



# AGENDA

May 23, 2025  
10:30 a.m.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**Board of Supervisors Meeting**  
**Agenda**  
**May 23, 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** April 25, 2025 Meeting Minutes
  - 5.2** Approve Pollution Control Board appointment of Mr. Edwin Snell for a one-year term
  - 5.3** Approve Board of Appeals reappointment of Mr. Craig Redfern for a three-year term
  - 5.4** Approve Contract #C006831 for the World Drive North Phase III – Seven Seas Drive realignment post design services to LandDesign, Inc. and authorize the District Administrator to execute the contract in the amount of \$39,865
- 6. REPORTS**
  - 6.1** Management Report
- 7. GENERAL BUSINESS**
  - 7.1** Fiscal Year 2025 Budget Amendment No.1 increasing expenditures by \$480,000 for additional costs of repairs to Drainage Structure S-405 and increasing the amount budgeted for transfer in from Drainage reserves by \$480,000
  - 7.2** Approve award of Contract #C006631 to Carr and Collier Inc. for the S-405 water control structure repairs and authorize the District Administrator to execute the contract in the amount of \$2,237,700, plus 15% contingency for a total of \$2,573,355

- 7.3** Approve award of three-year continuing service contracts to three firms and authorizing the District Administrator to execute the contracts for district-wide natural gas underground construction services for a maximum expenditure cap of \$2,700,000
- 7.4** Approve establishing the budget for the Lift Station #7 Rehabilitation & Upgrade Improvements project in the amount of \$11,100,000, authorizing the District Administrator to execute Contract #C006739 with TLC Diversified, Inc. for construction services in the amount of \$8,949,000, plus 10% contingency for a total of \$9,843,900, and approving the allowance for RCES design/support services fees not-to-exceed \$750,000
- 7.5** Approve establishing the budget for the Project S Electric Construction Service Project in the amount of \$2,950,000, authorizing the District Administrator to issue a task work order under Continuing Services Agreement #C006797 with Maddox Electric Company, LLC in the amount of \$1,184,382, plus 10% contingency for a total of \$1,302,820, and approving the allowance for RCES design/support services fees not-to-exceed \$350,000
- 7.6** Approve the Finance Department to pursue long-term financing to support infrastructure needs for the Utility Division's Capital Improvement Program in the amount of \$175,000,000
- 7.7** Approve award of three-year continuing service contracts to seven firms for district-wide general engineering consultant services and authorize the District Administrator to execute the contracts for a maximum expenditure cap of \$8,037,250
- 7.8** Approve equipment lease-purchase agreement with Motorola Solutions, Inc. to replace 125 portable radios and authorize the District Administrator to execute the contract in the amount of \$1,519,601

## **8. OTHER BUSINESS**

### **8.1 Attorney/Client Executive Closed Session**

- As requested by the District's General Counsel, pursuant to Section 286.011(8), Florida Statutes, the Board of Supervisors of the Central Florida Tourism Oversight District will conduct a Attorney/Client Executive Closed Session to discuss settlement negotiations, and strategy related to litigation expenditures, in the following case: *Tracy Schrey v. Reedy Creek Improvement District, Orange County Circuit Court Case No. 2018-CA-007365* - The persons in attendance at the Closed Session will be Board of Supervisor members, Chair- Alexis Yarbrough, Brian Aungst, Jr., John Gilbert, Bridget Ziegler and Scott Workman; District Administrator Stephanie Kopelousos; District General Counsel Roy Payne, District Outside Counsel Kevin Shaughnessy and a court reporter.

## **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 April 25, 2025*

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

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**Min-U-Script® with Word Index**

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
BOARD OF SUPERVISORS MEETING

\* \* \* \* \*

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

DATE TAKEN: April 25, 2025

TIME: 10:30 a.m. - 10:44 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 (via remotely); Brian Aungst, Jr.; Bridget Ziegler; John Gilbert; Scott Workman

SPEAKERS: Chaplain Ian Lord, Orange County Fire & Rescue; Stephanie Kopelousos, District Administrator; Craig Sandt, Principal Construction Manager

CFTOD STAFF: Stephanie Kopelousos, District Administrator; Mike Crikis, Deputy District Administrator; Roy Payne, Esquire, General Counsel; 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; 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

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

\* \* \* \* \*

MR. AUNGST: All right. Good morning. My watch is telling me it's now 10:30 a.m., so I will call the April 25th, 2025, meeting of the Central Florida Tourism Oversight District Board to -- to order.

