior to purchase and execution of the Work of the selected item.

**1.04 CONTRACTOR'S RESPONSIBILITIES**

- A. Identify the selection dates required to meet the Construction Schedule.
- B. Assist Owner's Representative and Engineer/Architect in determining qualified suppliers or subcontractors.
- C. Obtain competitive Bids from at least 3 separate suppliers or subcontractors. Notify Owner's Representative of any reasonable objections Contractor may have against any party under consideration prior to solicitation of Bids.
- D. Make appropriate recommendations for the consideration of the Owner's Representative and Engineer/Architect.
- E. Upon notification by the Owner's Representative, execute purchase agreement or subcontract with selected party.
- F. Administer the Work in accordance with the provisions of the Contract Documents.

<b>END OF SECTION 01021</b>
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**SECTION 01041  
PROJECT COORDINATION**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. The Contractor is responsible for all project coordination.

**1.02 DUTIES OF CONTRACTOR**

- A. The following requirements are not to be construed as setting limits on the Contractor's responsibilities, but intend to guide the Contractor in the administration of its responsibilities.
- B. Coordinate work of all subcontractors.
- C. Establish on-site lines of authority and communication. Schedule and conduct progress meetings among Owner's designated representatives and subcontractors.
- D. Construction schedules:
1. Prepare detailed schedule of contractor's operations and for all subcontractor's on project.
  2. Monitor schedules as Work progresses.
    - a. Identify potential variances between scheduled and probable completion date.
    - b. Recommend in writing to the Owners Representative any adjustments in schedule to meet required completion date.
    - c. Provide written summary reports of each monitoring.
    - d. Document all changes in the schedule to the Owners Representative in writing.
  3. Observe Work to monitor compliance with schedule.
    - a. Verify that labor and equipment are adequate to meet and maintain the schedule for the Work.
    - b. Verify that product deliveries are adequate to meet and maintain the schedule for the Work.
    - c. Report any noncompliance to the Owners Representative, with recommendations for remedy.
    - d. Verify that adequate services are provided to comply with requirements for Work and climatic conditions.
    - e. Verify proper maintenance and operation of temporary facilities.
    - f. Administer traffic and parking controls for construction workers.
  4. Changes:
    - a. Recommend necessary or desirable changes to the Owners Representative.
    - b. Review subcontractors' requests for changes and substitutions. Submit recommendations to the Owners Representative.
    - c. Provide appropriate justification and documentation of the actual costs of any Change Order in a manner acceptable to Owner.
  5. Permits and fees: Verify that all subcontractors have obtained all required permits.
  6. Inspections and testing:
    - a. Inspect Work to assure that it is performed in accord with requirements of the Contract Documents.
    - b. Arrange with the Owners Representative for special inspections or testing when required.
    - c. Reject work which does not conform to the requirements of the Contract Documents.
  7. Coordinate testing laboratory services:

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- a. Notify the Owners Representative of test schedule.
    - b. Verify that required personnel are present during test.
    - c. Verify that specified tests are made as scheduled.
    - d. Verify compliance of test results with specified criteria.
    - e. Operation of heavy construction equipment and/or compaction equipment shall be no closer than 200 feet from density test while test is in progress.
  - E. Interpretations of Contract Documents:
    - 1. Consult with the Owners Representative to obtain interpretation or clarifications for any portions of Contract Documents, which may be unclear or ambiguous.
    - 2. Assist in answering of questions which may arise.
    - 3. Transmit written interpretations to interested parties.
  - F. Administer processing of shop drawings, product data and samples.
  - G. Owner-Furnished products: Accept delivery, arrange storage, protection, and security.
  - H. Maintain reports and records at job site:
    - 1. Daily log of progress of work and other pertinent data.
    - 2. Records:
      - a. Contracts.
      - b. Purchase Orders.
      - c. Materials and equipment records, including record of Owner-furnished products.
      - d. Applicable handbooks, codes and standards.
      - e. Labor man-hours expended for each trade on Work site.
    - 3. Obtain information from subcontractors and maintain record documents.
    - 4. At completion of project, deliver all records, as-builts, operating and maintenance manuals and warranty documentation to the Owner's Representative for turnover to Owner.
    - 5. Assemble documentation for handling of any claims or disputes that may arise.
  - I. Ensure that specified daily cleaning is done during progress of Work and at completion of Contract.
  - J. Partial Owner Occupancy: Schedule early completion of any areas which may be designated by the Owners Representative for Owner's use prior to Substantial Completion of entire Project.
  - K. Substantial Completion:
    - 1. Upon determination of Substantial Completion of Work or portion thereof, prepare for the Owners Representative a list of incomplete or unsatisfactory items.
    - 2. Upon Owner's certification of date of Substantial Completion, supervise correction and completion of the Work.
  - L. Final Completion:
    - 1. Upon determination that Work is finally complete:
      - a. Submit written notice to the Owners Representative that Work is ready for final inspection.
      - b. Secure and transmit to the Owners Representative required closeout submittals.

### **1.03 WORK OF OTHER CONTRACTORS**

- A. Access:

1. During the course of the Work, the Contractor will make available to other contractors certain parts of the landscaped areas, for the installation of utilities and other items.
2. Other contractors will be working on adjacent sites and may require continued access through the project site.

#### **1.04 STORAGE AND DISPOSAL OF MATERIALS**

- A. The materials from excavations and those used in the construction of the Work shall be deposited in such a manner that they will not endanger the work and that free access may be had at any time to all hydrants, valves and gates in the vicinity of the Work. The suitable material shall be stockpiled where and as approved to provide a minimum of obstruction and the stockpiles shall be kept trimmed up in such a manner as to be of as little inconvenience as possible to travel of the adjoining contractors. Any unsuitable material including trash, debris, or excavated material shall be removed and disposed of by the Contractor off property within 24 hours. Removal and disposal shall be in accordance with the current disposal requirements outlined within Section 01010- Summary of Work.

<b>END OF SECTION 01041</b>
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**SECTION 01045  
CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Execute cutting (including excavating of earth) and fitting or patching of work required to:
  - 1. Make several parts fit properly.
  - 2. Uncover work to provide for installation of ill-timed work.
  - 3. Remove and replace work not conforming to requirements of Contract Documents.
  - 4. Remove and replace defective work.
  - 5. Remove samples of installed work as specified for testing.
  - 6. Install specified work in existing construction.
- B. In addition to Contract requirements, upon written instruction of Owner or Owner's Representative.
  - 1. Uncover work to provide for Owner's and Owner's Representative observation of covered work.
  - 2. Remove samples of installed materials for testing.
  - 3. Remove work to provide for alteration of existing work.
- C. Do not cut or alter work of another contractor without consent of Owner or Owner's Representative.

**1.02 SUBMITTALS**

- A. Prior to doing any cutting, which would affect structural safety of structure, submit written notice to the Owner's Representative requesting consent to proceed with cutting.
- B. Should conditions of Work or schedule require change of materials or methods, submit written recommendations to the Owner's Representative including:
  - 1. Conditions indicating change.
  - 2. Recommendations for alternative materials or methods.
  - 3. Submittals as required to obtain approval for substitutions.
- C. Submit written notice to Owner's Representative designating time work will be uncovered to allow observation.

**1.03 PAYMENT FOR COSTS**

- A. Costs caused by ill-timed or defective Work, or Work not conforming to Contract Documents, including the compensation for the additional engineering services made necessary thereby: party responsible for ill-timed rejected, or non-conforming Work.
- B. Work done on instructions of the Owner or its Representative other than defective or non-conforming Work: the Owner.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

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- A. Materials for replacement of work removed: comply with Specifications for type of work to be performed.

### **PART 3 - EXECUTION**

#### **3.01 INSPECTION**

- A. Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching, excavating, and backfilling.
- B. After uncovering Work, inspect conditions affecting installation of new products.

#### **3.02 PREPARATION**

- A. Prior to cutting, shore, brace, and otherwise support involved portions as required to maintain structural integrity.
- B. Provide protection for other portions.
- C. Provide protection from elements.

#### **3.03 PERFORMANCE**

- A. Fit and adjust products to provide finished installation to comply with specified tolerances and finishes.
- B. Perform excavating and backfilling as specified in Sections requiring same.
- C. Execute cutting and removal only to the extent necessary.
- D. Restore Work, which has been cut or removed: install new products to provide completed Work in accord with requirements of Contract Documents.
- E. Refinish entire surfaces as necessary to provide an even finish.
  - 1. Continuous surfaces: to nearest intersections.
  - 2. Assembly: entire refinishing.

<b>END OF SECTION 01045</b>
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**SECTION 01050  
FIELD ENGINEERING**

**PART 1 – GENERAL**

**1.01 LINE AND GRADE**

- A. Contractor shall be responsible for the accuracy of the construction line and grade.
  - 1. Employ a Florida licensed land surveyor to establish and maintain all lines and levels necessary for the locations and construction of the Work.
    - a. Submit qualifications of individual responsible for survey to Owner's Representative for approval.
- B. Contractor shall verify grade on the drawings with existing grade, and notify the Owner's Representative of any discrepancies before proceeding with the Work.
- C. Contractor shall maintain the survey provided by others on behalf of the Owner. All additional survey work required shall be the responsibility of the Contractor.
- D. All offsets on the survey provided by others on behalf of the Owner will be as agreed upon between the Owner's Representative and Contractor and verified by the Owner's Representative or Engineer/Architect.
- E. Compliance of work shall be in accord with Minimum Technical Standards of Chapter 61G17-6, Florida Administrative Code, and in particular "61G17-6.005" Construction Layout, Record or As-built, Quantity and Rights of Way Surveys."

**1.02 OWNER'S RESPONSIBILITIES**

- A. Owner will provide vertical and horizontal control points. Control points will be provided within the proximity of the limits of construction at a location determined by the Owner's Representative.

**1.03 CONTRACTOR'S RESPONSIBILITIES**

- A. All surveying, engineering and layout required for the work other than that which is supplied by others on behalf of the Owner as listed above.
- B. All layout, offsets, engineering, grades, etc., required to perform all work related to his installation.
- C. Verify that all underground utilities are in their proper location prior to backfilling.
- D. Verification and/or recording of existing utilities encountered.
- E. The Contractor shall coordinate and confirm all the survey benchmarks with the Owner's Representative. The Contractor shall provide survey control support services to the Owner's Representative at no additional cost within the project limits.
- F. The Contractor shall survey, locate and flag the limits of construction, property boundaries, restricted management areas, etc. when requested by the Owner's Representative.

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- G. Provide surveying required for the preparation of the Record Documents and As-Built Drawings.

<b>END OF SECTION 01050</b>
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**SECTION 01100  
ALTERNATES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for all Alternates as shown on drawings and as specified, in accordance with the provisions of the Contract Documents, and completely coordinated with Work of all other trades.
- B. Although such Work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, and complete installation.
- C. Use of Alternates:
  - 1. *The Owner wishes to learn the construction costs involved for various alternative methods or materials other than specified or detailed for the Base Bid. These items are defined as Alternates and are specifically described in the Schedule of Alternates that follows.*
  - 2. The amounts for Alternates shall be listed in the Proposal Form in such a manner that the Owner will be able to clearly determine what sums are to be added to or deducted from the Base Bid for the alternate involved.
    - a. The amount stated by the Bidder shall include all changes in its work made necessary by the acceptance of the alternates, including profit, insurance, overhead, cost of Bonds, contingencies and any other cost incidental to the performance of the Alternate.
    - b. Warranties and bonds to be furnished in connection with alternates shall conform in every way to those required for the Base Bid.

**1.02 REQUIREMENTS**

- A. This Section identifies each Alternate by number, and describes the basic changes to be incorporated into the Work, only when that Alternate is made a part of the Work by specific provisions in the Owner-Contractor Agreement.
- B. Bidder, in submitting his bid, shall include in addition to his base bid, the following alternate(s). The numerical order of listing these alternates does not necessarily imply their priority. The Owner may decide to use any one or more of all the items.

**1.03 RELATED REQUIREMENTS**

- A. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each Alternate, and to provide the complete construction required by the Contract Documents.

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**PART 2 - ALTERNATES**

**2.01 DESCRIPTION**

- A. State in proposal the amount to be added to or deducted from the Base Bid for each of the Alternates described below. Upon execution of the Agreement, implement work and modify work as established under various Alternates as accepted or rejected by the Owner.

(Note: Except as noted, compute each Alternate in turn as a separate change from the Base Bid condition. If any alternate is taken in combination with other Alternates, any costing overlaps will be adjusted in the contract sum.)

**PART 3 - DESCRIPTION OF ALTERNATES**

- A. N/A

<b>END OF SECTION 01100</b>
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**SECTION 01202  
PROGRESS MEETINGS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. *The Owner's Representative will schedule and administer Project meetings during the progress of the Work.*
- B. Meetings required will include:
  - 1. Pre-Construction meeting
  - 2. Weekly Progress meetings
  - 3. Weekly Safety meetings.
- C. Owner Representative's duties:
  - 1. Notify participants at least 48 hours in advance of meeting date.
  - 2. Facilitate meeting, record minutes and distribute copies to participants and all others affected by the decisions.
- D. Attendance is required by:
  - 1. Owner and/or Owner Representative(s).
  - 2. Contractor's job superintendent and Project Manager.
  - 3. Major subcontractors and suppliers.
  - 4. Contractor's designated safety representative at the safety meetings.
  - 5. Others affected by the Work and decisions involved.
- E. Agenda items shall include:
  - 1. Review of work progress.
  - 2. Status of progress schedule and required adjustments.
  - 3. Schedules for deliveries.
  - 4. Status of submittals.
  - 5. Adherence to quality standards.
  - 6. Pending changes and substitutions.
  - 7. All other items affecting Work progress.
  - 8. Review of Contractor's Record Drawings.
  - 9. Safety concerns.
  - 10. Contractor-furnished Four Week Look Ahead Schedule.

<b>END OF SECTION 01202</b>
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**SECTION 01310  
CONSTRUCTION SCHEDULE**

**PART 1 - GENERAL**

**1.01 GENERAL**

- A. Prepare and provide projected construction schedules for entire work in a logic bar graph, Critical Path Method (CPM) or combination thereof in a format which will be acceptable to the Owner. Revise monthly, or otherwise directed by the Owner.
- B. Coordination:
  - 1. It will be the responsibility of the Contractor to coordinate schedules of its own and its subcontractor's schedules as well as construction efforts by others as directed by the Owner or Owner's Representative.
  - 2. Final schedules are subject to concurrence by the Owner and Owner's Representative as regards to activity description, logic, sequence, duration and resources required.

**1.02 FORM OF SCHEDULES**

- A. Contractor prepares and provides the following construction schedule in a format and system acceptable to the Owner and Owner's Representative.
  - 1. Summary Milestone Schedule: Submit a computer generated bar chart schedule broken down by the major project areas. Format shall be consistent with the format as provided by the Owner's Representative. Required milestones will be subject to Owner's and Owner's Representative's acceptance.
  - 2. Detailed Network Schedule - Either overall basis and/or by sub-networks as may be requested by the Owner's Representative. Manpower resources by activity should be indicated if requested by the Owner or Owner's Representative.
  - 3. Horizontal Bar Chart:
    - a. Provide separate Horizontal Bar Column for each trade or operation indicating manpower resources if requested by the Owner or Owner's Representative.
    - b. Order: Chronological order of beginning of each item of work.
    - c. Identify each bar column by distinct graphic delineation.
    - d. Horizontal Time Scale: Identify first work day of each week, length of work week, and shifts involved.
    - e. Scale and Spacing: To allow space for updating.

**1.03 CONTENT OF SCHEDULES**

- A. Provide complete sequence of construction by activity.
  - 1. Shop Drawings, product data and samples, submittal dates and dates approved copies will be required, etc., should be indicated if requested by the Owner or Owner's Representative.
  - 2. Permitting application and processing.
  - 3. Product procurement, fabrication duration, shipping dates and on-site availability should be indicated if requested by the Owner or Owner's Representative. Contractor will prepare format which shall include names of subcontractors; description of material; manufacturers and vendors with address, phone number and person to contact, order number, shop drawings and samples status, manufacturing lead time, shipping dates, proposed delivery date, format of shipping, date material is required and commitments from manufacturers

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- or vendors on their letterhead.
  - 4. Dates for beginning and completion of each element of construction.
  - 5. Decision dates for selection of finishes and products may be required by the Owner or Owner's Representative.
  - 6. Restraints reflecting impact of related work.
  - 7. Activities as directed by the Owner or Owner's Representative when required to interface activities performed by the Owner or other Contractors.
  - 8. Detailed sub-schedule and special area schedules as directed by the Owner or Owner's Representative to define critical areas of work.
  - 9. The Owner's Representative shall receive and review updates from the Contractor on the 25th of each month indicating the ACTUAL work status through the 20th day of the month, or more/less often when directed to do so by the Owner's Representative.
    - a. Schedule submission shall be made as part of the monthly Application for Payment.
  - 10. All schedules shall reflect cost loading.

#### **1.04 CONTRACTOR'S RESPONSIBILITIES**

- A. Coordinate the scheduled work of all its subcontractors.
- B. Incorporate the work of all subcontractors into the construction schedules.
- C. Provide schedule update information of all subcontractors.
- D. Maintain a management organization to fulfill the requirements of this Section.
- E. Attend and participate in scheduling meetings as may be requested by the Owner or Owner's Representative.

#### **1.05 OWNER'S RESPONSIBILITIES**

- A. Owner may provide technical assistance to Contractor in preparation of its construction schedule.

#### **1.06 SCHEDULE MAINTENANCE PROCEDURES**

- A. Milestone Schedule: Within 10 calendar days of Award of this Contract, the Contractor shall provide the following:
  - 1. A Summarized Milestone Schedule, prepared as a computer generated time-scaled CPM diagram in precedence diagramming format, identifying the major areas of the Project. Milestone Schedule shall identify all established milestones specified in the Contract Documents, to constitute one complete program for the entire work.
  - 2. The Summarized Milestone Schedule shall be used for the life of the Contract to delineate the interdependence and order of construction of the project Work areas. Also, it shall be employed as a framework for developing the Detailed Network Schedule described below.
  - 3. The Owner reserves the right to reject any submitted schedule by the Contractor, if, in the view of the Owner, said schedule reflects unreasonable assumptions on the part of the Contractor, its subcontractors or Owner's other Contractors. The Contractor shall be responsible for resubmitting within five (5) working days the actual reflection of current and projected status.
- B. Network Schedule: Within 10 calendar days of Owner's Representative's approval of the Summary Milestone Schedule, the Contractor shall provide the following:

1. A Detailed Network Schedule shall be prepared as a CPM logic diagram in precedence diagramming format. The detailed network schedule shall identify the work to be performed in order to support the Master Milestone Schedule.
2. The Detailed Network Schedule shall be utilized to monitor progress and shall, therefore, be maintained throughout the duration of the Project.
3. Activities represented on the Detailed Network Schedule shall dovetail the summary milestone schedule so as to constitute one complete program for the whole of the project.
4. The Contractor shall provide a detailed successor/predecessor report, in a format acceptable to the Owner's Representative, sorted by major project area. This report shall also include the duration of each activity and logic relationship.
5. The Contractor shall submit both a printed copy and an electronic copy to the Owner's Representative containing this information.

Updating:

1. Show all changes, which have occurred since the previous update and submittal. Provide the following update information:
  - a. Progress of each activity.
  - b. Completion dates.
  - c. Activities modified.
  - d. Revision of schedule restraints.
  - e. Revision in duration to any activities.
  - f. Revision of resources.
  - g. With each schedule update, provide a NARRATIVE REPORT, including: current and anticipated delay factors and their impact on the schedule.
  - h. Corrective action taken or proposed and its effect or intended effect on schedule.
  - i. Detailed description of revisions to schedule.

**1.07 SUBMITTALS**

- A. Submit to the Owner's Representative, one electronic copy and one hard copy of the Summary Milestone Schedules within 10 days after Award of Contract.
- B. Submit to the Owner's Representative, one electronic copy and one hard copy Detailed Network Schedule within 14 calendar days of approval of Summary Milestone Schedule.
- C. On the 25th of each month (along with the monthly Application for Payment), submit one hard copy of the previous Detailed Network Schedule with annotations showing status and changes as required by paragraph 1.06.C.1. and an electronic copy of the updated Detailed Network Schedule reference progress to the update data.
  1. Along with updated schedules, submit NARRATIVE REPORT.
  2. Submit additional detailed network logic necessary to fulfill the requirements described in paragraph 1.06.B. above.
  3. Submit updated Summarized Milestones Schedule to reflect current project status. Identify any changes invoked or contemplated to the original program plan.
  4. Submit an electronic copy containing the detailed network schedule.