Our Chair, Alexis Yarbrough, is attending virtually, and she's asked me to preside over today's meeting and try to keep things moving. So without further ado, it is my pleasure to welcome Chaplain Ian Lord, a firefighter at Orange County Fire and Rescue, who will provide our invocation.

Chaplain Lord, thank you for joining us today.

CHAPLAIN LORD: Thank you for having me.

MR. AUNGST: Right there at the podium works great. And just push the button on the mic, and you'll be good to go.

CHAPLAIN LORD: It's already on. Okay. Thank you for having me. Please bow your heads in a moment of silence.

Heavenly Father, we just want to thank you for being here today. Lord, we ask that you give the Tourism Oversight District the wisdom and discernment to make the right decisions, lead them

1 as they go about their daily lives in making  
2 decisions for each and every one of us here at the  
3 Oversight District.

4 And, Lord, we just pray for our first  
5 responders, that you place a hedge of protection  
6 over them, "For we know the plans that you have for  
7 you," says the Lord, "plans to give you hope and a  
8 future, to prosper you and not to harm you," from  
9 Jeremiah 29:11. And we ask this in your Holy  
10 precious name, Amen.

11 ATTENDEES: Amen.

12 MR. AUNGST: Chaplain Lord, thank you so much  
13 for your service, and thank you for being here  
14 today. Very much appreciated.

15 And now we will ask Chief Roger Smith to lead  
16 us in the Pledge of Allegiance.

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

21 MR. AUNGST: Thank you, Chief Smith. Okay.  
22 We're at the portion of our meeting for public  
23 comment on items that are not on the agenda. Do we  
24 have any comment cards?

25 MR. PAYNE: I don't think we have any cards.



1 MS. KOPELOUSOS: No.

2 MR. AUNGST: Seeing none, we will move on to  
3 our consent agenda. The only item on today's  
4 consent agenda are the March meeting minutes. Has  
5 everyone had a chance to review those?

6 Do we have a motion to approve the consent  
7 agenda?

8 MR. GILBERT: So moved.

9 MS. ZIEGLER: Second.

10 MR. AUNGST: All those in favor.

11 THE BOARD: Aye.

12 MR. AUNGST: Any opposed? Okay. That passes  
13 unanimously --

14 MADAM CHAIR YARBROUGH: Aye.

15 MR. AUNGST: -- yes.

16 MR. PAYNE: We may want to wait so Madam  
17 Chair --

18 MR. AUNGST: Yes. Sorry. My apologies, Madam  
19 Chair.

20 MADAM CHAIR YARBROUGH: I just wanted to make  
21 sure you heard me; aye.

22 MR. AUNGST: Yes, we did. Yes, we did.  
23 Unanimous.

24 So we'll move on to Agenda Item 6.1, which is  
25 the management report, from our esteemed district

1 administrator, Stephanie Kopelousos.

2 MS. KOPELOUSOS: Thank you, Chair. Just a  
3 couple items to bring up. This week has been a  
4 busy week. Where is Wendy? Wendy, thank you and  
5 your team. We -- they did an Earth Day celebration  
6 at the lab, and it was wonderful.

7 There were about 100 visitors came through,  
8 including some of us. Very educational and just  
9 went through what kind of they all have going on at  
10 the lab, including a little fishing in the pond.  
11 Catch and release, of course. Some people had  
12 better luck at that than others. And then they did  
13 a lunch out there where they raised about \$400 for  
14 Relay for Life, so ended up a very nice event.

15 Yesterday, her team also spearheaded a litter  
16 pickup, which we had -- we picked up about 20 bags,  
17 55 gallon bags of trash right behind the hotel over  
18 here on -- bordering 535 in the canal area.

19 So we had some chairs, some tires. It was  
20 quite a bit of -- of trash that they collected. I  
21 can't say, I did not participate, but the team  
22 really did do a great job, and it's nice to see  
23 that we're looking out for our community and our  
24 area, and the stuff that's not visible, right?  
25 Everything looks pretty down Hotel Plaza Boulevard;

1 flowers, everything. It's kind of those back areas  
2 that we're trying to maintain that, as well.