<b>END OF SECTION 01310</b>
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**SECTION 01315**  
**CONTRACT TIME, SEQUENCING AND TIMING OF WORK**

**PART 1 - GENERAL**

**1.01 GENERAL REQUIREMENTS**

- A. Refer to **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION** and **SPECIAL CONTRACT CONDITIONS** for general requirements; relating to contract time, commencement or work, progress, and completion.

**1.02 PROGRESS**

- A. The work shall be prosecuted at such rate of progress as will insure meeting the specified milestone dates, as well as Substantial and Final Completion within the Contract Time. By execution of the Contract, the Contractor represents he has analyzed the Work, the materials and methods involved, the systems involved, availability of qualified mechanics and unskilled labor, restrictions of the site, constraints imposed, his own work load and capacity to perform the Work and agrees that the specified times are reasonable considering the existing conditions at the site, usual working conditions, climatic conditions prevailing in the locality of the Work, and other factors, with reasonable allowance for variations from average, typical or ideal conditions.

**1.03 RESERVED**

**1.04 DEPARTURES**

- A. From time to time as Work progresses, departure from the schedule may occur to changes in the Work or delays or acceleration of one or more activities. The Contractor shall receive no compensation for those departures, other than a time extension, if applicable.

**1.05 COMMENCEMENT OF WORK**

- A. Work at Site: The Contractor shall commence the work promptly following its receipt of a Notice to Proceed unless otherwise directed by the Owner's Representative.
- B. Insurance: No work shall commence at the site until proper insurance certificates have been submitted by the Contractor and approved by the Owner's Representative.

**1.06 MILESTONE COMPLETION DATES**

- A. Assumption: Milestone completion dates are predicated on issuing the Notice to Proceed on or before **N/A**.
- B. Milestone Dates: Milestone Completion Dates are as described within this specification, Section 1.07 Project Construction Constraints.
- C. General Comment:
1. Coordination of the drainage, mechanical and electrical work, particularly in areas of congestion, shall be accomplished by all Contractors involved in each particular area.
  2. The schedule provides that the entire project be turned over to the Owner as per the Project Milestone Schedule entitled Exhibit "B" of the Agreement.

**1.07 PROJECT CONSTRUCTION CONSTRAINTS**

- A. SPECIFIC CONSTRAINTS: Other than those constraints noted elsewhere within the Contract Documents, the specific construction schedule constraints are part of this Work and have been incorporated into the Project Milestone Schedule noted as Exhibit B of the Agreement.
- B. GENERAL CONSTRAINTS: Other than those noted elsewhere within the Contract Documents, the following general construction schedule constraints are part of this Work:
  - 1. From time to time special events may be scheduled adjacent to the Project Site. During such events, the Contractor may be requested to restrict its operation and construction to avoid impacts to guests and visitors.

<b>END OF SECTION 01315</b>
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**SECTION 01325  
SCHEDULING OF WORK**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. The Contractor shall perform the Scheduling of the Work requirements as further defined herein and summarized as follows:
  - 1. Overall Requirements.
  - 2. Incorporation of Contract Milestones and associated Definitions into planning and scheduling of the Work.
  - 3. Provide and update a Contract Schedule.
  - 4. Provide and update a Submittal Schedule.
  - 5. Provide and update a Material Procurement Schedule.
  - 6. Provide and update Completion Lists & Punch Lists.
  - 7. Attend regular Schedule Reviews and provide updates and reports as required.
- B. Other references:
  - 1. Specification 01370 – Schedule of Values.
  - 2. Specification 01330 – Submittal Procedures.

**1.02 OVERALL REQUIREMENTS**

- A. All costs associated with compliance with this Section shall be included in the Contract Sum. All Schedules to be provided by Contractor shall fully integrate the work of all Subcontractors, Sub-subcontractors, adjacent separate contractors, and major suppliers and must comply fully with the Contract Milestones identified herein.
- B. Failure to comply with requirements:
  - 1. If Contractor fails to comply with the requirements specified herein, Owner reserves the right, but will not be required, to engage an independent scheduling consultant or provide its own expertise to fulfill those requirements, and back-charge Contractor an amount equal to the payment Contractor would have been due had it self-performed the delinquent or non-complying work.
  - 2. In such event, Owner will require the participation of Contractor to ensure that the information produced accurately reflects Contractor's plan to execute the Work and the progress of the Work, in compliance with the Contract.
  - 3. If Contractor fails to promptly cooperate by participating with Owner or its Consultant in developing or in implementing the jointly-developed Schedule, Owner will complete the effort to the best of its ability with the information provided by Contractor and issue that Schedule for the mandatory and immediate utilization by Contractor in a unilateral Change Order to the Contract.

**1.03 CONTRACT MILESTONES**

- A. Contract Milestones are date specific “events” which may or may not be on the critical path of the Work at which certain portions of the Work must be complete in order for Contractor to be in compliance with the Contract. Contract Milestone Definitions more specifically describe what is expected of the Contractor at these dates. Contractor shall comply with these definitions and Owner

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will monitor Contractor's performance against these milestone dates and definitions.

1. Where "complete" is used in the description of a Contract Milestone, it shall be construed to mean that all portions of the Work which occur in the indicated area or zone are complete, are accepted by Owner and are suitable for recognition by Owner of Substantial (or Partial Substantial) Completion as defined in Article 9 of the General Conditions (notwithstanding that such recognition by Owner may be reserved until all Work of the Contract is Substantially Complete, at Owner's sole discretion), and that no further duties or obligations of Contractor remain unfulfilled in that area or zone.
- B. Contractor shall identify all Contract Milestones in its schedule submittals, whether or not Owner has identified those dates in the Bidding or Contract Documents. Contract Milestones, whether specified by Owner or Contractor's schedule submissions, shall be conspicuous in all Contractor-submitted schedules, and shall serve as an essential instrument of measurement by Owner of Contractor's compliance with the terms of the Contract.
- C. Failure by Contractor to achieve Contract Milestone(s) may result in Owner availing itself of contractual remedies, as required, in order to regain the Contract Schedule.

#### **1.04 CONTRACT SCHEDULE**

- A. The initial Contract Schedule shall be submitted for Owner's review within 14 days after Notice to Proceed as specified in Section 01330.
- B. Contractor shall as defined herein, provide a Contract Schedule and updating of same.
  1. Contract Schedule shall incorporate the Schedule of Submittals and updating of same.
  2. Contract Schedule shall incorporate the Material Procurement Schedule and updating of same.
- C. The accepted Contract Schedule will supersede all "interim" Contract Schedules.
- D. Contractor shall utilize Primavera Project Planner<sup>TM</sup> for Windows<sup>®</sup> ("P6"), Sure Track software (latest version) by Primavera Systems, Inc., Microsoft Project, or other scheduling system approved by the Owner, and employ the Critical Path Method ("CPM") in development and maintenance of the Contract Schedule network in Precedence Diagram Mode ("PDM").
  1. The schedule shall incorporate activity descriptions, sequence, logic relationships, duration estimates, resource-loading and other information as defined herein.
  2. The schedule shall include all Contract Milestones defined herein and/or by Contractor's Proposal Schedule, as well as all engineering, fabrication and delivery dates required to support Contract Milestones.
  3. Activities to be integrated and shown in the schedule shall include, in addition to all construction activities: milestones representing Contractor's submittal dates of all critical submittals, and activities representing Owner's review period of each submittal (which review period shall in no case be scheduled for less than 21 calendar days); Contractor's procurement of materials and equipment; manufacture and/or fabrication, testing and delivery to the Job Site of special material and major equipment; equipment installation and preliminary, final and performance testing of equipment or systems installed under the Contract.
  4. The Contract Schedule shall also show start and finish dates for all temporary works; all construction of mock-ups, prototypes and/or samples, punch-listing; Owner interfaces and

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- Owner-furnished-item requirement dates; interfaces with Separate Contractors; regulatory agency approvals; and permits required for the performance of the Work.
5. The Contract Schedule shall take into account all foreseeable factors or risks affecting, or which may affect, the performance of the Work, including historical and predicted weather conditions, applicable laws, regulations or collective bargaining agreements pertaining to labor, transportation, traffic, air quality, noise and any other applicable regulatory requirements.
  6. Contractor shall not use any "float suppression" techniques such as preferential sequencing or logic, special lead/lag constraints, or unjustifiably over-estimated activity durations in preparing its Contract Schedule (constraints for Contract Milestones only will be permissible), unless approved by Owner. All activities/milestones that are constrained, or contain start-to-start, finish-to-finish, or start-to-finish, or negative lag relationships, shall have an explanation in the activity log and the log shall be printed below the activity bar on all reports.
- E. When submitting initial Contract Schedule, Contractor shall attach a narrative report which explains Contractor's chosen method of determination and/or assumptions used for activity durations, its assumptions regarding crew sizes, equipment requirements and production rates, any potential areas of concern or specific areas requiring coordination it may have identified and any long-lead time materials or equipment in the Work. The submittal shall also include an electronic copy of the file.
- F. Time units for all Schedules shall be in work days, and no construction activity scheduled to commence within 60 days of the "Data Date" (date of Schedule calculation) shall have a duration greater than 5 work days. Construction activities scheduled to start more than 60 days of the Data Date shall have durations no greater than 20 work days.
1. Each activity shall be assigned an appropriate calendar, which signifies a 5, 6, or 7 day work week and acknowledges multiple daily work shifts where applicable.
- G. When completed, the Contract Schedule shall represent Contractor's plan for the Work, compliant with the Contract Milestones and other Contract Documents.
- H. Owner will notify Contractor of acceptance or of any changes necessary to the Contract Schedule within 10 days from the formal presentation by Contractor. Contractor shall effect any required changes to the Contract Schedule and resubmit it for acceptance within 3 days, certifying in writing that all information contained therein complies with the Contract requirements.
- I. Upon notification by Owner of acceptance of the Contract Schedule, Contractor shall prepare computer plots and printouts, and complete its submission of the Contract Schedule, which shall include the following:
1. Bar Charts for:
    - a. Contract Milestones only;
    - b. Summary Level (sorted by craft/trade and area);
    - c. Detail (sorted by Dates);
    - d. Detail (sorted by Responsibility), and;
  2. Reports for:
    - a. Float (sorted low to high), and;
    - b. Resource Histogram.
  3. Provide all data files electronically via Newforma.
- J. Upon acceptance by Owner, the Contract Schedule shall become the baseline schedule against which all subsequent Schedule Updates shall be made, and against which Contractor shall report
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progress and variances and by which Owner shall measure Contractor's performance.

1. All schedule updates shall be made to a separate electronic file that starts as a copy of the current Contract Schedule.
  2. The Contract Schedule shall only be modified to include settled change adjustments to schedule.
  3. Progress shall be tracked on the schedule update file.
- K. Contractor shall provide a time impact analysis, based on the Contract Schedule, for any applicable Contract Directives. This time impact analysis shall be provided within 10 days of receipt of the Contract Directive, and shall be accompanied by Contractor's proposal to effect recovery of any purported schedule impact.

#### **1.05 SUBMITTAL SCHEDULE**

- A. Contractor shall submit its Schedule of Critical Submittal Notification, as defined in Section 01330, to Owner within 48 hr. after Notice to Proceed for Owner's approval.
- B. Within 10 days after Notice to Proceed as specified in Section 01330, Contractor shall develop and submit its initial Schedule of Submittals for Owner's review. The Schedule of Submittals shall derive from and incorporate a complete listing of all submittals required by the Contract Documents for the duration of the Contract Time. Each submittal activity shall separately depict the duration Contractor has allocated for Owner's review. The allocated review durations are subject to adjustment by Owner.
1. Contractor shall prepare its Submittal Schedule in coordination with development of the Contract Schedule logic, and shall ensure that Submittal Schedule activities are logically tied to the successor Material Procurement Schedule and Contract Schedule (work) activities.
- C. Owner's review of Contractor's Schedule of Submittals shall not confirm it as a complete listing of all submittals required by the Contract.
- D. The final Schedule of Submittals shall be submitted within 7 days of Owner's return of reviewed preliminary Schedule of Submittals to Contractor.
- E. Contractor shall identify in writing any submittals that it has determined must be initiated prior to the approval of the Schedule of Submittals to avoid any unrecoverable schedule impact or unwarranted relinquishing of float.
- F. After review by Owner, the Schedule of Submittals shall be updated on a weekly basis and a variance report generated including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report.
- G. The Schedule of Submittals shall also be updated and submitted with the monthly Contract Schedule Update submission. Changes from the last report shall be indicated with an asterisk.

#### **1.06 MATERIAL PROCUREMENT SCHEDULE**

- A. Within 14 days after Notice to Proceed as specified in Section 01330, Contractor shall develop and submit its Material Procurement Schedule for Owner's review. The Material Procurement Schedule shall incorporate all material or equipment required by the Contract having a lead time of 4 weeks

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or greater.

- B. Contractor shall prepare its Material Procurement Schedule in coordination with development of the Contract Schedule logic, and shall ensure that Material Procurement Schedule activities are logically tied to the precedent Submittal Schedule and successor Contract Schedule (work) activities.
- C. The Material Procurement Schedule shall be in tabular format, including the following at a minimum: Line No., Part Name/Description, Manufacturer's Part No., Drawing/Specification Reference, Quantity, Responsible Subcontractor, Purchase Order No., Purchase Order Date, Supplier Name, Supplier Contact, Supplier Phone No., Purchase Order Delivery Date, Field Need Date, Date of Last Contact, and Delivery Location.
- D. After review by Owner, the Material Procurement Schedule shall be updated on a weekly basis and a variance report generated including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report.
- E. The Material Procurement Schedule shall also be updated and submitted with the monthly Contract Schedule Update submission.
- F. Owner's review of Contractor's Material Procurement Schedule shall not confirm it as a complete listing of all materials required by the Contract.

#### **1.07 COMPLETION LISTS AND PUNCHLISTS**

- A. Completion lists:
  - 1. 30 days prior to Substantial Completion of an area, project component, construction package, and/or as defined by Owner, the Contractor shall walk the jobsite with Owner and develop a detailed Completion List.
  - 2. The Contractor shall submit the Completion List to the Owner for approval within 48 hr. after the job walk.
  - 3. The Completion List shall include a line item for each incomplete activity of each component to be ready for punch-listing.
    - a. Each line item shall include the line item number, project element, activity description, responsible company, responsible person and their cell phone number, start date, finish date, and comments.
  - 4. The responsible company/person listed shall be the actual party performing the work and not the Contractor's personnel, unless the Contractor is self-performing the Work.
  - 5. Once approved by Owner, the Contractor shall status the list at the beginning of each day and report to the Owner by noon each day, the total number of items, number complete, number remaining, and number of items that the approved list indicates should be done by the end of the shift.
- B. Punchlists:
  - 1. An area, zone, or component of the Scope of Work shall be deemed "Ready for Owner Punch-listing" once all Completion List activities are complete. The Contractor shall give Owner one week's advance notice of its forecast of completion so that a Punchlist walk can be coordinated.
  - 2. Owner will conduct a Punchlist walk and provide a formal list to Contractor within 3 days after completion of walk. The Contractor shall start Punchlist work immediately based upon results and notes from the walk.
  - 3. Using the same format as the Completion List, Contractor shall fill in all information and

- submit the Punchlist Schedule to Owner within 2 days of receipt. The comments column will be used for Owner sign-off of acceptance of the Punchlist items.
4. The Contractor shall status the list at the beginning of each day and report to the Owner by noon, the total number of items, number complete, number ready for Owner buy-off, and number to go.

## **1.08 SCHEDULE REVIEWS, UPDATES, AND REPORTING**

### **A. Weekly reviews:**

1. Owner and Contractor agree to conduct weekly reviews of the progress of all work activities using a four-week rolling schedule and compare that progress to the Contract Schedule, the Schedule of Submittals, and Material Procurement Schedule. The weekly schedule review shall include, at a minimum:
  - a. Four-Week Rolling Schedule:
    - (1) Contractor shall prepare its Four-Week Rolling Schedule immediately following database update/status and ensure that it accurately reflects progress of the Work. The Four-Week Rolling Schedule looks at the preceding week and the three weeks ahead.
    - (2) Contractor shall update/status electronic Contract Schedule database weekly prior to review. Contractor shall include Submittal Schedule and Material Procurement Schedule information linked to the Contract Schedule activity information in each update/status.
    - (3) When expanding activities to reduce maximum durations from 20 days to 5 days pursuant to Subparagraph 1.04.F, identify expanded activities so that the Contract Schedule activity they originate from is readily apparent. Do not allow the aggregate duration of the expanded activities to exceed the duration assigned to their parent activity in the Contract Schedule unless specifically allowed to do so by Owner during review.
    - (4) Review of all submissions, submittal reviews, fabrication/delivery status, work completed in the preceding week, all work in progress, and work schedule for the next 3 weeks.
    - (5) Review of all revisions, added or deleted work, and how those are being integrated into Contractor's work plan.
    - (6) Review of Contractor's interface and coordination with other work on the Project.
    - (7) Variance reports including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report. Variance reports shall be attached to Contractor's superintendent's Daily Report, with brief descriptions of remedial action taken against the variances noted thereon.
    - (8) Contractor shall attend review meetings prepared to discuss actual activity start and/or completion dates and any applicable variances, forecast activity start and/or completion dates and any applicable variances and progress of all activities underway at the time of the review.
    - (9) During reviews, Contractor shall alert Owner to activities that are behind schedule, and identify all activities and Contract Milestones that are impacted by such variances. Contractor shall present to Owner, for review, proposed recovery plans to regain time lost due to variances from the Contract Schedule. All proposed recovery plans, whether verbal or written, will be included in the minutes of the review.

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2. Following review of the above and all other information relevant to the progress of the Work, Contractor shall adjust its work plan as required to assure compliance with the Contract Schedule. If the latest calculated Completion Date for any critical activity (total float less than or equal to 2 work days) does not fall within the time allowed by the Contract Schedule (irrespective of the cause of such variance), the sequence of work and/or performance of that work shall be revised by Contractor by means of utilizing concurrent operations, additional work force allocations, additional shifts, overtime, etc., until the schedule information produced indicates compliance with all Contract Milestones. The requirement for such additional work force allocations, additional shifts, overtime, etc., will not entitle Contractor to additional compensation except to the extent expressly provided for by the Contract or Change Order.
  3. At the subsequent Project Meeting called by Owner following the weekly schedule review, Contractor shall submit an updated Four-Week Rolling Schedule indicating any remedial measures necessary to maintain compliance with the Contract Schedule.
- B. Monthly reviews:
1. Prior to submission of the Contractor's monthly payment application, Owner and Contractor agree to conduct monthly schedule reviews to determine: "planned" versus "actual" progress to date; compliance with Contract submittal requirements, Contract Milestones and accepted Contract Schedule; and determination of any changes to the work plan or implementation which must be made by Contractor to comply with the Contract Schedule. The monthly schedule review shall include, at a minimum:
    - a. All requirements listed above of Weekly Reviews. Monthly update/status of electronic database shall include recording of all Actual Start Dates and Actual Finish Dates and status of activities in progress.
    - b. Review of "planned" versus "actual" work force allocations and progress for the preceding month.
    - c. Review of revisions, added or deleted Work, and how those elements are being integrated into the Contractor's work plan.
    - d. Review of all impacts to the work during the preceding month and to date, Contractor's evaluation of those impacts and any recovery plans or remedial actions required to comply with the Contract Schedule.
    - e. Verify that schedule progress ties to progress stated on the Schedule of Values for Contractor payment.
    - f. Review of Contractor's interface and coordination with work by Others on the Project.
  2. Following review of the above and all other information relevant to the progress of the Work, Contractor shall adjust its work plan as required to assure compliance with the Contract Schedule.
    - a. Incorporate respective changes into the update schedule, Submittal Schedule, Material Procurement Schedule, and Schedule of Values. Submit them with the Contract Schedule and monthly payment application.
    - b. The requirement for additional work force allocations, additional shifts, overtime, etc., will not entitle Contractor to additional compensation except to the extent expressly provided for by the Contract or Change Order.
    - c. Owner reserves the right to withhold the monthly payment due Contractor until an acceptable, corresponding monthly schedule submittal is received.
  3. Upon completion of the monthly schedule review, the Contractor shall incorporate comments to the Contract Schedule, Update Schedule, and Schedule of Values and submit them with its monthly payment application. The update shall incorporate actual status to date and include the following:
    - a. Computer plotted time-scaled Contract Schedule
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- b. Bar Charts for:
    - (1) Contract Milestones only (Baseline vs. forecast);
    - (2) Summary Level (sorted by craft/trade and area);
    - (3) Detail (sorted by Dates);
    - (4) Detail (sorted by Responsibility), and;
  - c. Reports for:
    - (1) Variance (Baseline vs. forecast);
    - (2) Float (sorted low to high), and;
    - (3) Resource Histogram.
  - d. Provide all data files electronically via NewForma.
- C. Schedule revisions:
- 1. Implementation of revised schedule logic and/or activity duration estimates for updating the Contract Schedule or other interim schedule whether furnished by Contractor or Owner do not constitute an extension of the Contract Time, relaxation of Contract Milestones or basis for a change to the Contract Sum. Such revisions are for the purpose of maintaining the accuracy of the Contract Schedule's representation of the work to be accomplished and to present best duration estimates for work yet to be performed.
  - 2. If it becomes necessary for Owner to furnish the suggested logic and/or duration revisions as a result of Contractor's failure to furnish acceptable data, and if Contractor has objections to those revisions furnished, it shall so advise Owner in writing within 3 days, providing also an acceptable alternate plan. If Contractor fails to so note any objections and provide an acceptable alternate plan, or if Contractor implements the revisions provided by Owner without so noting any objections, Contractor will be deemed to have waived all objections and concurred with the suggested logic/duration revisions provided by Owner.
  - 3. In updating the Contract Schedule, Contractor shall make no modifications to Activity ID numbers in the accepted Contract Schedule, schedule calculation rules/criteria or the Activity Coding Structure provided by Owner without the explicit written permission of Owner, which permission Owner may withhold at its sole discretion.

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

Not Used

<b>END OF SECTION 01325</b>
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**SECTION 01330  
SUBMITTAL PROCEDURES**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Prepare, submit and maintain schedule of submittals that designates anticipated or actual date(s) for submittal, and date(s) reviewed and returned.
- B. Prepare and submit shop drawings, product data, and office and field samples required by Specifications.
- E. Compile and submit operating and maintenance data.
- F. Prepare, submit and maintain all submittals pertaining to scheduling of the Work.
- G. Prepare, submit and maintain such other plans, programs or other submittals as are required by Contract Documents.
- H. All submittals except for physical sample shall be submitted electronically in .pdf format.

**1.02 MANUFACTURER'S CERTIFICATIONS**

- A. Where required by the Specifications, submit manufacturer's certifications, in duplicate, certifying that products meet or exceed specified requirements, executed by a responsible officer of the actual manufacturer (not a distributor or other sales representative).
- B. Written reports of all testing and check-outs are required to be submitted to the Owner's Representative.
- C. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Owner's Representative.
- D. Certificates shall state that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

**1.03 SCHEDULE OF SUBMITTALS**

- A. See Section 01325 for description of and requirements for preparation and maintenance of the Schedule of Submittals.
- B. All references herein to "days" shall be construed to mean calendar days.

**1.04 SHOP DRAWINGS**

- A. Description: Original drawings prepared by Contractor, subcontractor, supplier, or distributor, which illustrates some portion of the work, including, but not necessarily limited to, fabrication, layout, setting, or erection details.
- B. Cross-reference shop drawings to Drawings and Specifications and detail all work included. Indicate

dimensions, materials, fastenings, anchorages, joining's, sealing, backing, utility requirements, rough-in, and adjacent related conditions.

C. Coordinated drawings:

1. Contractor shall prepare separate (from Contract Drawings) composite, detailed coordination drawings consisting of plans, elevations, and sections as required to clearly delineate and show the relationship between all utilities, mechanical and electrical work. These drawings shall include and show due consideration for utilities, architectural elements and structural elements (including excavations and shoring, utility vaults, manholes, and foundations for permanent and temporary construction) and identify potential interface trouble spots.
2. Individual drawings for any single element will not be accepted or reviewed unless and until the coordinated drawings have been previously reviewed and accepted.
3. The purpose for the coordinated drawings is to determine, for the mutual benefit of all concerned, the precedence of trades' work and the allocation of available physical space for installation of trades' work.
4. Generation and submission of coordination drawings shall be made in a timely manner and in support of the Contract Schedule.

**1.05 PRODUCT OR CATALOG DATA**

A. Manufacturer's standard drawings modified to delete non-applicable data or include applicable data.

B. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations, and other standard descriptive data.

1. Mark up each copy to identify pertinent materials, products, or models applicable to the project using a distinct, bold "cloud" outline. Clearly indicate which items shown are not for review.
2. Clearly mark up each copy of the submittal data to identify the Section, page number, and Article of the Specifications to which it is referenced.
3. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams, and controls.
4. Submittals for each manufactured item shall be current manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves and catalog cuts.
5. Handwritten and typed modifications and other notations not part of the manufacturer's preprinted data will result in the rejection of the submittal.
6. Should the manufacturer's data require supplemental information for clarification, the supplemental information shall be submitted as specified for certificates of compliance.
7. Photographs of existing installations are unacceptable and will be returned without approval.

C. Manufacturer and catalog data shall include the manufacturer's name, trade name, place of manufacture, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and technical paragraph reference.

1. Submittals shall also include applicable federal, military, industry, and technical society publication references, years of satisfactory service and other information necessary to establish contract compliance of each item to be provided.

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D. Manufacturer's instructions

1. Where installation procedures or part of the installation procedures are required to be in accordance with manufacturer's instructions, submit printed copies of those instructions prior to installation.
2. Installation of the item shall not proceed until manufacturer's instructions are received.
3. Failure to submit manufacturer's instructions shall be cause for rejection of the equipment or material.

E. Manufacturer's certificates

1. Submit manufacturer's certifications as required for products, materials, finishes and equipment as specified in each technical section of these Specifications.
2. Certificates from material suppliers are not acceptable.
3. Preprinted certifications and copies of previously submitted documents will not be acceptable.
4. The manufacturer's certifications shall name the appropriate products, equipment or materials and the publication specified as controlling the quality of that item.
5. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as," "achieve the same end use and results as materials formulated in accordance with the referenced publications," or "equal or exceed the service and performance of the specified material."
6. Certifications shall simply state that the item conforms to the requirements specified.
7. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance.

F. Reference Standard Compliance

1. Where equipment or materials are specified to conform to industry and technical society reference standards, submit proof of such compliance.
2. The label or listing by the specified organization shall be acceptable evidence of compliance.

**1.06 SAMPLES**

A. Physical samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work will be judged.

1. Office samples of sufficient size and quantity to clearly illustrate:
  - a. Functional characteristics of product or material, with integrally-related parts and attachment devices.
  - b. Full range of color samples.
2. The samples will be kept by the Owner's Representative's Representative, at the Owner's Representative's option.

**1.07 OPERATING AND MAINTENANCE DATA**

A. Prior to close-out of the Contract, the Contractor shall furnish to the Owner's Representative not less than three (3) bound copies of Operation and Maintenance (O&M) Manuals and 1 CD containing an electronic image of each and every page of the O&M manual in .pdf format, describing the proper operation and maintenance of all equipment and systems provided or installed by the Contractor as part of the Work. Information contained in the manuals shall include, but shall not be

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limited to, the following information as it pertains to each piece of equipment or system furnished:

1. Manufacturer's specification
2. Manufacturer's installation instructions
3. Manufacturer's operating instructions
4. Manufacturer's maintenance instructions
5. Equipment programming manuals and software
6. Any serial numbers unique to individual machines, equipment or devices.
7. Complete listing of equipment/system replacement parts, including part numbers.
8. Name and telephone number of source for equipment/system replacement parts.
9. Complete wiring and/or piping diagrams (as applicable).
10. Manufacturer's written warranty
11. Manufacturer's recommended spare parts list including lead tie information
12. Certification of final inspection from Central Florida Tourism Oversight District
13. Certificate of occupancy.
14. Name and telephone number(s) of local qualified service representative.

B. General:

1. O&M Manuals shall include three (3) up-to-date copies of all shop drawings, product data, and other information described in this Section.
  - a. Make required submittals prior to scheduled completion of project.
  - b. Submittals made by permanent reproduction copy equipment from typewritten or typeset originals.
  - c. Pre-punch 8-1/2 in. x 11 in. sheets for standard three ring binders, and provide high-quality, black plastic, hardback, loose-leaf binders with clear pocket for inserts on the covers and spines.
  - d. Submit larger sheets in rolled and protected packages.
  - e. Submittals on sepias will not be accepted.

C. Compilation:

1. Receive shop drawings, brochures, materials lists, technical data of all types, warranties, guarantees, and other pertinent information from subcontractors and vendors, and assemble, catalog, and file information in loose-leaf, hardback, three-ring binders.
2. Copy pertinent sheets of Drawings such as electrical and control diagrams, panelboard schedules, mechanical and electrical floor plans, and fold and insert them into the loose-leaf binders along with the other information.

D. Submittal format: (Provide each of the following items, as applicable, for each required item or system. Requirements will vary, depending on the equipment. Refer to specific Specification Section requirements.)

1. Item: (Use appropriate Section title and submittal number)
2. System description: (Provide a detailed narrative description of each system, describing function, components, capacities, controls and other data specified, and including the following):
  - a. Number of.
  - b. Sizes.
  - c. Type of operation.
  - d. Detailed operating instructions, including start-up and shut-down of each system, with indications for position of all controls, as applicable.

3. Wiring diagrams: (Complete wiring diagrams for internally wired components including controls).
4. Operating sequence: (Describe in detail).
5. Manufacturer's data: (Provide catalog data sheets, specifications, nameplate data, and parts list).
6. Preventative maintenance: (Provide manufacturer's detailed maintenance recommendations).
7. Troubleshooting: (Provide manufacturer's sequence for troubleshooting procedures for operational problems).
8. Extra parts: (Provide a listing of extra stock parts furnished as part of the Contract).
9. Warranties: (Provide specific manufacturer's warranty). List each component and control covered, with day and date warranty begins, date of expiration, and name, address and telephone number of person to contact regarding problems during warranty period.
10. Directory: (Provide names, addresses, and telephone numbers of General Contractor, its subcontractors, suppliers, installers, and authorized service and parts suppliers). Format shall be as provided in Attachment C to the Project Manual:

#### **1.08 SUBMITTALS RELATED TO SCHEDULING OF THE WORK**

- A. Refer to Section 01325 for description of and requirements for preparation and submittal of submittals pertaining to scheduling of the Work.
- B. Milestone Schedule: Submit within 10 days after Notice to Proceed (hereinafter referred to as NTP, which shall have the same meaning as Date of Commencement as used in Article 8 of the General Conditions of the Contract for Construction).
- C. Initial Schedule of Submittals: Submit within 14 days after NTP.
- D. Initial Material Procurement Schedule: Submit within 21 days after NTP.
- E. Initial Contract Schedule: Submit within 28 days after NTP.

#### **1.09 SUBMITTALS OF PLANS, PROGRAMS AND RELATED SUBMITTALS**

- A. Payment and Performance Bonds: Submit immediately upon Contract execution.
- B. Initial (major) Subcontractor List: Submit within 5 days after NTP.
- C. Subcontractor List: Submit within 28 days after NTP, and update as required.
- D. NOTE: In no case will a subcontractor be permitted to begin on-site operations if that subJCB Construction Inc. has not been submitted on the current Subcontractor List at least 5 days prior.
- E. Contractor's Storm Water Management Plan: Submit within 14 days of NTP.
- F. Construction safety program: Submit a copy of Contractor's "site specific program" in conformance with Article 10 of the General Conditions of the Contract for Construction within 21 days after NTP.
- G. Fire safety program: Submit within 21 days after NTP.
- H. Weather preparedness program: Submit within 28 days after NTP.
- I. Traffic control and logistics plan: Submit within 28 days of NTP.

- J. Hazardous waste management plan: Submit within 21 days of NTP.
- K. Quality control plan: Submit within 28 days of NTP.
- L. Sequence of operations plan. Submit within 28 days of NTP.

#### **1.10 CONTRACTOR'S RESPONSIBILITIES**

- A. Review shop drawings, product data, and samples for compliance prior to submittal to Owner's Representative.
  - 1. Verify field measurements, field construction criteria, catalog numbers, and similar data.
  - 2. Coordinate each submittal with the requirements of the Work and Contract Documents.
  - 3. Contractor must have reviewed and stamped submittals that are furnished to them by their subcontractors or materials suppliers **PRIOR TO** submitting them to the Owner's Representative.
- B. Make all submittals at least 21 days prior to the date when the returned, reviewed and approved submittal will be needed to maintain the Contract Schedule.
  - 1. Within 5 days after the Notice to Proceed, Contractor shall identify to Owner's Representative those specific submittals which are critical to the anticipated sequence/flow of work and require an expedited Owner's Representative review/approval as part of its Initial Material Procurement Schedule submittal. Contractor shall identify any other critical submittals within 7 days of making its Initial Material Procurement Schedule submittal. Owner's Representative will coordinate with Contractor to expedite those submittals reviews so identified (subject to verification by Owner's Representative) in less than 10 days. However, if Contractor requests an expedited submittal turnaround after this aggregate 12- day period of "Critical Submittal Notification" Owner's Representative reserves the right to reject such request if its resource commitments do not allow (since it will be allocating such resources based on the extent of submittals so identified by contractor in that 12-day period).
- C. Contractor's responsibility for errors and omissions in submittals or deviations from Contract Documents shall not be relieved by Owner's Representative's review of submittals.
- D. Contractor's responsibility for any unauthorized deviations from requirements of Contract Documents made in submittals is not relieved by Owner's Representative's review of submittals.
- E. Do not begin work that requires submittals until submittals have been returned with Owner's Representative's (or consultant's) stamp and initials or signature indicating review and disposition.
- F. After Owner's Representative's review and return, promptly distribute copies to all affected parties.
- G. Notify Owner's Representative in writing of proposed deviations from requirements of Contract Documents at time submittals are made.
  - 1. A "deviation" shall be construed to mean a minor change to the sequence indicated on Drawings or specified.
    - a. Deviation shall not be construed to mean substitutions or product options.
  - 2. In addition to notifying Owner's Representative in writing of deviations, circle deviations

- on shop drawings.
3. The failure of the Contractor to clearly denote deviations within a submittal in writing on company stationery (not a transmittal), and subsequently not addressed in the Engineer/Architect's review of the submittal, and thereby installed by the Contractor, may constitute the removal of the applicable work item(s) and replacement in accordance with the Contract Documents at no additional cost to the Owner.

H. The Owner's Representative may require submittals for other shop drawings or procedures.

## 1.11 SUBMITTAL REQUIREMENTS

- A. Accompany submittals with transmittal letter in duplicate, containing:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Description of data contained in submittals.
  5. Listing of all letters containing description of deviations from Contract Documents.
  6. Other pertinent data.
  7. Appropriate identification ("flagging") for the following occurrences:
    - a. Deviations, with separate, accompanying detailed description of proposed deviation including corresponding changes in Contract Sum, Contract Time, or Construction Schedule Milestones.
    - b. Submittals requiring expedited or urgent review and return, or not in conformance with specified submittal requirements.
    - c. Substitutions, where same have been approved in accordance with Section 01630.
- B. Each submittal shall be packaged separately and covered by a separately, single-subject transmittal letter. Do not combine multiple submittals in a single package or transmittal letter.
- C. Submittals shall include:
1. Date and revision dates.
  2. Project title and number.
  3. Number identification (i.e., submittal number) on every sheet, page or item, as applicable.
  4. The names of: Owner's Representative, Owner's consultants, Contractor, subcontractor, supplier, manufacturer, and separate detailer when appropriate or pertinent.
  5. Identification of product or materials on every sheet, page or item, as applicable.
  6. Relationship of product to adjacent structure, utilities, services or materials.
  7. Clearly identified field dimensions, when known.
  8. Specification Section number and paragraph(s), and/or drawing references to which it pertains.
  9. Applicable standards, such as ASTM and others.
  10. A blank space, 4 in. x 3 in., for Owner's Representative's stamp.
  11. Identification and description of deviations from Contract Documents.
  12. Request for selection of colors, patterns, and textures for materials contained in submittals.

NOTE: Provide each and every item of finish, including color, pattern and texture as selected or approved by Owner's Representative.
  13. Contractor's stamp, initialed or signed, certifying review of submittal, compliance with Contract Documents, and verification of field measurements when applicable. Additionally, material certifications, as required by Specifications, shall be notarized. Contractor's stamp shall read "This submittal has been reviewed for conformance to

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Drawings and Specifications.”

- D. Contractor shall make submittals as indicated in the flow chart provided at the end of this section.

#### **1.12 RESUBMITTAL REQUIREMENTS**

- A. Shop drawings and coordination drawings:

1. Review drawings and indicate revision date as required, and resubmit as specified for initial submittal. Indicate clearly on transmittal letter that item is a re-submittal.
2. Indicate on drawings all changes that have been made since the initial submittal using a “cloud” and a “delta” revision symbol. Make notation of revision in title block.
3. Further indicate on drawings, distinct from the changes requested by Owner’s Representative, all changes which have been made which are different than those requested by Owner’s Representative.

- B. Product data, samples and other submittals: Submit new data and samples in accord with same criteria required for initial submittals.

1. Review submittals and indicate revision date as required, and resubmit as specified for initial submittal. Indicate clearly on transmittal letter that item is a re-submittal.
2. Indicate on submittals all changes, which have been made since the initial submittal using a “cloud” and a “delta” revision symbol.
3. Further indicate on submittals, distinct from the changes requested by Owner’s Representative, all changes which have been made which are different than those requested by Owner’s Representative.

#### **1.13 DISTRIBUTION OF SUBMITTALS AFTER REVIEW**

- A. Distribute copies of shop drawings and product data, which carry Owner’s Representative's stamp to:

1. Contractor's file, job site file, and product record documents file.
2. Subcontractor's, suppliers, and fabricators as appropriate.

- B. Distribute samples as directed.

#### **1.14 OWNER’S REPRESENTATIVE'S RESPONSIBILITIES**

- A. Review submittals with reasonable promptness on basis of design concept of project and information contained in Contract Documents.

1. Attention is directed to the fact that Owner’s Representative's and Architect/Engineer’s review is only to check for general conformance with the design concept of the project and general compliance with Contract Documents. No responsibility is assumed by Owner’s Representative for correctness of dimensions, details, quantities, procedures shown on shop drawings, or submittals.
2. Omission in shop drawings of materials indicated in Contract Drawings, mentioned in Specifications, or required for proper execution and completion of Work, does not relieve Contractor from responsibility for providing such materials. Contractor is responsible for accuracy, dimensions, quantities, strength of connections, coordination with various trades, and conformance to project requirements.
3. Review of a separate or specified item does not necessarily constitute acceptance of an assembly in which item functions.



- B. Furnish materials selections, and selection or approval of each and every item of color, pattern, and texture of materials contained in the project.
- C. Affix stamp and initials or signature acknowledging review of submittal as follows:
1. NO EXCEPTIONS TAKEN. If the review indicates that the material, equipment or work method complies with the project manual, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
  2. MAKE CORRECTIONS NOTED. DO NOT RESUBMIT. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
  3. MAKE CORRECTIONS NOTED AND RESUBMIT. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "MAKE CORRECTIONS NOTED AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT. "
  4. REJECTED - RESUBMIT IN ACCORDANCE WITH CONTRACT DOCUMENTS. (Re-submittal of submittals shall be made within 14 days.) If the review indicates that the material, equipment, or work method does not comply with the project manual, copies of the submittal will be marked "REJECTED - RESUBMIT IN ACCORDANCE WITH CONTRACT DOCUMENTS." Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT."
  5. Void.
  6. Not reviewed (record only).
- D. Return submittals to Contractor for distribution.

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 – EXECUTION**

Not Used

<b>END OF SECTION 01330</b>
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**SECTION 01340  
SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF REQUIREMENTS**

- A. *Submit shop drawings, product data, samples and other items as required by respective Specification Sections.*
- B. Compile and submit maintenance manual data.