3 The planning and engineering team is working  
4 diligently on getting the comp plan done, so as we  
5 talked about, we'll be doing some briefings with  
6 each of you. We will go before y'all as the  
7 planning board on May 23rd, right at the -- right  
8 before the next Board meeting, and then it goes  
9 before the Board on June 26th, and then goes to  
10 the City's on July 9th.

11 So we have a timeline set, and, hopefully, we  
12 keep within that timeline. But a lot of hard work  
13 has gone into that. Katherine, appreciate your  
14 team. You and Lee spearheading this and really  
15 getting everybody engaged, so thank you.

16 Just a couple of other things. Design work is  
17 about to go out for procurement for the expansion  
18 of Western Way and the BVD interchange, so that's  
19 going to be the next big project we have coming up.  
20 And I hate to say this, I feel like I'm going to  
21 jinx this now by saying this, but we are preparing  
22 for hurricane season again. I feel like we just  
23 had this, and now we're coming again.

24 Tanya, I appreciate your efforts in making  
25 sure our whole team is getting their plans updated

1 to make sure we're prepared for whatever hopefully  
2 does not come our way. I keep thinking if we're  
3 over prepared, then it's -- nothing is going to  
4 happen.

5 And then Orange County and several of our  
6 surrounding counties have put in place -- as you  
7 know, we're dry. Pretty dry here, haven't gotten a  
8 lot of rain -- a burn ban, and so we followed suit  
9 with that. They're still allowed the small, like,  
10 charcoal grilling and that type of thing, at this  
11 point, but -- and nothing is happening with  
12 fireworks. Those are all permitted, so it's just  
13 really the unpermitted burning, especially, people  
14 in the county when they burn their trash and that  
15 type of thing, they put a stop to all that.

16 So we will continue to monitor that and make  
17 sure -- hopefully, we will get some rain. If  
18 anybody knows a rain dance or anything like that we  
19 can do, happy to -- to do, but we do need some  
20 water, and we'll continue to monitor that and make  
21 sure that if we need to get more restrictive, that  
22 we will bring that forward, as well.

23 That is all I have, Mr. Chair.

24 MR. AUNGST: Thank you, Administrator  
25 Kopelousos. Are there any questions for

1 Administrator Kopelousos?

2 MS. ZIEGLER: No, sir.

3 MR. AUNGST: All right. And thank you to all  
4 of our awesome team members. You know, we say it a  
5 lot, but magic behind the magic, this place would  
6 not be the special, special place in the world that  
7 it is without you. And all of that extra work that  
8 you do, particularly, behind the scenes that no one  
9 ever thinks about or maybe even knows is happening,  
10 it's what makes the difference here, so thank  
11 you-all very much for everything.

12 We'll move on to Agenda Item 7.1. In Item  
13 7.1, the District seeks approval to award contract  
14 No. C006571 for Epcot Center Drive sign structure  
15 replacements to Hubbard Construction Company.  
16 Approval of this item authorizes the district  
17 administrator to execute contract No. C006571 in  
18 the amount of \$2,260,070 plus a 10 percent  
19 contingency for a total of \$2,486,077.

20 Mr. Sandt, District's principal construction  
21 manger, will present on Item 7.1.

22 MR. SANDT: Good morning, Madam Chair  
23 Yarbrough, on the phone, members of the Board,  
24 District administration, I'm here to present this  
25 next item -- well, the first one.



1           This project is to replace two overhead sign  
2 structures on Epcot Center Drive. In the exhibit  
3 we have here, they're right around in the area of  
4 the Epcot parking lot, the Epcot park, replacing  
5 the sign structures on there to existing ones  
6 bringing them up to current specifications.

7           This bid went out to procurement. Procurement  
8 sent it out January 15th, and we had three bidders  
9 on the project. Hubbard Construction Company --  
10 the basis of the award was the base bid. Hubbard  
11 Construction Company was the lowest base bid. We  
12 got such a good buyout on this that we elected to  
13 perform 15 alternates within the bid, and those  
14 alternates were for sign structures throughout the  
15 property.

16           Mainly, those sign structures were World Drive  
17 eastbound, westbound Osceola Parkway, and westbound  
18 Western Way. Funding for this project comes  
19 through planning and engineering budgets, and this  
20 request also includes 10 percent contingency in the  
21 contract.

22           MR. AUNGST: Okay. Any questions for  
23 Mr. Sandt? I did notice at least one of these  
24 signs when I was at Epcot recently, and I think I  
25 asked Stephanie. She said, don't worry about it,

1 we're working on it, so it's good to see that we're  
2 getting some new replacements.

3 MS. KOPELOUSOS: Also recognize another one  
4 that is the DOT one that we have asked for some  
5 help on that.

6 MR. AUNGST: That's right. We're on the  
7 lookout. So is there a motion and a second to  
8 approve Agenda Item 7.1?

9 MS. ZIEGLER: So moved.

10 MR. AUNGST: Is there a second?

11 MR. WORKMAN: Second.

12 MR. AUNGST: Okay. All those in favor, please  
13 say aye.

14 THE BOARD: Aye.

15 MR. AUNGST: All right. That passes  
16 unanimously.

17 Now we're moving on to Agenda Item 7.2. Item  
18 7.2 seeks approval to establish an \$8,200,000  
19 budget for the Buena Vista Drive northbound milling  
20 and resurfacing project. Item 7.2 authorizes the  
21 district administrator to execute contract  
22 No. C006775 with Hubbard Construction Company in  
23 the amount of \$6,936,016 plus a 10 percent  
24 contingency for a total of \$7,629,618.

25 Once again, Mr. Sandt will be presenting on

1 Item 7.2.

2 MR. SANDT: Yes, thank you. Once again, this  
3 item is kind of twofold. First part of it is to  
4 establish the budget of \$8.2 million to use for the  
5 Buena Vista Drive and World Drive northbound  
6 milling resurfacing project.

7 This project -- go to the exhibit real quick.  
8 Buena Vista Drive, we will be repaving both lanes  
9 east and westbound where we left off of just west  
10 of the Riviera Resort, which we did last year, and  
11 we're going to follow that milling resurfacing all  
12 the way up to the next bridge to the west, which is  
13 about -- in between the Epcot Resort -- Epcot  
14 Resort Boulevard's horseshoe area, too.

15 It also includes World Drive northbound, and  
16 World Drive northbound, the limit is basically from  
17 Buena Vista Drive to Epcot Center Drive, including  
18 the on-and-off ramps on there.

19 This project went out to bid February 13th.  
20 Our procurement department sent it out. We  
21 received five bids. The lowest responsive and  
22 reasonable bidder was Hubbard Construction. This  
23 funding for this project is bond funded, and it is  
24 out of the 2024A Transportation Ad Valorem bonds.

25 MR. AUNGST: Any questions for Mr. Sandt?

1 Do I have a motion to approve Agenda Item 7.2?

2 MR. GILBERT: So moved.

3 MR. AUNGST: Is there a second?

4 MR. WORKMAN: Second.

5 MR. AUNGST: Okay. All those in favor, say  
6 aye.

7 THE BOARD: Aye.

8 MR. AUNGST: Any opposed? That carries  
9 unanimously.

10 All right. Moving on to Agenda Item 7.3.  
11 Item 7.3 seeks approval of Task Work Order No. 1  
12 for construction, engineering, inspection, and  
13 materials testing support services for the Buena  
14 Vista Drive and World Drive northbound milling and  
15 resurfacing project.

16 Item 7.3 also gives the district administrator  
17 authorization to issue the task work order to  
18 Civil/Site Engineering, Incorporated, in the amount  
19 of \$454,568 plus a 10 percent contingency for the  
20 total amount of \$500,025.

21 Mr. Sandt, you're betting a thousand.

22 MR. SANDT: Last but not least.

23 MR. AUNGST: Go for the trifecta.

24 MR. SANDT: So this project right here is for  
25 support for us. We'll manage the project in-house,

1 but this is for the construction, engineering,  
2 inspections for the asphalt work, too. We have  
3 probably a total of about 129 paving days in this  
4 project, too, so they will provide support for  
5 offsite plan inspection, asphalt placement  
6 inspection, MOT inspection on the job that we  
7 previously went over for the construction project.