**1.02 SCHEDULE OF VALUES**

- A. Submit a trade payment breakdown for all Work. List each category of work separated as to labor and materials for the total value of each trade, main element and cost center (as defined by Owner); sum total of which shall be equal to the Contract Price.
- B. Refer to Section 01370 for additional requirements.

**1.03 SHOP DRAWINGS**

- A. Submit original drawings prepared by Contractor, subcontractor, supplier or distributor, which illustrates portions of the work, including but not limited to fabrication, layout, setting or erection details to Owner's Representative for review and approval.
- B. Cross reference shop drawings to Contract Drawings and Specifications and detail all work included. Indicated dimensions, materials, fastening, anchorages, joining, sealing, backing, utility requirements, rough-in, and adjacent related conditions. Coordinate submittals of related items.
- C. Identify the "Project Name" on each shop drawing.

**1.04 PRODUCT OR CATALOG DATA**

- A. Submit manufacturer's standard drawings modified to delete non-applicable data or include applicable data.
- B. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data.
  - 1. Mark each copy to identify pertinent materials, products or models.
  - 2. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
  - 3. For each item to be furnished, indicate on each catalog sheet, brochure, diagram chart, or other descriptive data the applicable referenced Specification Section number and Paragraph.

**1.05 SAMPLES AND MOCK-UP**

- A. Submit physical samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work will be judged.
  - 1. Office samples of sufficient size and quantity to clearly illustrate:

- a) Functional characteristics of product or material, with integral related parts and attachment devices.
- b) Full range of color samples.
- 2. Field samples and mock-ups:
  - a) Erect at job site at location acceptable to Owner.
  - b) Construct each sample or mock-up complete, including work of all trades required in finished work.

#### 1.06 MANUFACTURER'S CERTIFICATES

- A. Submit three (3) copies of certificates in accordance with requirements of individual Specification Sections.

#### 1.07 SUBMITTAL REQUIREMENTS/PROCEDURES

- A. Within five (5) calendar days after award of Contract, submit a list of shop drawings by Specification Section, and include a list of dates submittals are expected to be made.

Within ten (10) calendar days the Contractor shall submit ALL submittals to the Owner's Representative for approval.

- B. Deliver submittals at established times before the dates that approved submittals will be needed.

- 1. Verify with the Owner's Representative required timing and dates.

- C. Procedure for submittals, including number and types of copies for shop drawings, catalog cuts, certifications and samples shall be as indicated on flow charts provided by Owner's Representative.

- D. Contractor must have reviewed and stamped submittals that are furnished to them by their subcontractors or materials suppliers **PRIOR TO** submitting them to the Owner's Representative.

- E. In addition to the usual, or normal, shop drawings, submit the following for approval when requested:

- 1. Sequence of operations
- 2. Safety and Hazard Communications program
- 3. Fire protection program
- 4. Weather protection program
- 5. Site drainage and erosion control plan
- 6. Maintenance of traffic plan

- F. Owner may require submittals for other shop drawings or procedures.

- G. Accompany submittals with a cover letter in duplicate, containing:

- 1. Date.
- 2. Project title and number.
- 3. Contractor's name and address.
- 4. Description of data contained in submittals.
- 5. Listing of any letters containing description of deviations from Contract Documents.
- 6. Other pertinent data.

- H. Submittals shall include:

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1. Date and revision dates.
  2. Project title and number.
  3. The names of: Owner, Owner's consultants, Contractor, subcontractor, supplier, manufacturer, and separate detailer, when appropriate or pertinent.
  4. Identification of product or materials.
  5. Relationship of product to adjacent structure or materials.
  6. Clearly identified field dimension, when known.
  7. Specification Section number or numbers.
  8. Applicable standard, such as ASTM or other.
  9. A blank space, 4 inches x 2 inches, for the Owner's Representative's (or consultant's) stamp.
  10. Identification and description of deviations from Contract Documents.
  11. Request for selection of colors, patterns, textures for materials contained in submittals.  
NOTE: Provide each and every item of finish, including color, pattern and texture as selected or approved by Owner.
  12. Contractor's stamp, initialed or signed, certifying to review of submittal, compliance with Contract Documents, and verification of field measurements when applicable.
- I. Number of copies of submittals
1. Contractor will submit an electronic copy to the Owner's Representative for review. Electronic approval will be sent back to the Contractor for his use.
- J. Number of samples
1. Three (3) samples of each sample will be submitted to the Owner for review. The actual samples will not be returned to the Contractor, but the results of the review will be transmitted.

#### **1.08 RESUBMITTAL REQUIREMENTS**

- A. Shop drawings:
1. Review drawings, indicate revision date as required, and resubmit as specified for initial submittal.
  2. Indicate changes on drawings which have been made other than those requested by Owner.
- B. Product data and samples: Submit new data and samples as required for first submittals.

#### **1.09 DISTRIBUTION OF SUBMITTALS AFTER REVIEW**

- A. Distribute copies of shop drawings and product data which carry Owner's stamp to:
1. Contractor's file, job site file, and product record documents file.
  2. Contractor's subcontractors, suppliers, and fabricators as appropriate.
  3. Other prime contractors.
- B. Distribute samples as directed.

#### **1.10 CONTRACTOR'S RESPONSIBILITIES**

- A. Review shop drawings, product data and samples prior to submission to Owner's Representative.
- B. Verify field measurements, field construction criteria, catalog numbers, and similar data.
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- C. Coordinate each submittal with work of the project and Contract Documents.
  - D. Contractor's responsibility for errors and omissions in submittals or deviations from Contract Documents is not relieved by Owner's review of submittals.
  - E. Contractor's responsibility for deviations in submittals from Contract Document requirements is not relieved by Owner's review of submittals, unless Owner gives written approval of specific deviations.
  - F. Notify Owner's Representative, **in writing**, of deviations from requirements of Contract Documents at time submittals are made.
    - 1. A 'deviation' shall be construed to mean a minor change to the items or sequence indicated on the Drawings or in the Specifications.
      - a) A 'deviation' is not intended to allow substitutions or product options.
    - 2. In addition to notifying Owner's Representative in writing of deviations, circle deviations on shop drawings.
    - 3. The failure of the Contractor to clearly denote deviations within a submittal **IN WRITING ON COMPANY STATIONARY (NOT A TRANSMITTAL)**, and subsequently is not addressed in the Engineer-of-Record's review of the submittal, and thereby installed by the Contractor, may constitute the removal of the applicable work item(s) and replacement in accordance with the Contract Documents at **NO ADDITIONAL COST TO THE OWNER**.
  - G. Do not begin any work which requires submittals until submittals have been returned with the Owner's Representative's (or consultant's) stamp and initials or signature indicating review and approval.
  - H. After Owner's Representative's review, distribute copies.

#### 1.11 OWNER'S RESPONSIBILITIES

- A. Review submittals with reasonable promptness on basis of design concept of project and information contained in Contract Documents.
  - 1. Attention is directed to the fact that Owner's Representative's review is only to check for general conformance with the design concept of the project and general compliance with Contract Documents. No responsibility is assumed by Owner for correctness of dimensions, details, quantities, procedures shown on shop drawings or submittals.
  - 2. Omission in shop drawings of any materials indicated in Contract Drawings, mentioned in Specifications, or required for proper execution and completion of Work, does not relieve the Contractor from responsibility for providing such materials as indicated in Contract Documents.
  - 3. Approval of a separate or specified item does not necessarily constitute approval of an assembly in which item functions.
- B. Furnish materials selections, and selection or approval of each and every item of color, pattern and texture of materials contained in the project.
- C. Affix stamp and initials or signature acknowledging review of submittal as follows:
  - 1. Approved as drawn.
  - 2. Approved as noted.
  - 3. Approved as corrected. Resubmit.

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4. Not approved or Rejected. Resubmit.
- D. Return submittals to Contractor for distribution.

<b>END OF SECTION 01340</b>
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**SECTION 01370  
SCHEDULE OF VALUES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF REQUIREMENTS**

- A. Submit to the Owner's Representative two (2) Schedule of Values for each major and/or minor element of work, main element, or cost center, wherein all schedule of value components will total the Contract Sum.
  - 1. The Owner's Representative will provide format for submittal of Schedule of Values.
- B. Payment requests will not be approved until the Schedule of Values is found acceptable to the Owner and the Owner's Representative.
- C. Upon request by the Owner's Representative, support values in Schedule of Values with data that will substantiate their correctness.
- D. Schedule of Values is intended to be used only as a basis for Contractor's application for payment.
- E. Include with Schedule of Values a listing of quantities of designated materials.
- F. The Contractor's monthly schedule is to be submitted with the application for payment. The Application for Payment will not be processed until the schedule update is received.

**1.02 FORM OF SUBMITTAL**

- A. Except as directed otherwise by the Owner's Representative, use Table of Contents of Specifications as basis for format for listing cost for work under Division Nos. 1 through 16.
- B. Identify each line with number and title as listed in Table of Contents of Specifications.
- C. The Schedule of Values shall incorporate the cost center codes and funding sources provided by the Owner. Pay applications must reflect these cost codes and funding source splits.

**1.03 PREPARING SCHEDULE**

- A. Itemize separate line item cost for each of following general cost items:
  - 1. Permits and fees.
  - 2. Performance and payment bonds.
  - 3. Field coordination: Supervision and layout, including engineering.
  - 4. Temporary construction facilities.
  - 5. Mobilization and demobilization.
  - 6. Project Management
  - 7. Record Drawings.
    - a. The Contractor will be required to divide up the Schedule of Values item on a monthly basis for payment of this work after monthly submittal and review. (See Section 01720 - Project Record Documents.)
  - 8. Monthly schedule updates.
  - 9. Submittals and Shop Drawings.

10. Daily Reporting.

- B. Itemize separate line cost for work required by each Section of Specification broken down as required by the Owner's Representative for segments of the Project by ramps, bridges, etc.
- C. Breakdown costs to indicate:
  - 1. Delivered cost of product, with taxes paid.
  - 2. Total installed cost, with overhead and profit.
  - 3. Make sum of total costs of all items listed in schedule equal to total Contract Sum.
  - 4. Submit separate Schedule of Values for costs involved with Owner-furnished products.

**1.04 STORED MATERIALS**

- A. To assure that certain critical materials will be available for incorporation into the Work when needed, Contractor may request approval for payment of those certain materials suitably stored at job site before they are installed. Proof of Ownership and certificates of insurance will also be required for stored material prior to payment being considered.
- B. Unless otherwise approved by the Owner, no off-site stored materials will be considered for payment prior to installation.

**1.05 REVIEW AND RESUBMITTAL**

After review by Owner's Representative, revise and resubmit schedule (and stored materials) as required.

<b>END OF SECTION 01370</b>
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**SECTION 01410  
REGULATORY REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 APPLICABLE REGULATIONS**

- A. Comply with the latest edition of the Epcot Codes.
  - 1. Epcot Building Code
  - 2. Epcot Mechanical Code
  - 3. Epcot Gas Code
  - 4. Epcot Plumbing Code
  - 5. Epcot Electrical Code
  - 6. Epcot Fire Prevention Code
  - 7. Epcot Energy Efficiency Code
  - 8. Epcot Accessibility Code
- B. Comply with the provisions of the following statutes, codes, rules & regulations:
  - 1. Florida Thermal Efficiency Code (Florida Statute 553.900).
  - 2. Florida Lighting Efficiency Code (Florida Statute 553.89).
  - 3. Florida Americans With Disabilities Accessibility Implementation Act (Florida Statute Sections 553.501-553.513), as enacted Oct. 1, 1997.
  - 4. Orange County Health Department: Chapter 10 - Florida Rules and Regulations.
  - 5. Florida Administrative Code Chapter 10
  - 6. South Florida Water Management District Regulations.
  - 7. Florida Department of Environmental Protection, Florida Administrative Code, Chapter 62-1 through 62-814.
  - 8. Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) water quality parameters.
  - 9. CFTOD Policies and Procedures for Metering, Cross Connections, Backflow Prevention, and Reclaimed Water
  - 10. CFTOD Utility Specifications and Construction Standards
  - 11. RCES Electrical Construction Specifications
  - 12. CFTOD HPG/MPG Natural Gas New Construction Standards

<p><b>END OF SECTION 01410</b></p>
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**SECTION 01420  
REFERENCES**

**PART 1 – GENERAL**

**1.01 ABBREVIATIONS AND SYMBOLS**

- A. The abbreviations and symbols used on Drawings will be identified and defined in the abbreviations and symbols lists found in the 100 Series Drawings.
- B. The abbreviations and symbols used in the Specifications will be the standard abbreviations and symbols used in commerce, or the standard abbreviations and symbols of the engineering discipline in which found.

**1.02 REFERENCE STANDARDS AND SPECIFICATIONS**

- A. All work shall be performed in accordance with all Articles of the Central Florida Tourism Oversight District General Conditions of the Contract for Construction.
- B. For compliance with laws, see the Central Florida Tourism Oversight District General Conditions of the Contract for Construction, Section 5.6.
- C. Perform work in accordance with latest installation and manufacturing practices. Conform to the "Manual of Accident Prevention in Construction" by The Associated General Contractors of America, Inc.
- D. Unless specifically noted to the contrary, conform with and test in accordance the Central Florida Tourism Oversight District General Conditions of the Contract for Construction, Section 5.7.
- E. For standards conflicts, see the Central Florida Tourism Oversight District General Conditions of the Contract for Construction, Section 2.1.3.
- F. In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should," "could" or "may," wherever they appear. Interpret references in these publications to the "authority having jurisdiction," the "Building Official," the "Structural Engineer," the "Architect/Engineer" or words of similar meaning, to mean the Owner.
- G. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.
- H. Unless directed otherwise, comply with referenced standards and specifications' latest revision in effect at the time Contract is executed, unless otherwise identified by date.
  - 1. Exception: Comply with issues in effect as listed in governing legal requirements.
- I. Refer to Construction Specifications Institute, "Sources of Construction Information", TD-2-5, for the various organizations or references which may appear in the Specifications, along with their respective acronyms.
- J. Specifications may contain references in addition to those listed therein. Please notify Owner's Representative if references are encountered which are not listed.

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### 1.03 USE OF REFERENCE STANDARDS AND SPECIFICATIONS

- A. Any work specified by reference to the published standard or specification of a government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall conform to or surpass the minimum standards of quality for the materials and workmanship established by the designated standard or specification.
- B. Where such reference standards are so specified, all products and workmanship shall also conform to the additional prescriptive or performance requirements included within the contract documents to establish a higher or more stringent standard of quality than that required by the reference standard.
- C. Where the specific date of issue of the reference standard is not included in the specifications with the reference to the standard, the latest edition, including all amendments published and available at the time of publication of the invitation to bid, shall apply.
- D. Where two or more standards are specified to establish product, material or workmanship quality, the product, material and workmanship shall conform to or surpass the most stringent of the standards.
- E. Where there is conflict between referenced standards, the more stringent of the standards shall apply.
- F. Where the contract documents specifies both a standard and a brand name for a product, the proprietary product named shall conform to or surpass the requirements of the specified reference standard. the listing of a brand or trade name in the specifications shall not be construed as a warranty, guaranteeing that the named product, material or workmanship is in conformance with the reference standard.
- G. COPIES OF REFERENCE STANDARDS:
  - 1. Copies of applicable referenced standards are not included in this contract document.
  - 2. Where copies of the referenced standards are required by the contractor for superintending and quality control of the work, it shall be the responsibility of the contractor to obtain a copy or copies of the standard directly from the publication source and to maintain the standards in an orderly manner at the job site. The standards shall be available to the contractor's personnel, subcontractors, owner, engineer and representatives of the serving utility at all times.

### 1.04 APPLICABLE CODES & STANDARDS

- A. The codes and standards listed in this section shall apply for all labor and material furnished under this specification.
- B. The list includes, but shall not be limited to, the following:
  - 1. American Concrete Institute (ACI)
  - 2. American Institute of Steel Construction (AISC)
  - 3. American Iron and Steel Institute (AISI)
  - 4. American National Standards Institute (ANSI)
  - 5. American Society of Testing and Materials (ASTM)
  - 6. American Water Works Association (AWWA)
  - 7. American Welding Society (AWS)
  - 8. Architectural Barriers

9. Association of Edison Illuminating Companies (AEIC)
10. Certified Ballast Manufacturers (CBM)
11. Chain Link Fence Manufacturers' Institute
12. Edison Electrical Institute (EEI)
13. Electrical Testing Laboratory (ETL)
14. Federal Department of Transportation (Federal DOT)
15. Federal Specifications (FS)
16. Florida Department of Transportation (Florida DOT)
17. Florida Lighting Efficiency Code
18. Florida Thermal Efficiency Code
19. Florida Trenching and Safety Act
20. Institute of Electrical and Electronics Engineers (IEEE)
21. Instrument Society of America (ISA)
22. Insulated Cable Engineers Association (ICEA)
23. National Bureau of Testing Standards
24. National Fire Protection Association (NFPA)
25. National Electrical Code (NEC)
26. National Electrical Manufacturers' Association (NEMA)
27. National Electrical Safety Code (NESC)
28. National Electrical Testing Association (NETA)
29. Occupational Safety and Health Act (OSHA)
30. Steel Door Institute (SDI)
31. Steel Structures Painting Council (SSPC)
32. Underwriter's Laboratories (UL)
33. Uniform Building Code (UBC)

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 – EXECUTION**

Not Used

<b>END OF SECTION 01420</b>
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**SECTION 01440  
QUALITY ASSURANCE AND QUALITY CONTROL**

**PART 1 – GENERAL**

**1.01 CONTRACTOR'S QUALITY CONTROL PROGRAM**

- A. Establish and maintain a quality control program for all items of work, including the work of Subcontractors, to ensure the Work conforms to all requirements of the Contract Documents.
- B. Owner may require Contractor to submit a quality control plan ("QC Plan") to Owner/Owner's Representative for review and acceptance, which shall address work of Contractor and its Subcontractors and include, at a minimum: Quality Assurance and Quality Control
  - 1. Contractor's quality control staff organization chart, including:
    - a. Identification of proposed quality control staff members (who shall be subject to Owner/Owner's Representative's approval);
    - b. Identification of the responsibilities of each member of the quality control staff; and
    - c. Listing of all independent organizations or entities proposed for use by Contractor, including, without limitation, testing laboratories and consultants; the qualifications and services to be performed by these outside organizations.
  - 2. Description of documentation and reporting procedures.
    - a. Submit weekly reports to Owner/Owner's Representative indicating, at a minimum, inspections performed, testing methods used and results thereof and any nonconforming items of work (with an explanation for the cause of nonconformance, proposed remedial action and corrective action taken for each nonconformance).
    - b. Describe the method that will be used to document quality control operation, inspection and testing (where performed by Contractor).
    - c. Provide examples of all forms, reports and submittal status log.
  - 3. Description of quality control implementation procedures.
    - a. Material selection procedures.
    - b. Procedures for the review of shop drawings, samples and other submittals, including the name(s) of the person(s) authorized to sign submittals for Contractor before submittal to Owner/Owner's Representative.
    - c. Control procedures for construction materials delivered to Job Site.
    - d. Supervision and control procedures for work carried out on-site.
    - e. Inspection and test procedures (for all specified tests, start-up operations, or special inspections required by regulatory agencies), identifying the procedures by trade, indicating what tests will be done, when such testing will take place, and by whom (including those tests performed by Owner's testing agency in accord with Section 01455).
    - f. Monitoring of any prefabricated elements whether on-site or off-site.
    - g. Sign-off procedures as the Work or each portion thereof is completed.
  - 4. Description of procedures for addressing and remedying completed or installed work that does not conform to the requirements of the Contract Documents.
    - a. Define actions that will be required by Contractor.
    - b. Define actions that will be required by Owner.
  - 5. Definition of Contractor's quality control objectives and enumeration of any "project-specific" or special quality control concerns.

- C. Contractor's on-site supervisory staff shall function as the quality control staff, and such staff shall review all items of work to ensure compliance with the requirements of the Contract Documents.
- D. Owner or its representative (which may be the Architect/Engineer or other such qualified entity as Owner may elect to employ for such purpose) will periodically review the Work in progress for compliance with the Contract Documents, and will present reports of such reviews to Contractor for corrective action as required.
  - 1. Neither the performance nor absence of performance of such reviews by Owner or its representative(s) shall relieve Contractor of its complete responsibility for quality control and ensuring conformance to the requirements of the Contract Documents.
  - 2. Contractor shall prepare and provide any additional information reasonably requested by Owner/Owner's Representative pertaining to the quality and performance of materials, methods and construction practices used by Contractor in performance of the Work.
- E. Ensure that appropriate facilities, instruments and devices required for implementation of Contractor's approved QC Plan are available on site as required.

## **1.02 CONTRACTOR'S REQUIRED QUALITY ASSURANCE MEASURES**

- A. Implement the accepted QC Plan, integrating same into all supervision, Subcontractors' and suppliers' work, manufacturing, services and work to ensure performance of the Work in accord with the requirements of the Contract Documents.
- B. Workmanship: Provide suitably qualified personnel to produce work of specified quality at all times, and enforce exclusion of personnel from performing operations for which they are unqualified by lack of certification, registration, or demonstrated inability.
- C. The Work shall be considered "custom construction" and completed in accord with the highest applicable standard of workmanship by all trades, and shall not be considered "standard commercial construction" unless explicitly shown or specified as such elsewhere in the Contract Documents.
- D. Covering of work: Complete and submit a "pre-cover sign-off sheet" to Owner/Owner's Representative before the concealing of any work.
  - 1. The sign-off sheet shall include certification, signed and dated by Contractor and the subcontractor(s), that the work has been installed in compliance with the Contract Documents and that the work has been reviewed and approved as required by applicable testing and jurisdictional authorities.
  - 2. Such sign-off sheet shall be submitted to allow adequate time for Owner/Owner's Representative to inspect the work before concealment.
    - a. Provide notice to Owner/Owner's Representative's testing agency as specified in Section 01455 for testing or inspections specified to be performed by it.
    - b. Provide minimum of 24 hours (1 working day) notice for any other procedures or installations.
  - 3. Afford Owner or its representative's full access to work to be observed or inspected, including any required accommodations such as hoisting, planking, or lighting.
  - 4. If after Contractor's having made proper and timely notice Owner/Owner's Representative should elect not to avail itself of the opportunity to inspect or observe an item of work, Contractor may proceed with covering of that work without further notice to Owner/Owner's Representative. Complete responsibility for performing all work in accord with requirements of the Contract Documents shall remain with Contractor in such event,

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- and any such “unobserved” work later found to be nonconforming shall be remedied to Owner/Owner’s Representative’s satisfaction at no additional cost to Owner.
5. Covering of work without providing Owner/Owner’s Representative sufficient prior opportunity to review same shall be grounds for Owner/Owner’s Representative to direct Contractor to uncover, correct (as required) and reinstall such work at no additional cost to Owner.
- E. Aesthetic inspections or observations by Owner/Owner’s Representative: Complete and submit an “acceptance sign-off sheet” to Owner/Owner’s Representative with a minimum of 48 hours (2 working days) notice for any procedures or installations which require inspection of an aesthetic or artistic nature.
1. Contractor shall not proceed with procedures and installations for which an inspection of an aesthetic nature is required absent Owner/Owner’s Representative’s receipt and approval of the acceptance sign- off sheet.
- F. Cable Splicer/Terminator Qualifications
1. Each cable splicer/terminator shall be approved and qualified by RCES in the splicing and terminating of Kerite high and medium voltage cables.
2. Each cable splicer/terminator shall have five or more years recent, verifiable experience splicing and terminating Kerite high and medium voltage cables.
3. In addition, the cable splicer/terminator may be required to make an approved dummy or practice splice/termination in the presence of the Owner/Owner’s Representative in accordance with the cable manufacturer’s instructions before being approved as a qualified cable splicer.
4. The Owner/Owner’s Representative reserves the right to require additional proof of competency or to reject the individual and call for certification of an alternate cable splicer/terminator.
- G. Exothermic Welder Qualifications
1. Welders shall be previously qualified (within the past twelve months) by passing the tests prescribed in the AWS Standard Qualification Procedure or by passing such other tests as the Owner/Owner’s Representative may accept.
2. Welders, welding operators and tackers shall be qualified in accordance with the requirements of AWS D1.1.
3. Submit two certified copies of the qualification records to the Owner/Owner’s Representative as evidence of qualification to the above-mentioned code.
4. Each welder shall have two or more year’s recent, verifiable experience in performing exothermic welding.
5. In addition, the welder may be required to make an approved dummy or practice weld in the presence of the Owner/Owner’s Representative in accordance with the weld manufacturer’s instructions before being approved as a qualified welder.
6. The Owner/Owner’s Representative reserves the right to require additional proof of competency or to reject the individual and call for certification of an alternate welder.
- H. Lightning Protection System Installer Qualifications
1. The Contractor must provide documentation that each installer has been certified with at least five years of recent experience in installing lightning protection systems.
2. The Owner/Owner’s Representative reserves the right to require additional proof of
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competency or to reject the individual and call for certification of an alternate lightning protection system installer.

### **1.03 MANUFACTURER'S INSTRUCTIONS**

- A. Where required by Specifications, submit manufacturer's printed instructions in the quantity required for product dates, delivery, handling, storage, assembly, installation, start-up, adjusting, balancing, and finishing as applicable.
- B. Contractor shall comply with manufacturer's instructions in fullest detail, including performance of each step of assembly or installation in exact sequence. Should manufacturer's instructions conflict with Contract Documents in any manner, request immediate clarification from Owner/Owner's Representative before proceeding with the operation in question.

### **1.04 MINIMUM CONSTRUCTION TOLERANCES AND REQUIREMENTS**

- A. Where stricter standards or tolerances are specified elsewhere in the Specifications or in references specified in the Specifications, such stricter standards or tolerances shall take precedence over the standards and tolerances enumerated herein.
- B. Construct and install all parts of the Work level, plumb, square and in correct position unless explicitly shown or specified otherwise.
  - 1. No part shall be out of plumb, level, square or correct position so as to impair the proper functioning of the part or the Work, in the sole determination of Owner/Owner's Representative.
  - 2. The following tolerances shall apply to plane surfaces:
    - a. No point in the plane surface shall be out of correct position by more than 1/8 in.
    - b. No straight-line tangent to the plane surface shall vary from the plane surface by more than 1/8 in. in 10 ft. (non-cumulative).
- C. Make all joints tightly and neatly.
  - 1. Only apply moldings, sealant, or other joint treatment with explicit permission of Owner/Owner's Representative unless it is explicitly so specified or shown.
- D. Provide galvanic insulation between dissimilar metals that are not adjacent on the standard galvanic scale.
- E. Fasteners and fastening:
  - 1. All fasteners used by all trades in exterior applications and elsewhere where dampness or corrosion can reasonably be anticipated shall be corrosion-resistant.
    - a. Fasteners for carpentry in exterior applications or in potentially damp locations shall be stainless steel, aluminum, or double hot-dip galvanized steel.
    - b. Fasteners for other materials in exterior applications, in cellars and crawl spaces, embedded in exterior walls, at or above the roof, and other places where dampness and corrosion can reasonably be anticipated shall be one of the types specified below (as applicable).
  - 2. Fasteners for copper, brass and bronze in all locations and under all conditions shall be copper, brass, or bronze, respectively.
  - 3. Fasteners for stainless steel in all locations and under all conditions shall be stainless steel.



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- 4. Fasteners for aluminum shall be stainless steel or aluminum where exposed to view, and stainless steel, aluminum or double hot-dip galvanized steel where not exposed to view.
  - 5. Fasteners for ferrous metals in all locations and under all conditions shall be galvanized or stainless steel.
  - 6. If corrosion-resistant fasteners are not available for a given application, notify Owner/Owner's Representative for direction regarding alternative corrosion protection methods.
- F. Apply protective finish to parts of the Work before concealing parts (i.e., paint door tops and bottoms before hanging doors, paint degradable mounting plates before installing other parts over them, etc.).
- 1. Unless specified otherwise, paint concealed materials and products with same primer and finish specified for exposed surfaces. If concealed materials are fully covered, primer alone is sufficient unless specified otherwise.
  - 2. Concealed products that are already corrosion-protected need not be protected further unless specified otherwise.
  - 3. Refer to individual Specification Sections for additional protective finishes or coatings requirements.
- G. Manufacturers, subcontractors, and workers shall be experienced and skillful in performing the work assigned to them.
- H. Verify critical dimensions in the field before fabricating items, which must fit adjoining construction.
- I. Where accessories are required in order to install parts of the Work in usable form, provide such accessories even where not explicitly specified or shown.
- J. Whenever possible, accessories shall be manufactured by the same manufacturer as the larger part or device for which they are to be used.
- K. Adjust and test operation of all items of equipment, leaving them fully ready for use (refer to Section 01660 for mechanical and electronic equipment start-up restrictions).

#### **1.05 GENERAL WORK REQUIREMENTS**

- A. Seal all cracks and openings to make exterior skin of buildings tight to water and air entry, as specified.
  - B. Provide adequate blocking, bracing, nailers, fastenings, and other supports to install parts of the Work securely.
    - 1. Blocking, bracing, nailers, fastenings, and other supports shall be of a type not subject to deterioration or weakening as the result of environmental conditions or aging.
    - 2. Secure any objects suspended directly overhead in accessible areas (or suspended over adjacent areas where a falling object can rebound into an accessible area) such that each suspended object has complete redundancy of adequate support connected to the structure of the building.
  - C. Provide bases, pads, inserts, blockouts, and other miscellaneous supporting structures as required for all portions of the Work, even where it may not be explicitly indicated but is nonetheless required for a complete or proper installation.
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**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

<b>END OF SECTION 01440</b>
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**SECTION 01455  
TESTING AND INSPECTION SERVICES**

**PART 1 - GENERAL**

**1.01 TESTING AND INSPECTING SERVICES**

A. General:

1. In reference to Subparagraph 5.7.2. of the General Conditions of the Contract for Construction, Owner will employ, and pay for services of an independent testing laboratory to perform specified services.
2. Employment of testing laboratory by Owner shall not, in any way, relieve Contractor of its obligation to perform work in accord with Contract requirements.
3. Contractor shall pay all costs for tests failed and retesting required because of failures due to defective work or materials, as well as charges related to standby and/or remobilization.
4. Costs for testing of materials or procedures that are deviations or substitutions from Contract provisions shall be borne by Contractor if the tests are conducted to determine the acceptability of the proposed deviations or substitutions.
5. Review or inspection (or failure to do so) by Owner's Representative or Owner's authorized testing agency of Contractor's materials and/or Work constitutes neither acceptance on Owner's part nor waiver of Owner's right to future review or inspection.

B. Purpose: Independent testing laboratory services are required to provide unbiased quality control information necessary to protect the interests of Owner and to furnish such technical abilities as may be of benefit to the project.

C. Extent of laboratory services:

1. Cooperate with Owner's Representative and Contractor. Provide qualified personnel promptly on notice.
2. Perform specified tests, and additional tests which may be necessary. Refer to individual Specifications Sections for required tests and inspections.
  - a. Comply with specified standards insofar as they apply to the Work.
  - b. Ascertain compliance with requirements of Contract Documents.
3. Promptly notify Owner's Representative and Contractor of noncompliance, irregularities, or deficiencies in the Work which are observed during performance of services.
4. Conduct inspections and tests and provide reports as soon as possible so as not to delay the Work.
  - a. Make an accurate written report of all tests and inspections, and deliver same to Owner's Representative. As a minimum, unless directed otherwise, a written report shall be prepared for all tests and inspections, or in some instances, series of tests and inspections.
  - b. In addition to submitting copies to Owner's Representative, submit copies to Contractor, Structural Engineer, to local building authorities as required by Codes and Ordinances, and to other parties as directed by Owner's Representative in the instructions to the laboratory.
  - c. Reports shall include: Date issued and date of test, project title and number, testing laboratory's name and address, name and signature of laboratory supervising engineer, inspector, date of inspection or test, record of temperature and weather, identification of product and project Specifications Section number, location in project, type of inspection or test, and comments regarding compliance with

- Contract Documents.
  - d. Perform additional services as may be required or ordered by Owner's Representative.
- D. Testing laboratory is not authorized to:
  - 1. Release, revoke, alter, or enlarge upon requirements of Contract Documents.
  - 2. Approve or accept any portion of the work.
  - 3. Perform any duties of Contractor.
- E. Tests and inspections: Sampling, inspection, and testing shall include, but not necessarily be limited to, the following:
  - 1. Soils for use in fills and backfills: Determine suitability.
  - 2. Foundation bearings: Inspect and test.
  - 3. In-place fills and backfills: Inspect and test.
  - 4. Reinforcing steel: Inspect and test.
  - 5. Concrete ingredients: Inspect and test.
  - 6. Concrete quality control: Inspect and test.
  - 7. Structural steel: Inspect and test.
  - 8. Welding and structural bolting: Inspect and test.
  - 9. Concrete unit masonry including veneer ties.
  - 10. Fireproofing: Inspect and test.
  - 11. Asphalt concrete; asphalt concrete base: Inspect and test.
  - 12. Refer to individual Specifications Sections for additional specific testing requirements.

## **1.02 CONTRACTOR'S RESPONSIBILITIES**

- A. Cooperate with laboratory personnel. Provide access to Work site, and to manufacturer's shops as may be required by laboratory personnel to perform inspecting, sampling, and testing services.
- B. Notify laboratory sufficiently in advance of project need to allow for scheduling, assignment of personnel, inspecting, and testing (at least 48 hours).
- C. Provide for laboratory sampling in required quantities, all representative samples of materials to be tested.
- D. Furnish copies of all test reports and certifications which may be required by testing laboratory.
- E. Furnish casual labor and facilities:
  - 1. To provide access to work to be inspected and tested, facilitate inspections and tests, and to obtain and handle samples at the Job Site.
  - 2. For laboratory's exclusive use for storage and curing of test samples.
- F. Arrange with laboratory and pay for:
  - 1. Additional inspections, samples, and tests required for Contractor's convenience.
  - 2. Additional tests when initial tests indicate work does not comply with Contract requirements.

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- G. Provide storage and protection of materials. Remove materials as necessary for inspections and tests, and replace same after inspections and tests have been performed by the laboratory.

<b>END OF SECTION 01455</b>
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**SECTION 01500  
TEMPORARY CONSTRUCTION FACILITIES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF REQUIREMENTS**

- A. Provide all construction facilities and temporary controls required for the Work of the project and maintain supervision of same.
- B. Verify with the Owner's Representative and provide as required, the following items without additional cost to the Owner:
  - 1. Temporary lighting required that would be in addition to that existing.
  - 2. Power extension cords for tools and equipment.
  - 3. Temporary field offices and storage sheds.
  - 4. Temporary barriers and fences.
  - 5. Temporary controls for noise, dust, water and erosion.
  - 6. Temporary construction aids.
  - 7. Temporary tree and plant protection.
  - 8. Security, protection and safety signage.
  - 9. Temporary sanitary facilities.
  - 10. Temporary telephone service.
  - 11. All additional construction facilities and temporary controls required by, and in accord with, legal requirements.
- C. Provide all work and facilities in full accord with all authorities having jurisdiction, including but not limited to OSHA.
  - 1. The location of any temporary facilities and the extent of the facilities and services to be provided shall be subject to the requirements of the Contractor and the approval of, and to such conditions as, the Owner may prescribe.
- D. With regard to required construction facilities and temporary controls, provide for the following:
  - 1. Responsibility for initiating all safety measures including, but not limited to, all barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety devices of every kind required by Code, local utility company, or Owner.
  - 2. Disconnecting and removal of all construction controls that are not part of permanent construction when and as directed by Owner, or at completion of Work.
  - 3. Filing of all permits for construction with local authorities.
  - 4. Payment of all fees as well as all inspection and supervision costs as may be levied by the utilities.
  - 5. Payment of all usage, service and energy charges for temporary utilities for construction purposes.
  - 6. Maintenance of all of this Contractor's temporary work and facilities.
  - 7. Required grubbing, excavation and backfill for this Contractor's construction facilities.
  - 8. All barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety measures and devices of every kind required by Code, local utility company, or Owner.
  - 9. Disconnecting and removing of all of this Contractor's temporary work not part of permanent construction when and as directed by the Owner's Representative.

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**1.02 TEMPORARY SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL**

- A. Since no services will be available for temporary toilets, provide, maintain and remove when directed, portable chemical toilets for this Contractor's construction and office personnel.
- B. Provide quantity and location of temporary toilets as required by authorities having jurisdiction, including, but not limited to OSHA, and subject to approval of the Owner's Representative.
- C. Maintain temporary toilets in a sanitary condition at all times, subject to approval of the Owner's Representative.

**1.03 GENERAL ITEMS**

- A. Noise Control: "Whisperize" and muffle all equipment.
- B. In general, make materials deliveries during normal working hours. Where special deliveries must be made at other times, request Owner approval. After approval, arrange for proper labor force to receive and unload. If this procedure is not complied with, delivery will not be permitted.
- C. Staging areas for delivery of materials and equipment will be at locations designated by Owner.
- D. Contractor understands that other contractors will be working on the site for the duration of this Contract. Sequence operations to accommodate and coincide with the operations of the other contractors, and as approved by the Owner. Areas will be made available in accord with Owner's requirements.
- E. Utility mains and utility services to buildings or other facilities of the Owner or another contractor shall not be cut off or otherwise interrupted without permission from the Owner or the Owner's Representative.
  - 1. After authorization, prior to interrupting any utility service, the Contractor shall ascertain that he has the proper materials, together with adequate workmen and equipment, to complete the work in a minimum amount of time.
  - 2. Where possible, interruption in service shall be scheduled during the hours when the facilities are not in use.
  - 3. Cost of delays and inconvenience to the Owner, when normal services are not resumed as scheduled, shall be chargeable to the Contractor.

**1.04 CONTRACTOR ACCESS AND EGRESS**

- A. Truck hauling of materials for the Work will be in accordance with the Contract Documents, the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION and the SPECIAL CONTRACT CONDITIONS.

<b>END OF SECTION 01500</b>
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**SECTION 01560  
EROSION CONTROL AND DEWATERING**

**PART 1 – GENERAL**

**1.01 Erosion Control**

- A. Refer to Contract Drawings and Bid Manual.
- B. Refer to following list of documents attached with this section.
  - 1. SWPPP: The Contractor shall prepare the Storm Water Pollution Prevention Plan utilizing the template forms published by Central Florida Tourism Oversight District Planning & Engineering Department. 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. The Contractor shall provide the erosion control devices required by the plan and shall maintain them in accordance with Section 01010 until the punchlist is certified to be complete. *Rev. October 3, 2019*
  - 2. Turbidity Curtains: The Contractor shall provide turbidity curtains wherever required by its approved SWPPP
  - 3. De-watering: The Contractor shall submit all information required by CFTOD Planning & Engineering at least 21 days prior to the commencement of any dewatering activities; and the Contractor shall not begin dewatering activities until CFTOD Planning and Engineering has approved the proposed activities. The list of Submittal Information required by CFTOD P&E for SFWMD follows this Section of the specifications.
    - a. If any de-watering activity occurs adjacent to a wetland and extends longer than two weeks, then the Contractor shall provide an analysis engineered by a professional geotechnical engineer licensed to do business in the State of Florida that provides for wetland rehydration processes and monitoring. Further, the analysis shall consider the normal pool and seasonal high water elevations of any wetlands and surface waters adjacent to the proposed dewatering activities.
- C. The Contractor shall apply for the NOI and pay the filing fee.

<b>END OF SECTION 01560</b>
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**SECTION 01560A**  
**CFTOD PLANNING & ENGINEERING SUBMITTAL INFORMATION REQUIRED FOR**  
**SFWMD DEWATERING PERMIT NOTIFICATION**

The contractor shall submit the following information on company letterhead as part of their dewatering permit notification at least **21 days** prior to anticipated commencement of any dewatering activities. The contractor shall not begin dewatering until the Central Florida Tourism Oversight District has approved the proposed activity and an inspection of the system has been conducted.