8 MR. AUNGST: All right. Any questions for  
9 Mr. Sandt on Item 7.3?

10 Is there a motion to approve Item 7.3?

11 MR. GILBERT: So moved.

12 MS. ZIEGLER: Second.

13 MR. AUNGST: Second. All those in favor, say  
14 aye.

15 THE BOARD: Aye.

16 MR. AUNGST: Any opposed? All right. That  
17 also carries unanimously.

18 All right. That concludes the action items  
19 for today.

20 We're moving on to other business. Does  
21 anyone have any other business they would like to  
22 bring up for discussion? No? All right.

23 I just want to say, Stephanie, thank you,  
24 again, for a great meeting, all your hard work.

25 The team, awesome job as always. I think we set a



1 record time today, which is great, so good on us  
2 for government efficiency.

3 And I also want to say, just for all of you,  
4 looking forward to the future. We're looking  
5 forward to discussing comp plan and also the budget  
6 in the coming months. And I know you are already  
7 very hard at work on that, Susan, and, Katherine,  
8 the comp plan has been a constant labor of love.

9 So we are very appreciative of that and  
10 looking forward to having those great  
11 conversations, and stay tuned.

12 And with that, we are adjourned. Thank you.

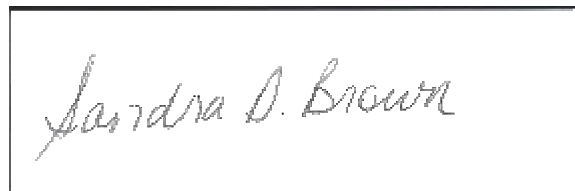
13 (The meeting adjourned at 10:44 a.m.)  
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## C E R T I F I C A T E

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 19th day of May, 2025.

A rectangular box containing a handwritten signature in cursive script that reads "Sandra D. Brown".

SANDRA D. BROWN  
FLORIDA PROFESSIONAL REPORTER

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<b>Edwards</b> (1)	<b>funded</b> (1)	<b>hurricane</b> (1)	<b>left</b> (1)
<b>efficiency</b> (1)	<b>Funding</b> (2)	< I >	<b>liberty</b> (1)
<b>efforts</b> (1)	<b>further</b> (1)	<b>Ian</b> (2)	<b>Life</b> (1)
<b>elected</b> (1)	<b>future</b> (2)	<b>includes</b> (2)	<b>limit</b> (1)
<b>Ella</b> (1)	< G >	<b>including</b> (3)	<b>litter</b> (1)
<b>Emergency</b> (1)	<b>gallon</b> (1)	<b>Incorporated</b> (1)	<b>little</b> (1)
<b>ended</b> (1)	<b>Gas</b> (1)	<b>indivisible</b> (1)	<b>lives</b> (1)
<b>engaged</b> (1)	<b>General</b> (1)	<b>Information</b> (1)	<b>LOCATION</b> (1)
<b>Engineering</b> (6)	<b>Generalist</b> (1)	<b>in-house</b> (1)	<b>looking</b> (4)
<b>Environmental</b> (1)	<b>getting</b> (4)	<b>inspection</b> (4)	<b>lookout</b> (1)
<b>Epcot</b> (8)	<b>Gilbert</b> (4)	<b>inspections</b> (1)	<b>looks</b> (1)
<b>especially</b> (1)	<b>give</b> (2)	<b>interchange</b> (1)	<b>Lord</b> (9)
<b>Esquire</b> (1)	<b>gives</b> (1)	<b>invocation</b> (1)	<b>lot</b> (4)
<b>establish</b> (2)	<b>go</b> (6)	<b>issue</b> (1)	<b>love</b> (1)
<b>esteemed</b> (1)	<b>God</b> (1)	<b>item</b> (19)	<b>lowest</b> (2)
<b>event</b> (1)	<b>goes</b> (2)	<b>items</b> (3)	<b>luck</b> (1)
<b>everybody</b> (1)	<b>going</b> (5)	< J >	<b>Luetzow</b> (1)
<b>execute</b> (2)	<b>Good</b> (6)	<b>January</b> (1)	<b>lunch</b> (1)
<b>Executive</b> (1)	<b>gotten</b> (1)		
<b>exhibit</b> (2)			