1. Name of contractor;
2. Site location plan showing task specific dewatering locations (does not need to be on company letterhead);
3. Records that indicate the presence or absence of known areas of contamination within the project, and in adjacent areas that could be impacted if dewatering operations are performed. Also, if applicable, reasonable assurance that dewatering activities will not alter the contamination plumes movement or directions,
4. Proposed methods of construction;
5. Estimated pumping rates and duration of pumping;
6. Known volume to be discharged from vessels installed in the wet;
7. Estimated depth of drawdown;
8. Anticipated radius of the cone influence;
9. Proposed points of discharge;
10. Site water routing from excavation to stormwater retention area;
11. Proposed groundwater and surface water monitoring plans and turbidity monitoring plan;
12. Any other sites and tasks specific characteristics worthy of consideration;
13. Hydraulic information (i.e., normal pool and seasonal high water elevations) of any wetlands and surface waters within or adjacent to the proposed dewatering activities.

Along with the information above, weekly withdrawals will be submitted to Central Florida Tourism Oversight District every Monday for the previous week's dewatering.

Information shall be submitted through BIM360 for electronic review under the specific Project Folder, under Dewatering. Contractor shall notify Melissa Pulver and Katherine Luetzow via the Review Status form on BIM360. For BIM360 information, please contact CFTOD at 407-828-2250.

**Central Florida Tourism Oversight District Projects Master Dewatering Permit  
Turbidity Monitoring Plan Requirements**

**Description:** Monitoring requirements for dewatering discharge. Turbidity is expressed in nephelometric turbidity units (NTU).

**Location:**

- (1) Background-
  - ☐ Canals – 5 NTU
  - ☐ Bay Lake/7 Seas Lagoon – 1 NTU
  - ☐ Reedy Creek – 1 NTU
  - ☐ Wetland – 1 NTU
- (2) Compliance--Samples shall be taken at the discharge point from the construction activity, i.e. at the location where that construction activity discharges into the receiving canal, lake, creek or wetland, AND at a location a minimum of 200 feet downstream of the location when that construction activity discharges into a canal, lake, or creek AND at any additional sampling locations as specified in this Dewatering Plan drawing.

**Frequency:** Turbidity monitoring sampling shall be conducted twice daily, with at least a four-hour interval between sampling events, during all work authorized by this permit.

**Duration:** Monitoring shall begin on the first day of construction for all activities related to the proposed activities. Monitoring shall cease when all construction activities related to the proposed activities are completed. The monitoring data must demonstrate that turbidity 200 feet downstream of all proposed activities or in the downstream canal or wetland is less than or equal to 29 NTU's above natural background turbidity for a period of seven consecutive days after completion of construction.

**Reporting:** All monitoring data shall be submitted to the Central Florida Tourism Oversight 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.

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**CFTOD Weekly Dewatering Report Planning & Engineering Department**  
**P.O. Box 10170, Lake Buena Vista, FL 33830**  
**(407) 828-2250 Fax: (407) 828-2560**

**Project Name:** \_\_\_\_\_  
**Pump#** \_\_\_\_\_  
**Location:** \_\_\_\_\_  
**Discharging to:** \_\_\_\_\_

Day/Date	Daily Meter Reading	Pump Shut off Reading*	Daily Volume	Turbidity Readings (Twice daily minimum of 4 hours apart)	
Previous Saturday Reading (if applicable)		*Only complete this column when turning pump off		Morning	Afternoon
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Weekly Daily Volume Total					

Report each meter reading daily. If you are pumping continuously, please carry over the previous week's last meter reading to report accurate volumes. Please call 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.

<b>END OF SECTION 01560A</b>
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**SECTION 01630  
SUBSTITUTIONS AND PRODUCT OPTIONS**

**PART 1 - GENERAL**

**1.01 INTENT OF CONTRACT DOCUMENTS**

- A. Throughout the Contract Documents, products are referred to or identified by trade name or number, manufacturer's name or number, or in some like manner. When so identified, it is intended that the named product be provided. Any other product will be classified as a substitution.
- B. The term "product" includes materials, systems and equipment.
- C. It is the further intent of the Contract Documents that products be:
  - 1. New and best of their respective kinds.
  - 2. Furnished in ample quantities to facilitate proper and timely execution of the Work.
  - 3. Of one manufacturer for each specific purpose, insofar as is practical.

**1.02 CONTRACTOR'S PRODUCT OPTIONS**

- A. For products specified only by reference standards or performance characteristics, select any product meeting requirements, by any manufacturer. The Owner reserves the right, however, to exercise its prerogative in determining what is acceptable and what is not acceptable.
- B. For products specified by naming several manufacturers, select product from list of manufacturers named.
- C. For products specified by naming several manufacturers, but indicating the option of selecting equivalent products by stating "equivalent to" before specified product, submit request, as required for substitution, for any product not specifically named.
- D. For products specified by naming only one product and manufacturer, there is no option, and no substitution will be allowed.

**1.03 SUBSTITUTIONS**

- A. Requests received for substitution will not be considered, except for the following conditions:
  - 1. Product discontinued and no longer being manufactured.
  - 2. Insufficient quantity, except the following shall not establish cause for substitutions.
    - a. Failure to award a subcontract in sufficient time, or failure to place orders for products so as to insure delivery without delaying work.
- B. Delays beyond control, such as strikes, lockouts, fires, storms, or other acts of God, which may delay the procurement and delivery of products may constitute sufficient grounds for other Contract changes, but will not necessarily be sufficient cause for allowing substitutions.
- C. The Owner reserves the right to consider substitutions at any time during the progress of the Work when it would be in its best interests to do so.
- D. Submit written request for substitution and include:
  - 1. Complete data substantiating compliance of proposed substitution with Contract

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- Documents.
2. For products, submit:
- a. Product identification: include manufacturer's name and address.
  - b. Manufacturer's literature: Product description, performance and test data and reference standards.
  - c. Samples, when appropriate.
  - d. Name and address of similar projects on which product was used, and date of installation.
- E. In making request for substitution, Contractor represents:
1. It has personally investigated proposed product or method, and determined that product is equal or superior in all respects to that specified.
  2. It will provide the same Warranty for substitution as for product or method specified.
  3. It will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects.
  4. It waives all claims for additional costs related to substitution, which consequently becomes apparent.
    - a. It will assume all additional cost of construction performed by other separate contractors to accommodate the accepted substitution.
  5. Cost data is complete and includes all related costs under its Contract, including redesign by a State of Florida Registered Engineer.
- F. Substitutions will not be considered if:
1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accord with Article 1.03 - Substitutions.
  2. Acceptance will require substantial revision of Contract Documents.

<b>END OF SECTION 01630</b>
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**SECTION 01640  
PRODUCT HANDLING AND PROTECTION**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF REQUIREMENTS**

- A. Transport, deliver, handle, and store materials and equipment at the job site in such manner as to prevent damage, including damage which might result from the intrusions of foreign matter or moisture from any source.
  - 1. In all cases, comply with:
    - a. Material and equipment manufacturer's instructions regarding temperature limitations.
    - b. Other environmental conditions which are required to maintain the original quality of the materials and equipment.
- B. Maintain packaged materials in manufacturer's original containers with seals unbroken and labels intact until they are incorporated into the work.
  - 1. Packaged material shall bear the name of the manufacturer, the product, including brand name, color, stock number and all other complete identifying information.
  - 2. Packages showing indications of damage that may affect conditions of contents are not acceptable.
- C. Remove all damaged or otherwise unsuitable materials and equipment promptly from the job site.
- D. Locate storage piles, stacks or bins so as to avoid being disturbed. Provide barricades as required to protect storage from damage.
- E. Protect all finished surfaces, through or over which materials and equipment are handled.
  - 1. Maintain all finished surfaces clean, unmarred and suitably protected until occupied by Owner.

<b>END OF SECTION 01640</b>
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**SECTION 01700  
PROJECT CLOSEOUT**

**PART 1 – GENERAL**

**1.01 SUBSTANTIAL COMPLETION**

- A. Contractor:
  - 1. Submit written certification to Owner/Owner's Representative that project, or designated portion of project, is substantially complete.
  - 2. Submit list of major items to be completed or corrected.
- B. The Engineer/Architect and Owner/Owner's Representative will make a review of the work within 7 days after receipt of certification.
- C. Should the Engineer/Architect or Owner/Owner's Representative consider that Work is substantially complete:
  - 1. Prepare, and submit to Owner, a list of items to be completed or corrected, as determined by the review.
  - 2. The Owner/Owner's Representative will prepare and issue a certificate of substantial completion, complete with signatures of Owner/Owner's Representative, Engineer/Architect, and Contractor, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Owner/Owner's Representative.
  - 3. Owner occupancy of project or designated portion of project:
    - a. Contractor shall:
      - (1) Obtain certificate of occupancy, if applicable
      - (2) Perform final cleaning in accord with Section 01710.
    - b. Owner shall occupy project or designated portion of project, under provisions stated in certificate of substantial completion.
  - 4. Contractor: Complete work listed for completion or correction, within designated time.
- D. Should the Owner/Owner's Representative or Engineer/Architect consider that Work is not substantially complete:
  - 1. The Owner/Owner's Representative will notify Contractor, in writing, stating reasons.
  - 2. Contractor: Complete Work and send second written notice to Owner/Owner's Representative, certifying that project, or designated portion of project, is substantially complete.
  - 3. The Engineer/Architect and Owner/Owner's Representative will make a review of the Work within 7 days after receipt of certification.

**1.02 FINAL REVIEW**

- A. Contractor shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Project has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in Owner's presence and are operational.
  - 5. Project is completed, and ready for final review.

- B. The Engineer/Architect and/or Owner/Owner's Representative will make final review of the Work within 7 days after receipt of certification.
- C. Should the Owner/Owner's Representative or Engineer/Architect determine that Work is finally complete in accord with requirements of the Contract Documents, it will request Contractor to make project closeout submittals.
- D. Should the Owner/Owner's Representative or Engineer/Architect determine that Work is not finally complete:
  - 1. The Owner/Owner's Representative will notify Contractor, in writing, stating reasons.
  - 2. Contractor shall take immediate steps to remedy the stated deficiencies and subsequently submit written notice to the Owner/Owner's Representative certifying that the Work is complete.
  - 3. The Owner/Owner's Representative will make a review of the Work within 7 days after receipt of certification.

### **1.03 CLOSEOUT SUBMITTALS**

- A. In addition to the requirements noted within the General Conditions of the Contract for Construction, Paragraph 9.4 - Substantial Completion and Final Payment, the following listed requirements supplement the requirements thereof. The Contractor shall:
  - 1. Deliver the project Record Documents in accordance with the requirements of Section 01720.
  - 2. Deliver the operating and maintenance data:
    - a. In accordance with the requirements of Section 01340.
    - b. In accordance with the requirements of applicable Specification Sections.
  - 3. Deliver warranties in accordance with the requirements of Contract Documents.
  - 4. Deliver all spare parts and maintenance materials in accordance with the requirements of Specifications Sections.
  - 5. Deliver evidence of compliance with requirements of governing authorities, including but not limited to:
    - a. Certificates of Inspection: Mechanical and electrical.
  - 6. Deliver certificates of insurance for:
    - a. Products
    - b. Completed operations.
  - 7. Deliver evidence of payments, waivers of claims and releases of liens, including:
    - a. Contractor's Affidavit of Payment of Debts and Claims and Release of Liens.
    - b. Duly execute all submittals before delivery to the Owner/Owner's Representative.

### **1.04 INSTRUCTION**

- A. Prior to close-out of the Contract, the Contractor shall instruct, or cause to be instructed, the Owner's designated personnel in the proper operation and care of any specialized equipment or systems provided or installed by the Contractor as part of the Work. Only appropriately qualified personnel shall provide such instruction and all arrangements for such instruction shall be coordinated with the Owner/Owner's Representative. The cost for any such instruction shall be borne by the Contractor and is included in the Contract Sum.

### **1.05 OPERATION AND MAINTENANCE MANUALS FOR EQUIPMENT AND SYSTEMS**

- A. Prior to close-out of the Contract, the Contractor shall furnish to the Owner/Owner's Representative
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not less than ONE (1) bound copy, and TWO (2) USB/flash drive copies of Operation and Maintenance (O&M) Manuals describing the proper operation and maintenance of all equipment and systems provided or installed by the Contractor as part of the Work. Information contained in the manual shall include, but shall not be limited to, the following information as it pertains to each piece of equipment or system furnished:

1. Manufacturer's specification
2. Manufacturer's operating instructions
3. Manufacturer's maintenance instructions
4. Any serial numbers unique to individual machines, equipment or devices.
5. Complete listing of equipment/system replacement parts, including part numbers.
6. Name and telephone number of source for equipment/system replacement parts.
7. Complete wiring and/or piping diagrams (as applicable).
8. Manufacturer's written warranty
9. Name and telephone number(s) of local, qualified service representative.

<b>END OF SECTION 01700</b>
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**SECTION 01710  
CLEANING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Maintain job site, surrounding areas, and public properties free from improperly stored materials, accumulations of waste, debris, and rubbish caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, surplus materials, and clean all sight-exposed surfaces. Leave job site clean and ready for occupancy.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Use only cleaning materials recommended by manufacturer of materials of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**PART 3 - EXECUTION**

**3.01 CLEANING - GENERAL**

- A. Cleaning and disposal:
  - 1. Conduct cleaning and disposal operations in accord with legal requirements.
  - 2. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- B. Burning:
  - 1. Burning of the trees, shrubs, bushes, etc., cleared on the project site will not be allowed within the project site.
- C. Hazards control:
  - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
  - 2. Prevent accumulation of wastes which create hazardous conditions.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.

**3.02 CLEAN-UP DURING CONSTRUCTION**

- A. Execute cleaning to ensure job site, premises, adjacent and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust.
- C. At reasonable intervals during progress of Work, clean job site and public properties, and dispose of waste materials, debris and rubbish.
- D. Provide dump containers on job site for collection of waste materials, debris and rubbish.

1. Permit Owner's other contractors to place waste materials, debris and rubbish in containers provided by this Contractor.
- E. Remove waste materials, debris and rubbish from job site, premises, adjacent and public properties and legally dispose of at public or private dumping areas off Walt Disney World property.
- F. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from height.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

### **3.03 FINAL CLEANING**

- A. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- B. Remove grease, dust, dirt, stains, labels, furniture, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces.
  1. Clean and polish all factory finished surfaces such as plastic laminate, plated metals, stainless steel, and factory baked-on enamel surfaces.
- C. Repair, patch and touch-up marred surfaces to specified finish, and to match adjacent surfaces as appropriate.
- D. Broom clean paved surfaces; rake clean other surfaces of grounds.
- E. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.

### **3.04 GENERAL REQUIREMENTS**

- A. If the Contractor fails to comply with the requirements of this Article, in the opinion of the Owner or the Owner's Representative, the Owner's Representative shall perform the necessary clean-up and deduct the cost of work from the monies due or to become due to said Contractor.

<b>END OF SECTION 01710</b>
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**SECTION 01720  
PROJECT RECORD DOCUMENTS**

**PART 1 – GENERAL**

**1.01 MAINTENANCE OF DOCUMENTS**

- A. Maintain at Job Site, one copy of each of the following as record documents:
  - 1. Contract Drawings (Hard copy prints or electronic copy, provided by Owner).
  - 2. Project Manual (Specifications) including Addenda/Bulletins issued prior to contract award.
  - 3. Approved shop drawings, product data and samples.
  - 4. Modifications: Revision Orders, Directives, Bulletins and other written amendments to the Contract.
  - 5. Field test records.
  - 6. As-built Drawings applicable to the project (if previously supplied).
- B. Adhere to following guidelines for maintenance of record documents:
  - 1. Store record documents in temporary field office, apart from documents used for construction purposes.
  - 2. Maintain record documents in clean, dry, and legible condition.
  - 3. Do not use record documents for construction purposes.
  - 4. Make record documents available at all times for inspection by Owner's Representative and other authorized users.

**1.02 RECORDING**

- A. Label each record document "PROJECT RECORD" in 2 in. high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Record Contract Drawings: Legibly mark Drawings (or an electronic copy) to record actual construction.
  - 1. Depths of various elements of foundation in relation to survey datum.
  - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
  - 3. Structural steel framing tolerances which deviate from referenced standards.
  - 4. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
  - 5. Field changes of dimension and detail.
  - 6. Changes made by Revision Order, Directive, and other modification. Mark all areas on sheets affected by Contract Directives with a "cloud" and note with the Contract Directive number. Maintain binders with complete Contract Directives adjacent to Contract Drawings for convenient reference.
  - 7. Details not on original Contract Drawings.
- E. Record Specifications and Addenda: Legibly mark up each Section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed. Strike-through manufacturers and products that were not used on the project.
  2. Changes made by Revision Order, Directive, and other modifications.
  3. Other matters not originally specified.
- F. Shop drawings and samples: Maintain as record documents. Legibly annotate shop drawings and samples to record changes made after approval.
- G. In addition to requirements of this Article, comply with supplemental requirements of indicated mechanical, electrical, and equipment work.

### **1.03 AUDIT**

- A. Project record documents will be reviewed monthly by Owner's Representative, who will use the current completeness of the record documents in evaluating the monthly progress payment request.

### **1.04 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS:**

- A. The Record Drawings information shall be in strict accordance with the following codes and standards:
1. Reedy Creek Energy Services (RCES)
  2. Florida Department of Environmental Protection (FDEP)
  3. South Florida Water Management District (SFWMD)
  4. CFTOD Land Development Regulations

**As-Built drawings must be received and accepted by the agencies, SFWMD, CFTOD, RCES and FDEP before the corresponding system(s) will be allowed to be put into service.**

### **1.05 RECORD OR "AS-BUILT" SURVEYS**

- A. The Contractor shall retain the services of a registered Professional Surveyor, who is licensed in the State of Florida and approved by the Owner, to provide professional surveying and mapping services to maintain survey control, layout and stake the Work and perform the As-Built Survey during construction. Prior to any services being performed, the Contractor shall submit the name and address of any proposed registered professional and a written acknowledgement from the Professional Surveyor stating that he/she has the hardware, software and adequate scope of services in his/her contractual agreement with the Contractor to fully comply with the requirements of this specification. It is recommended that the Surveyor and Mapper attend the Preconstruction meeting. The Florida Licensed Professional Engineer shall be qualified in the discipline required for the specific services required for the Project. The Contractor shall require the Professional Surveyor to locate all improvements for the Project As-Built Survey using the grid coordinate system and the vertical datum referenced on the Drawings. The As-Built Survey shall clearly show the designed and constructed locations and elevations information for ease of comparison
1. The surveyor shall provide on-site survey while construction is in progress and at such other times as required to fulfill his professional obligations and as listed below.
    - a. All existing structures, utilities, and features revealed during the course of construction shall be accurately located and dimensioned. Movement of such utilities or structures required by project installation shall be recorded as "As-Built". This requirement shall apply whether the existing structure, utility or

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feature was shown on the original contract drawings or not.

- B. Compliance of work shall be in accord with Minimum Technical Standards of Florida Administrative Code Chapter 61G17-6, and in particular "61G17-6.005" Construction Layout, Record or As-built, Quantity and Right of Way Surveys."
- C. Survey documents shall comply with the Minimum Technical Standards of Chapter 5J-17 of the Florida Administrative Code (FAC) and Table 01050-1 Minimum Survey Accuracies, whichever are more stringent. All coordinates shall be geographically registered in the Florida State Plane Coordinate System using the contract Drawings control points for horizontal and vertical controls.
- D. For RCES as-built requirements, please refer to Section 01721.
- E. More specifically, the "As-Built" survey shall include but not be limited to the following:
  - 1. DELIVERABLES:
    - a. TWO (2) USB/flash drive electronic copies digitally signed and sealed.
    - b. \*\*The documentation shall be labeled to include the following:
    - c. Engineering and/or Survey Company Name with "prepared by" statement, Project Name, Central Florida Tourism Oversight District (CFTOD) Project Number (if any), Date of the data, Designate "Record Drawing", "Preliminary Record Drawing" or "Other" (with description of "Other").
    - d. ONE (1) each - 11" x 17" printed copy, signed and sealed.
    - e. Everything in the ground shall be "as-built" and submitted to CFTOD in a signed and sealed, scanned PDF format.
    - f. Auto-CAD Files (version 14 or higher) must be submitted in DWG format, minimally.
    - g. Each file should be for one layer included below. Multiple sections will not be accepted in one file.
    - h. Provide outline of layers on the Auto-CAD file.
    - i. Auto-CAD files shall be saved by using the E-TRANSMIT command.
    - j. Tie into section corners in the Florida State Plane Coordinate System East to insure proper orientation at each end of baseline. Section corner tie sheets can be obtained from the Orange County Surveyor's web page.
  - 2. DATUM:
    - a. As used in the design and shown on the Record Drawing; Horizontal datum shall be referenced to the Disney Grid System or North American Datum of 1983, on the 1990 adjustment for Florida Transverse Mercator - East Zone. The same datum used in the design and shall be shown as the datum used in the Record Drawing; Vertical datum shall be referenced to the National Geodetic Vertical Datum of 1929, NGVD29 Disney Datum or to the North American Vertical Datum of 1988. THIS SHALL BE CLEARLY NOTED ON THE PLANS.
    - b. Where there is no baseline, the baseline for water main should be the sanitary sewer, if there is no sanitary sewer then the storm sewer, if no storm sewer the property/ROW line, baseline for sanitary sewer should be the sanitary sewer, baseline for storm sewer should be the storm sewer.
    - c. All record data shall be digitally positioned on the design drawings prepared by the engineer of record. Said design drawings shall be complete and include both plan and profile views of the infrastructure.
    - d. In all cases, State Plane Coordinates shall be used in the electronic datum, station, off-set and elevations shall be shown on the plan.
  - 3. GENERAL: (FOR ALL LAYERS)
    - a. All references to "proposed" and "plan" are to be removed from the Record

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- Drawing.
- b. All lines, structures, and other items that are relocated will be removed and shown in the proper location (hand written notes and "x"ing out will not be allowed).
  - c. All record drawings will be signed and sealed by a Registered Land Surveyor or a Professional Engineer licensed to practice in the State of Florida. If certified by a Surveyor, a Professional Engineer will sign off stating that the record drawings were checked by the Engineer of Record, verifying that they inspected the work.
  - d. Clearly mark existing infrastructure which is to remain.
  - e. Clearly mark existing infrastructure which has been abandoned, and how it was abandoned (capped, filled with flowable fill, etc.).
  - f. All Detail sheets shall be included with each record drawing set.
  - g. Supply all surveys of the project and or property.
  - h. As-built drawings shall be drawn at a scale of no smaller than 1" = 100'. Areas requiring additional detail may be enlarged as necessary. Right-of-way, easements and lot lines shall be accurately shown. Lot and block numbers and street names shall be included.
4. STORMWATER PIPE CROSSINGS AND SEPARATIONS FROM ALL OTHER UTILITIES: (PART OF EACH APPLICABLE LAYER)
- a. Pipe types, sizes and material.
  - b. Crossings; Top and bottom elevations of pipes crossing each other and the distance between the outside of the two lines.
  - c. Separation; Distance between the outside of the two lines.
5. STORMWATER CONFLICT STRUCTURES: (PART OF EACH APPLICABLE LAYER)
- a. Top and bottom of casing.
  - b. Length, material and size of the casing.
  - c. All info asked for in storm or sanitary manhole descriptions with the addition of top of all pipes.
6. CASINGS AND CONDUITS: (PART OF EACH APPLICABLE LAYER)
- a. Size, material, depth and thickness.
  - b. Length and station and offset of ends.
  - c. Top elevation of casing.
  - d. If used, station and offset for vent, including tap location, and fittings.
7. STORM SEWERS AND UNDERDRAIN: (TO BE LOCATED ON A SEPARATE LAYER)
- a. Manhole and catch basin rim elevation, outfalls and top of headwall invert elevations and direction, weir and skimmer elevations, bottom of manholes and catch basins (sumps).
  - b. Length of run between storm structures, type of and size of pipe material with calculated percentage of slope for the run of pipe.
  - c. Location of service connections (without manholes) together with the invert elevation, pipe diameter and material.
  - d. Dry retention, wet retention, dry detention, and wet detention area as-builts to comply with the SFWMD permit requirements.
  - e. Exfiltration trenches, Station at beginning and end of system, width, depth.
  - f. Top of and toe of slope on berm elevation designed to stop flooding.
  - g. Underdrain, Station at beginning and end of the system, type of and size of pipe with clean-out locations.
8. ROADWAY AND BRIDGES: (TO BE LOCATED ON A SEPARATE LAYER)
- a. Center line, edge of pavement, and curb flow line elevations shall be taken at a minimum of 100' intervals and at all grade breaks or as directed by the Engineer of Record or to match the proposed elevations on the construction plans.
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- b. Sidewalks, driveways locations and elevations as directed by the Engineer of Record (EOR) or to match the proposed elevations on the construction plans.
  - c. Bridge slabs and surface elevations shall be taken at a minimum of 100 foot intervals and at the beginning, center, end of the bridge, including every grade break point and gutter line or as directed by the Engineer of Record or to match the proposed elevations on the construction plans.
  - d. Bottom of bridge girders.
  - e. The contractor shall provide all data requested by the EOR, in enough time in advance of the anticipated in-service date, to allow the EOR to assess whether the As-Bid load rating has changed.
  - f. At a minimum the Contractor shall provide materials testing results, bridge member dimensions, differences from predicted prestressed beam cambers and build-up dimensions, concrete test results, and any other strength related data.
  - g. The Contractor shall provide pile driving records, drilled shaft records, geotechnical reports and any other related documents.
9. STREET LIGHTS AND TRAFFIC SIGNALIZATION: (TO BE LOCATED ON A SEPARATE LAYER)
- a. Manufacturer, model, and height of poles shall be shown on the record drawings.
  - b. Manufacturer, model, and wattage and voltage of lights shall be shown on the record drawings.
  - c. Pull boxes, control boxes, cabinets, pedestrian signals and meters require station and offset.
  - d. Length of conduit runs between boxes and poles, type of, and size of pipe material. Shown as, laid in the ground not as a wiring schematic, with amount, by color, type of, and size of wiring material.
  - e. Service connection, type (CFTOD or Duke Energy owned) station and offset.
10. IRRIGATION: (TO BE LOCATED ON A SEPARATE LAYER)
- a. Backflow preventer, control stand location, control valve, zone, station and offset.
  - b. Main line piping size, material, lengths, depth.
  - c. Heads, Type (1/4, half, 3/4, full circle).
11. LANDSCAPING: (TO BE LOCATED ON A SEPARATE LAYER)
- a. Tree type, caliper, and height.
  - b. Tree grate, size, and model.
  - c. Station, elevation, length, width, and depth of Structural Soil used.
  - d. Top of and toe of slope on berm elevation for landscaping.
12. PRIVATE CONSTRUCTION IMPACTS TO RIGHT-OF-WAY: (TO BE LOCATED ON A SEPARATE LAYER)
- a. Private utility or revocable easements in the CFTOD ROW's or on CFTOD property must be shown on the plan. Any improvements within the easement need to be shown and called out as private. The recording information should be on the as-built.
  - b. Privately owned lighting, irrigation and landscaping in the CFTOD right-of-way needs to be called out as private and identified.
  - c. All aerial and underground footer easements (in ROW).
  - d. Communication lines and duct banks encountered.
13. FLOWABLE FILL: (PART OF EACH APPLICABLE LAYER) Limits of flowable fill shall be noted on the as-built. (Location, Length, Width, & Depth)

#### **1.06 DIRECTIONAL DRILL “AS-BUILT” SURVEYS**

- A. The directional drill as-built shall be data sufficient to accurately integrate the information into the project as-built, determine the actual utility construction location in relation to the utility design



location, and permit an accurate field location and site marking, as required by Sunshine One Call of Florida, of the mapped directional drill. Bore log shall be incorporated into the final record drawing set.

B. Horizontal Directional Drill Contractor Responsibilities:

1. The directional drill contractor will be responsible for providing the electronic tracement of the installed facility.
2. The electronic tracement for submittal purposes will be performed on the final reaming or pulling of the drill.
3. The linear distance between collected tracement data points will not be greater than 15 feet or individual lengths of bore casing; whichever is the lesser distance.
4. Field location of data collection points used by the contractor will either be coordinated with the surveyor for simultaneous field location or marked in the field in a manner that the surveyor can collect the corresponding horizontal location and finished ground elevation for mapping purposes.
5. The submitted data will include depths/distance from finished ground to the final installed facility/utility.

C. Florida Surveyor Responsibilities:

1. All submitted directional drill as-built surveys will be performed by a Florida licensed surveyor.
2. The submitted As-Built Map will be in accordance to Florida Statutes, Chapter 61G17-6 (Minimum Technical Standards.)
3. Every directional drill will be identified by a unique name or number and that referenced identifier will be on the corresponding map, profile and report.
4. All horizontal and vertical survey control will be referenced to a recognized datum.
5. The beginning and ending as-built stations will have referenced measurements and ties to the survey control.

D. The As-Built Report and/or Map will contain:

1. A measurement and integrated data statement; providing clear information of the data sources, assignment of responsibility and collection procedures on mapped features.
2. A horizontal position accuracy statement; stating "The well identified features have been measured to an estimated horizontal positional accuracy of \_\_\_\_."
3. A vertical position accuracy statement; stating the vertical control loop closure and stating "The well identified features have been measured to an estimated vertical positional accuracy of \_\_\_\_."
4. The directional drill map or report if a report is required, will be signed and sealed by the Registered Florida Surveyor.

## 1.07 SUBMITTAL

- A. At the end of each week's work, make available As-Built information for Owner and/or Representative's review, and provide an electronic file containing up-to-date As-Built information for all concealed work indicated on the Drawings.
- B. The Contractor shall submit a copy of the current monthly updated As-Built Survey ("Progressive As-Built Survey") signed and sealed and also submit identically matching electronic files in PDF format and the same CAD file format as the original design. The Progressive As-Built Survey shall be submitted to the Owner with each Application for Payment and indicate the horizontal and

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vertical locations of all constructed improvements to date with sufficient information and notes to easily determine if the improvements were constructed in conformance with the Contract Documents. The Progressive As-Built Survey submittals shall include a cover sheet and include the surveyor's statement regarding the constructed improvements being within the specified tolerances or if not indicating the variances.

The Contractor's submission of a Progressive As-Built Survey or Final As-Built Survey, as applicable, acceptable to the Owner, with its Application for Payment, is a condition precedent for payment. If unidentified utilities (not shown on the Drawings) are encountered during the installation of the Work, their horizontal and vertical location shall be included in the As-Built Survey. Provide the name and type of utility, the size and material type of pipe, conduit or structure and if known, the status (active or inactive) of the utility.

The Contractor shall submit documentation to verify the accuracy of field surveying work at the request of the Owner. Cost of said survey for each project shall be included in the Contract Sum.

- C. Contractor's failure to maintain Record Contract Drawings, As-Built Drawings, Record Specifications, As- Built Survey documentation or other record documentation, and make same available for Owner's Representative's review (minimum of weekly) shall be deemed cause to withhold payment of amounts otherwise due until such failure is remedied.

<b>END OF SECTION 01720</b>
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**SECTION 01730  
EXECUTION**

**PART 1 – GENERAL**

**1.01 PRODUCT PREPARATION**

- A. Install equipment and materials complete as specified, as required for operation and continuous service and as recommended by the manufacturer at the locations shown on the Contract Drawings.
- B. All equipment and hardware shall be inspected for visual defects and missing parts prior to installation.
- C. Missing pieces shall be replaced and all damage corrected prior to the installation by the Contractor.
- D. Install materials at times as required to meet the specified construction schedule and as necessary for movement of equipment into place without delaying the erection of structures and other equipment.
- E. Equipment shall be thoroughly cleaned of all shipping material, dust and dirt prior to installation.

**1.02 EXISTING WORK**

- A. Operations affecting existing work shall be conducted with care not to damage work in place.
- B. For the damage of existing work, refer to the Central Florida Tourism Oversight District General Conditions of the Contract for Construction.
- C. The disassembling, disconnecting, cutting, removal or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to all portions of existing work, whether they are to remain in place, be reused in the new work or be salvaged and stored.
- D. Where existing work is changed or removed, or where new work adjoins, connects to or abuts existing work, the existing work shall be altered as necessary and connected in a substantial and workmanlike manner.
- E. Existing work that is permitted to be abandoned by the Owner shall be abandoned in place or shall be removed as necessary so as not to interfere with the new work.
- F. All new work shall match, as nearly as practicable the existing adjoining and/or adjacent similar work.

<b>END OF SECTION 01730</b>
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**SECTION 01750  
STARTING AND ADJUSTING**

**PART 1 – GENERAL**

**1.01 CONTRACTOR'S DUTIES**

- A. The Contractor shall provide all labor to prepare for the startup and initial operation of all electrical equipment as required to meet the Owner's/Owner's Representative's startup schedule.
- B. The contractor shall comply with the Owner's/Owner's Representative's switching and tagging procedures for all equipment prior to and during operation.
- C. Submit all test reports to the Owner's/Owner's Representative prior to the re-energization of all electrical systems.

**1.02 OWNER'S REPRESENTATIVE'S DUTIES**

- A. The Owner's Representative will provide all operating personnel.

<b>END OF SECTION 01750</b>
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**SECTION 09870**  
**PROTECTIVE COATINGS FOR CARBON STEEL LIGHT POLES AND MAST ARMS**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. The intent of this section is to provide a durable, long-lasting coating system to withstand severe climatic conditions without the use of galvanizing.
- B. This section covers coatings of carbon steel traffic signal poles, traffic signal pole mast arms, and roadway light poles.
- C. Both exterior and interior coatings are included, as is their application following surface preparation.
- D. Contractor quality assurance and third-party inspection is also included.

**PART 2 – PRODUCTS**

**2.01 INTERNAL COATING**

- A. The internal coating shall be the rust inhibiting Carboline Carbomastic 15 or 90 Surface Tolerant Epoxy or equivalent.

**2.02 EXTERNAL COATING**

- A. The external coating shall be a three-coat system as described below.
  - 1. The primer coat shall be the solvent-based inorganic zinc primer Carboline Carbozinc 11 or equivalent.
  - 2. The intermediate coat shall be the cycloaliphatic amine epoxy Carboline Carboguard 893 or equivalent.
  - 3. The finish coat shall be the aliphatic acrylic polyurethane Carboline Carbothane 134 HG or equivalent.

**PART 3 – APPLICATION**

**3.01 INTERNAL COATING**

- A. Apply the internal coating per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.
- B. Dry film thickness of the internal coating shall be 4 to 6 mils.

**3.02 EXTERNAL PRIMER COAT**

- A. Apply the external primer coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.
- B. Prior to application, prepare the exterior surface in accordance with SSPC-SP10 / NACE No 2 near white metal.

- C. Dry film thickness of the external primer coat shall be 2 to 3 mils.

### **3.03 EXTERNAL INTERMEDIATE COAT**

- A. Apply the external intermediate coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.
- B. During application, the relative humidity shall not exceed 90%.
- C. Dry film thickness of the external intermediate coat shall be 3 to 4 mils.

### **3.04 EXTERNAL FINISH COAT**

- A. Apply the external finish coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.
- B. Prior to application, lightly sand or abrade the previous application to roughen and degloss the intermediate coat.
- C. During application, the relative humidity shall not exceed 80%.
- D. Dry film thickness of the external primer coat shall be 2 to 2.5 mils.

## **PART 4 – QUALITY ASSURANCE**

### **4.01 APPLICATOR QUALITY CONTROL**

- A. Quality Control Plan is required for all coatings. The Contractor is required at all times to coordinate the inspection efforts of the coatings with the Owner's Representative.
- B. The coating applicator shall keep records of its quality control throughout the application process. Records shall include, but not be limited to:
  - 1. Environmental conditions during coating application.
  - 2. Surface preparation prior to coating application.
  - 3. Coating dry film thickness.
- C. The Owner shall retain a Third-party Inspector to perform shop and field inspections of the coatings. The coating applicator shall provide Owner's Inspector:
  - 1. Copies of the manufacturer's product data information.
  - 2. Access to the work before, during, and after application of each coat. Access to shipping and receiving, production, and quality control records.
  - 3. If any issues should arise in the quality control inspection, testing shall be required that may affect the pole's finish.
  - 4. The pole manufacturer must submit an engineer's analysis report.

### **4.02 OWNER'S THIRD-PARTY INSPECTOR**

- A. The Owner shall retain a Third-party Inspector to perform shop and field inspections of the coatings. At a minimum, the Inspector shall be NACE Level 3 certified or equivalent.

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- B. The Inspector shall visit each coating applicator's shop a minimum of two times during production. Shop inspections shall include, but not be limited to:
1. Verification of materials.
  2. Verification of quality records.
  3. Witnessing of surface preparation and coating applications, including verification the coating applicator complies with the manufacturer's product data information.
  4. Measurement of coating dry film thickness.
- C. The Inspector shall also inspect the coatings of signal poles, signal pole mast arms, and light poles as installed/erected in the field. Any damage caused by shipping, handling, and/or erection shall be fixed by reapplication of the coating system in the field, including any required surface treatment. The reapplication of the coating system in the field shall be re-inspected by the Inspector. Re-inspection costs shall be borne by the Contractor.

<b>END OF SECTION 09870</b>
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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.3

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Board Meeting Date: 04/25/2025

Subject: CEI Support - Buena Vista Drive (BVD) & World Drive Northbound Milling and Resurfacing – #C006724 Task Work Order #1

Presented By: Craig Sandt, Principal Construction Manager

Department: Public Works

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**STAFF RECOMMENDATION (Motion Ready):** Approve Agenda Item #7.3 Task Work Order #1 for construction, engineering, inspection and materials testing support services for the Buena Vista Drive and World Drive Northbound Milling and Resurfacing Project with Civil/Site Engineering, Inc., and the authorization of the District Administrator to issue the task work order in the amount of \$454,568, plus 10% contingency for a total amount of \$500,025

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**RELEVANT STRATEGIC GOALS:** Quality of Place

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**PROOF OF PUBLICATION:** Original bid for the continuing contract released to the public on September 17, 2024.

**BACKGROUND:** The Construction, Engineering, and Inspection/ Construction Material Testing (CMT) support services for Buena Vista Drive (BVD) & World Drive Northbound Milling and Resurfacing encompasses critical roadway improvements and safety upgrades, including the following:

- Maintenance of Traffic (MOT) measures and lane closures
- Erosion and sedimentation control
- Milling and resurfacing designated pavement areas
- Installation of updated signage and pavement markings

Scope of Work:

The project includes the following locations:

- Milling & Resurfacing:
  - Buena Vista Drive – From Riveria Resort to Victory Way
  - World Drive Northbound – From Buena Vista Drive to EPCOT Center Drive (Including on and off ramps)

The proposed upgrades aim to enhance roadway safety, comply with current standards, and ensure the longevity of the infrastructure.

**FINDINGS AND CONCLUSIONS:** On September 17, 2024, the Construction, Engineering, and Inspection/ Construction Material Testing (CMT) Continuing Services Agreement bid was released to the public, resulting in the award of #C006724 to Civil/Site Engineering, Inc.

The Public Works Department is requesting approval of Task Work Order #1 under Contract #C006724: for Construction, Engineering, and Inspection/ Construction Material Testing (CMT) support services for the Buena Vista Drive & World Drive Northbound Milling and Resurfacing project with Civil/Site Engineering, Inc. in the amount of \$454,568, plus 10% contingency for a total amount of \$500,025.

**FISCAL IMPACT:** This request is within the total approved \$8,300,000 project budget for the Buena Vista Drive & World Drive Northbound Milling and Resurfacing Project Funding for this request is



derived from the CFTOD 2024A Transportation Projects Ad Valorem Bond.

**PROCUREMENT REVIEW:** Contract #C006724 for CEI Services was previously approved by the board at the December 18, 2024, meeting.

**LEGAL REVIEW:** This agenda item has been reviewed by the District's General Counsel.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

Contract #C006724

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## TASK WORK ORDER



CONTRACT# C006724

WORK ORDER NUMBER # 01

EFFECTIVE DATE: 04/25/2025

Contracting Officer  
Approval/Initials

**Project Title:**

CEI/CMT Services for the C006775 - BVD & World Drive Northbound Milling & Resurfacing

To: Civil/Site Engineering, Inc.  
1645 N. Maitland Ave.  
Maitland, FL 32751

Attn: Mr. Virgil Rook, P.E.

FUNDING SOURCE: Public Works Operating Projects

EXPENDITURE  
ACCOUNT NUMBER(s): WD&BVDMR-24A

In accordance with your executed CFTOD Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed \$ 454,568.20.