## &lt; M &gt;

**MADAM** (5)  
**magic** (2)  
**maintain** (1)  
**making** (2)  
**manage** (1)  
**Management** (2)  
**Manager** (6)  
**Manager/Chief** (1)  
**manger** (1)  
**March** (1)  
**Marshal** (1)  
**Mary** (1)  
**materials** (1)  
**Matthew** (1)  
**MEETING** (8)  
**MEMBERS** (3)  
**mic** (1)  
**Michele** (1)  
**Mike** (1)  
**milling** (4)  
**million** (1)  
**Mills** (1)  
**minutes** (1)  
**moment** (1)  
**monitor** (2)  
**months** (1)  
**morning** (2)  
**MOT** (1)  
**motion** (4)  
**move** (3)  
**moved** (4)  
**moving** (4)

## &lt; N &gt;

**name** (1)  
**nation** (1)  
**Naylor** (1)  
**need** (2)  
**new** (1)  
**nice** (2)  
**northbound** (5)  
**Notary** (1)  
**notes** (1)  
**notice** (1)

## &lt; O &gt;

**Oberly** (1)  
**Officer** (2)

**Official** (1)  
**offsite** (1)  
**Okay** (6)  
**on-and-off** (1)  
**Once** (2)  
**ones** (1)  
**Operational** (1)  
**opposed** (3)  
**Orange** (4)  
**order** (3)  
**Osceola** (1)  
**overhead** (1)  
**OVERSIGHT** (5)

## &lt; P &gt;

**park** (1)  
**parking** (1)  
**Parkway** (1)  
**part** (1)  
**participate** (1)  
**particularly** (1)  
**passes** (2)  
**paving** (1)  
**Payne** (3)  
**people** (2)  
**percent** (4)  
**perform** (1)  
**permitted** (1)  
**phone** (1)  
**picked** (1)  
**pickup** (1)  
**place** (4)  
**placement** (1)  
**plan** (4)  
**Planning** (4)  
**plans** (3)  
**Plaza** (2)  
**Please** (2)  
**pleasure** (1)  
**Pledge** (2)  
**plus** (3)  
**podium** (1)  
**point** (1)  
**pond** (1)  
**portion** (1)  
**Powell** (1)  
**pray** (1)  
**precious** (1)  
**prepared** (2)

**preparing** (1)  
**PRESENT** (3)  
**presenting** (1)  
**preside** (1)  
**pretty** (2)  
**previously** (1)  
**Principal** (3)  
**probably** (1)  
**proceedings** (1)  
**procurement** (4)  
**Professional** (2)  
**project** (14)  
**property** (1)  
**prosper** (1)  
**protection** (1)  
**provide** (2)  
**Public** (2)  
**push** (1)  
**put** (2)

## &lt; Q &gt;

**questions** (4)  
**quick** (1)  
**quite** (1)

## &lt; R &gt;

**rain** (3)  
**raised** (1)  
**ramps** (1)  
**RCES** (1)  
**real** (1)  
**really** (3)  
**reasonable** (1)  
**received** (1)  
**recognize** (1)  
**record** (2)  
**Relay** (1)  
**release** (1)  
**remotely** (1)  
**repaving** (1)  
**replace** (1)  
**replacements** (2)  
**replacing** (1)  
**report** (2)  
**REPORTED** (1)  
**Reporter** (3)  
**Reporting** (1)  
**Republic** (1)  
**request** (1)

**Rescue** (2)  
**Resort** (3)  
**Resources** (2)  
**responders** (1)  
**responsive** (1)  
**restrictive** (1)  
**resurfacing** (4)  
**review** (1)  
**right** (17)  
**Riviera** (1)  
**Rodriguez** (1)  
**Roger** (2)  
**Ron** (1)  
**Roy** (1)

## &lt; S &gt;

**Safety** (2)  
**Samarth** (1)  
**SANDRA** (3)  
**Sandt** (12)  
**saying** (1)  
**says** (1)  
**scenes** (1)  
**Sciences** (1)  
**Scott** (1)  
**season** (1)  
**Second** (8)  
**Security** (1)  
**see** (2)  
**Seeing** (1)  
**seeks** (3)  
**Senior** (1)  
**sent** (2)  
**Service** (2)  
**services** (1)  
**set** (2)  
**sign** (5)  
**signs** (1)  
**silence** (1)  
**sir** (1)  
**small** (1)  
**Smith** (3)  
**Sorry** (1)  
**SPEAKERS** (1)  
**spearheaded** (1)  
**spearheading** (1)  
**special** (2)  
**specifications** (1)  
**STAFF** (1)