Requested By: Forth, Alex Digitally signed by Forth, Alex  
Date: 2025.03.28 15:24:24 -04'00' Date: 03/28/2025  
Owner's Representative

Approved By: Sandt, Craig Digitally signed by Sandt, Craig  
Date: 2025.03.31 16:07:58 -04'00' Date: 03/31/2025  
Department Director or Designee

**Submit completed form to Contracting Officer**

**ESTIMATE OF WORK EFFORT AND COST - PRIME (Fully Loaded Rates)**

Name of Project:	CE/CMT Services for the C006775 - BYD & WD Northbound Milling & Resurfacing
Entity:	Central Florida Tourism Oversight District
FPN:	
Task Work Order No.:	01

Consultant Name: Civil/Site Engineering, Inc.  
Contract No.: C006724  
Date: 4/9/2025  
Estimator: Bobby Mills

Staff Classification		Sr. Project Engineer (limited)	Project Administrator	Sr. Roadway Inspector (Asphalt)	Roadway Inspector (Asphalt)	Asphalt Plant Inspector	Technical Secretary	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		By Activity	Cost By Activity	Rate Per Task												
Tasks/Phases		\$275.12	\$470.58	\$105.11	\$105.41	\$103.36	\$93.82	\$30.00	\$30.13	\$32.00	\$40.00	\$0.00	\$25.00			
April 2025		4	24	10	10	10	0	0	0	0	0	0	0	58	\$8,133	\$140.23
May 2025		4	56	200	200	160	0	0	0	0	0	0	0	620	\$65,278	\$105.29
June 2025		4	56	200	200	160	0	0	0	0	0	0	0	620	\$65,278	\$105.29
July 2025		4	56	200	200	160	0	0	0	0	0	0	0	620	\$65,278	\$105.29
August 2025		4	56	200	200	160	0	0	0	0	0	0	0	620	\$65,278	\$105.29
September 2025		4	56	200	200	160	0	0	0	0	0	0	0	620	\$65,278	\$105.29
October 2025		4	56	200	200	160	0	0	0	0	0	0	0	620	\$65,278	\$105.29
November 2025		4	24	80	80	64	0	0	0	0	0	0	0	252	\$27,046	\$107.32
December 2025		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
January 2026		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
February 2026		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours		32	384	1,290	1,290	1,034	0	0	0	0	0	0	0	4,030		
Total Staff Cost		\$8,823.04	\$65,483.52	\$135,591.90	\$110,178.90	\$106,770.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$426,846.20	\$105.92

Notes:

\* The CEI requested limiting amount of \$454,568.20 was established based on the proposed 129 paving shifts and the accumulated length of Services for the Project is estimated to be 280 calendar days.

\* Senior Project Engineer - Provide technical assistance as needed, monitor quality control results, review & approve materials to be incorporated into the project, and certify the Final Quality Assurance Certification. (Part-time estimated 4 hours per month)

Project Administrator - Prepare contract p-submittals, attend weekly MOT & Progress Meetings, review daily work reports, review both Contractor's Quality Control Roadway Reports and CEI verification reports, compile Asphalt Lot Packages, visit project site to review quality of work, and provide assistance to CFTOD when required in establishing costs for Directive Work. Manage CEI field staff and approve monthly construction invoices. (Part-time estimated 56 hours per month)

• Sr. Roadway Inspector - Roadway Inspectors: Hours based on 129 paving shifts, CEI staff meet with contractor staff each evening prior to paving train mobilizing onto the road. CEI will discuss MOT and Safety Issues, CEI remains onsite after paving operation is concluded and ALL paving equipment is safely returned to the designated laydown yard. Contractor's QC and CEI VT technicians compare paving reports at the end of each shift. (Full-time on site during Paving Construction Operations)

\* Asphalt Plant Inspector - Hours based on 129 paving shifts. CEI plant inspector will inspect the asphalt production process and randomly runs process control tests while the contractor is producing the asphalt mix to ensure the asphalt meets CFTOD's Asphalt Specifications. (Full-time at Asphalt Plant during Paving Construction Operations)

SALARY RELATED COSTS:						\$426,848.20
SUBTOTAL ESTIMATED FEE:						\$426,848.20
Survey (Field)		0	4-person crew	\$	/ day	\$0.00
Geotechnical Field and Lab Testing						\$27,720.00
SUBTOTAL ESTIMATED FEE:						\$454,568.20
Optional Services						\$0.00
GRAND TOTAL ESTIMATED FEE:						\$454,568.20

# BVD & World Drive Northbound Milling & Resurfacing Roadway Construction Engineering Inspection Services

**Table 2.0**

**SUMMARY OF TESTS**

**Consultant Name: CIVIL/SITE ENGINEERING, INC.**

Earthwork, stabilizer, and base Density Testings (if applicable) are to be included in the subtotal calculated in Attachment "A" under Earthwork Inspector. Concrete Plastic Properties Testing (if applicable) to be included in Attachment "A" under ACI Concrete Inspector.

Item No.	Job Description	Unit	Tests	Regular Rates	Total Cost
<b>EARTHWORK</b>					
T-1	Excavation and Embankment: Standard Proctor Maximum Density	Per Test	N/A	N/A	N/A
T-2	Excavation and Embankment: Soil Classification	Per Test	N/A	N/A	N/A
T-3	Stabilizer: Modified Proctor Maximum Density	Per Test	N/A	N/A	N/A
T-4	Stabilizer: Gradation, LL/PI & Soil Classification (Local Materials)	Per Test	N/A	N/A	N/A
T-5	Stabilizer: LBRs	Per Test	N/A	N/A	N/A
<b>CONCRETE</b>					
T-6	Portland Cement Concrete: Concrete Cylinder Compression Test (5 sets of 4 cylinders)	Per Test	N/A		\$ -
<b>ASPHALT</b>					
T-7	Asphalt Lab Sampling (Gradation, AC Content, Volumetrics)	Per subplot	129	\$ 210.00	\$ 27,090.00
T-8	Asphalt Lab Sampling - PG Binder Grading	Per PGAB	3	\$ 210.00	\$ 630.00
<b>TOTAL</b>					\$ 27,720.00

## **PROJECT SCOPE OF SERVICES**

### **PROJECT SCOPE:**

Consultant shall provide Construction Engineering Inspection Services for the Construction Project discussed below. The Project area is depicted in (2) two drawing sets titled BVD M&R from Bridges near Epcot Resorts Blvd to West of Riviera Resort, prepared by KCA Corporation, and World Drive Northbound from Osceola Parkway to Epcot Center Drive, prepared by KCA Corporation.

### **CONSTRUCTION PROJECT:**

#### **BVD & World Drive Northbound Milling & Resurfacing**

Description: The BVD & World Drive Northbound Milling & Resurfacing Project includes, but is not limited to: Maintenance of Traffic/ Lane Closures, Erosion and Sedimentation Control, Milling and Resurfacing and Signage and Pavement Markings.:

The World Drive Northbound portion of the milling & resurfacing, including on and off ramps at overpasses with BVD and ECD, consists of milling depths ranging from 4.75" to 2.5" and shall utilize the following asphalt courses: SP Structural (Traffic E) (PG82-22), Friction Course FC-5 (PG 82-22) and Friction Course FC-12.5 (Traffic E) (PG82-22). The Buena Vista Drive portion of the milling and resurfacing, from the approach slabs of bridges 756020 & 756021 to the new pavement joint between the Riviera Resort entrance and Victory Way, consists of a milling depth of 4.5" and shall utilize the following asphalt courses: SP Structural (Traffic E) (PG82-22) and Friction Course FC-12.5 (Traffic E) (PG 82-22).

Schedule: April 25, 2025 thru Project Completion (approximately December 21, 2025).

Estimated Cost of Construction: \$7M

### **SCOPE OF SERVICES:**

The scope of services for this package includes but is not limited to: (i) maintenance of traffic inspection, coordination and plan review (ii) erosion control inspection (ii) permanent pavement inspection coordination (iii) offsite asphalt plant inspection. The Services will begin on or about April 25, 2025 and will extend approximately forty (40) days after final completion of construction. The accumulated length of Services for the Project is estimated to be 280 days. Consultant shall undertake the Services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. Consultant shall provide direct communication lines with the Owner's Program Manager, to facilitate and expedite Project activities.



Consultant shall perform the following Services for the Project.

1. Construction Engineering Inspection, Materials, and Laboratory Services

1.1. Pre-construction Conference

Consultant shall attend a Pre-construction Conference with the successful bidder, (herein referred to as "Contractor"), of the contract for construction of the BVD & World Drive Northbound Milling & Resurfacing project, (herein referred to as "construction contract"). The meeting will be attended by Contractor, Owner, the Owner's Representative, the Engineer of Record, and others if desired by the Owner. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified by the Owner's Representative including insurance, permits, testing, inspection, etc.

1.2. Project Coordination and Administration

Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

- 1.2.1. Coordination with Owner. Consultant shall be fully responsible for carrying out all functions assigned by this Scope of Services for the Project. All communications with Owner will be directed to Owner's Representative, and all activities and decisions of the Consultant, related to the Project, shall be subject to review and approval by Owner. Consultant shall provide coordination of all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to Owner.

During the life of the Project, Owner may conduct reviews of the various phases of Consultant's operations. If, in the opinion of the Owner, deficiencies are found in the performance of the Services as a result of these reviews, remedial action shall be immediately implemented by Consultant. In general, remedial action shall be commensurate with the degree and nature of the deficiencies cited. Remedial actions may include, but are not necessarily limited to, the following actions:

- Further subdivide inspection responsibilities, reassign inspection personnel and/or assign additional inspection personnel.
- When directed by Owner, remove and replace any person whose performance has been determined to be unsatisfactory by Owner.
- Increase the frequency of materials sampling and testing in the appropriate phase of work where Quality Assurance is the responsibility of Consultant.
- Increase the scope and frequency of training of personnel assigned to the Project by Consultant.

- 1.2.2. Coordination with Owner's Representative. The Consultant shall coordinate all efforts related to the scope of services with the Owner's Representative.

- 1.2.3. Consultant shall maintain staffing as listed in the proposal for the full life of the project. Any deviations in staffing, from that which was proposed in the Letter of Interest, shall

be presented to the Owner for approval prior to implementation.

1.3. Construction Materials Testing and Inspection

- 1.3.1. Personnel Certifications – Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services. Consultant personnel that do not have CTQP certifications, for the work elements on this project for which they are inspecting, shall not be proposed or assigned to the project at any time. Consultant shall provide to the Owner and update quarterly, a listing of personnel assigned to the project indicating their respective CTQP and other current applicable certifications.
- 1.3.2. Consultant shall maintain sufficient equipment, laboratory and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications. The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including vehicle costs), overhead, and operating margins. The Consultant shall transport all materials from the project site that require laboratory testing on the Materials Testing Consultants laboratory.
- 1.3.3. Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:
  - 1.3.3.1. Contract Documents for the Project, consisting of the Drawings and Specifications, and any Special Provisions applicable to the work; FDOT Standard Specifications for Road and Bridge Construction (Specifications), current edition, and supplements thereto; FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts, and certifications.
  - 1.3.3.2. FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition.
  - 1.3.3.3. FDOT Construction Project Administration Manual (CPAM), current edition and as amended.
  - 1.3.3.4. American Association of State Highway and Transportation Officials (AASHTO) “Standard Specifications for Transportation Materials and Methods of Sampling and Testing”, current edition.
  - 1.3.3.5. AASHTO ‘Manual for Assessing Safety Hardware’ (MASH) which is an update to and supersedes the NCHRP 350. It is the latest uniform set of guidelines for crash-testing permanent and temporary safety highway devices, such as guardrail, crash cushions, and end treatments.
  - 1.3.3.6. FDOT Structures Design guidelines, current edition.

- 1.3.3.7. American Welding Society (AWS) Structural Welding Codes.
- 1.3.3.8. Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All cost of compliance will be considered incidental to other items of labor furnished.
- 1.3.4. Consultant shall perform at a minimum, sampling and testing at frequencies established in the FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.
  - 1.3.4.1. Refer to Attachment "A" – Summary of Tests for a listing of expected testing and frequency compiled by the Owner. The Consultant shall add any testing services it believes is relevant to carry out the required testing in the references listed above.
- 1.3.5. Testing of On-Site Construction Materials – Materials Testing Consultant and Laboratory shall coordinate any testing required on-site by direction of the Owner's Representative. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents. Consultant will document costs for re-tests for defective or deficient work for purposes of back charging Contractor. Consultant shall coordinate with Owner regarding payment for retesting required due to defective work or materials. Testing and documentation of construction materials will include, but not be limited to, the following:
  - 1.3.5.1. Earthwork - The Consultant shall sample and test all embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet pipe utilities, and with the construction of the roadways in accordance with the FDOT Material Sampling, Testing, and Reporting Guide. The Consultant shall perform all on-site density tests necessary during the course of the work. The Consultant shall provide all manpower, equipment and materials to perform the inspection and testing of earthwork according to applicable specifications. The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to, engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including vehicle costs), overhead and operating margins.
  - 1.3.5.2. Roadbed Materials – The Consultant shall conduct sampling and shall perform laboratory testing of all sub-grade or stabilized sub-base, and base materials delivered at the job site. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of roadbed materials according to applicable specifications. The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to, engineering reviews, clerical costs including report preparation and distribution,



expendable materials and supplies, equipment (including vehicle costs), overhead, and operating margins.

1.3.5.3. Bituminous material testing/asphalt inspection and testing (roadway and plant) for permanent placement, is required to be performed by the CEI. The CEI shall be responsible for coordinating and managing all pavement testing/inspection services including all base and temporary asphalt inspection and testing.

1.3.5.4. The Consultant shall generate a computer plotted density log book recording the proctors and densities of the earthwork and roadbed materials. Each Lot shall have an independently numbered page in the log book. The log book shall consider separate lots for each lift of backfill over all storm structures, storm pipe, wet utilities (including sanitary pipe, structures, irrigation main, potable water main, and reclaim water main), dry utilities (including electrical and street lights), roadway embankment, stabilized subgrade, and base material. The Consultant shall update the on-site log books daily. The Consultant shall provide the Owner with five signed and sealed copies of the log book upon the completion of the Work.

1.3.5.5. Concrete – The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with FDOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications. The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to, engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including vehicle costs), overhead, and operating margins.

a) The Consultant shall perform concrete plastic properties tests and compressive cylinders for all bus lanes, curbs, sidewalks, and ramps at a rate of one per 50yd<sup>3</sup> or each day's production.

1.3.5.6. Temporary Traffic Control (TTC) – The Consultant shall provide an FDOT Advanced or Intermediate TTC certified individual onsite during all traffic control operations. The Consultant shall verify the initial setup and removal of all TTC devices are in accordance of the approved TTC Plan. It is the Consultant's responsibility to periodically inspect conformity of the approved TTC plan throughout the duration of work each shift.

1.3.6. Off-site Testing and Inspection – Materials Testing Consultant shall perform services necessary to inspect off-site fabrication yards, which include but are not limited to, pre-cast piles and beams, pre-cast storm structures, pre-cast utility man holes, concrete batch plants, asphalt plant inspections, OH sign structure fabrication facilities or production

plants, and light poles, away from the job site during the course of the fabrication or production. These tasks shall be coordinated through the Owner's Representative. Off-site testing and inspection include, but are not limited to, asphalt plant inspections. Consultant shall provide all transportation, manpower, equipment, and materials to perform the appropriate inspections and laboratory and/or field tests according to the applicable specifications.

The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to, engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including vehicle costs), overhead, and operating margins. This task includes, but is not limited to, the following:

- 1.3.6.1. Quality Control Assurance – Consultant shall conduct a quality assurance check, including auditing of Contractor's and Fabricator's quality control procedures and records, and prepare reports summarizing findings thereof. Consultant shall perform quality assurance testing to verify Contractor's and Fabricator's testing. Consultant's quality assurance program shall be submitted to Owner's Representative for approval prior to implementation.
  - a) Testing and Inspection of Materials – Consultant shall observe, test, inspect, and document Contractor and Fabricator off-site activities. Consultant shall conduct off-site testing and inspection at a level and frequency to certify that the completed work is in accordance with FDOT requirements.
  - b) Final Inspections Prior to Shipment – Consultant shall perform final inspections and tests prior to shipment and document in a report, which will serve as an "Approval for Release and Shipment". Such report will be of content to be approved by Owner but will, at a minimum, include follow-up testing as required, date of approval, handling and loading activities, shipping dates, method of shipping, approved mill reports and certifications, and other items in accordance with FDOT requirements. All items will be stamped or tagged to show acceptance.
- 1.3.7. Engineering Assistance and Project Coordination – Materials testing and laboratory Consultant shall provide a project manager to coordinate with the Owner's Representative. The project manager or its designated representative will attend meetings, assist in the resolution of outstanding issues, document deficiencies, prepare and disseminate reports, supervise materials testing and inspection services, and conduct overall coordination efforts. Consultant will coordinate its services with Owner's Engineers of Record, Representative, representatives from FDOT and representatives or their agents related to any adjoining projects. These services will include, but not be limited to, the exchange of information on project interface points with existing and proposed roadways. Consultant shall provide all transportation, equipment, materials and qualified personnel to perform construction materials investigations, special studies and projects. The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work,

including, but not limited to, engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including vehicle costs), overhead, and operating margins. This task includes, but is not limited to, the following:

- 1.3.7.1. Meeting Attendance – The project manager or his designated representative will attend the Pre-Construction Conference, an average of one (1) Progress Meeting per week, and periodic consultation sessions with the Owner's Representative.
- 1.3.7.2. Outstanding Issues – Consultant will prepare special reports, as requested by the Owner's Representative or the Owner, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.
- 1.3.7.3. Requests for Interpretations – When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the Owner's Representative.
- 1.3.7.4. Documentation of Deficiencies – Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the Owner's Representative. Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the Owner's Representative or Owner, Consultant will photograph deficient or defective work of a significant nature, or completed work that will be buried or covered by subsequent work.
- 1.3.7.5. Prepare and Disseminate Reports – Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the Owner's Representative by the end of business the following day. All monthly reports will be delivered to the Owner's Representative within seven (7) days of the end of the month.
- 1.3.7.6. Overall Coordination – Consultant will provide engineering assistance and Project coordination at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections among all parties involved, and document significant changes to the Project due to materials-related issues.
- 1.3.7.7. Responsiveness – Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the Owner's Representative shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as

directed by the Owner's Representative to meet the demands of the Project as responsively as possible.

1.3.7.8. Construction Materials Investigations, Special Studies, & Projects – Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects. The construction materials investigations, special studies and projects shall include, but not be limited to, performing literature searches, performing specialized tests, performing project inspections, review and analyze data and the preparation and submittal of a Final Report. All work performed shall be managed and coordinated by a Professional Engineer registered in the State of Florida and may require the services of other qualified Sub-Consultant Services.

1.3.8. Project Documentation – Consultant will document on-site and off-site materials testing and inspection for the Project in accordance with CFTOD standards and FDOT project manual and specification requirements. Documents and reports are expected from Consultant during performance of services, in accordance with CFTOD standards and FDOT project manual and specification reporting requirements.

1.4. Quality Control Plan:

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the Owner's Representative. The Quality Control Plan shall detail the procedures, evaluation criteria, and instruction to the organization to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

The Plan shall include, but not be limited to, the following areas:

1.4.1. Organization

- A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

1.4.2. Quality Control Reviews

- The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

1.4.3. Proposed Quality Assurance Records

- The types of records, which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

1.4.4. Control of Sub-consultants

- The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete.

1.4.5. Quality Assurance Certification

- An officer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product. This document shall be signed and sealed by the Consultant's SPE.

1.4.6. Quality Assurance Records

- The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Owner or the Owner's Representative upon request during the term of the Agreement. All records shall be kept at the primary project office site. All records are subject to audit review.

2. Items to be furnished by Owner to Consultant

2.1. Owner will furnish digital contract documents for the Project via Box.com as follows:

- Project Drawings (per the attached C006775 Specification Section 00850 List of Drawings and Specifications)
- One copy of the Project Manual and Specifications (per the attached C006775 Specification Section 00850 List of Drawings and Specifications)
- Construction Contract ITB issued February 13, 2025.

3. Items to be furnished by the Consultant

- 3.1. The Consultant shall provide any and all items necessary to carry out the work set forth in the Agreement. This includes but is not necessarily limited to, all labor, vehicles, equipment, supplies, fees, consumables and documentation expenses.

<b>END PROJECT SCOPE AND SCOPE OF SERVICES</b>
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