**stands** (1)  
**State** (2)  
**States** (1)  
**stay** (1)  
**stenographic** (1)  
**stenographically** (1)  
**Stephanie** (5)  
**stop** (1)  
**structure** (1)  
**structures** (4)  
**stuff** (1)  
**suit** (1)  
**SUPERVISORS** (1)  
**support** (3)  
**sure** (5)  
**surrounding** (1)  
**Susan** (2)  
**Systems** (1)  
  
**< T >**  
**TAKEN** (1)  
**talked** (1)  
**Tanya** (2)  
**Task** (2)  
**team** (8)  
**telling** (1)  
**testing** (1)  
**thank** (16)  
**thing** (2)  
**things** (2)  
**think** (3)  
**thinking** (1)  
**thinks** (1)  
**Thomas** (1)  
**thousand** (1)  
**three** (1)  
**Tiffany** (1)  
**TIME** (2)  
**timeline** (2)  
**tires** (1)  
**today** (5)  
**today's** (2)  
**total** (4)  
**TOURISM** (4)  
**transcript** (1)  
**Transportation** (1)  
**trash** (3)  
**trifecta** (1)  
**true** (1)

**try** (1)  
**trying** (1)  
**tuned** (1)  
**two** (1)  
**twofold** (1)  
**type** (2)  
  
**< U >**  
**Unanimous** (1)  
**unanimously** (4)  
**United** (1)  
**unpermitted** (1)  
**updated** (1)  
**use** (1)  
  
**< V >**  
**Valorem** (1)  
**virtually** (1)  
**visible** (1)  
**visitors** (1)  
**Vista** (6)  
  
**< W >**  
**wait** (1)  
**want** (4)  
**wanted** (1)  
**Wastewater** (1)  
**watch** (1)  
**Water** (2)  
**Way** (4)  
**week** (2)  
**welcome** (1)  
**well** (3)  
**Wendy** (3)  
**went** (4)  
**We're** (14)  
**west** (2)  
**westbound** (3)  
**Western** (2)  
**wisdom** (1)  
**wonderful** (1)  
**work** (8)  
**working** (2)  
**Workman** (3)  
**works** (1)  
**world** (6)  
**worry** (1)  
  
**< Y >**

**y'all** (1)  
**Yarbrough** (5)  
**year** (1)  
**Yenni** (1)  
**Yesterday** (1)  
**you-all** (1)  
  
**< Z >**  
**Ziegler** (5)  
**Zupa** (1)

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# **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

## **BOARD OF SUPERVISORS REPORT 5.2**

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**Board Meeting Date: 05/23/2025**

**Subject:** Appointment of Mr. Edwin Snell to the Pollution Control Board

**Presented By:** Wendy Duncan, Director

**Department:** Environmental Sciences

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item 5.2 for the appointment of Mr. Edwin Snell for a one-year term to the Pollution Control Board

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**DISTRICT'S RELEVANT STRATEGIC GOALS:** Operational Excellence

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**PROOF OF PUBLICATION:** N/A

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### **BACKGROUND:**

The Local Pollution Control Program was created in 1970 by an agreement between the State, the District, and the Cities of Bay Lake and Lake Buena Vista. The Local program included a 5-member Pollution Control Board, which serves as an advisory board with representatives of Environmental Water Quality related backgrounds.

Currently, the Pollution Control Board has an open position. This approval will fill the vacancy and be for a one-year term.

### **Edwin Snell**

Mr. Snell has over 30 years of experience in water pollution compliance and stormwater management. He earned his Bachelor of Environmental Sciences from the University of West Florida and is a specialist in Anionic polyacrylamide (PAM) treatments for design and operation systems.

Mr. Snell managed many teams in his career including biological, microbiological, and chemical testing of water; NPDES permitting for local MS4 programs; environmental compliance; Total Maximum Daily Loads (TMDL's) compliance programs; and National Pollutant Discharge Elimination System (NPDES) programs. After many years of service, Mr. Snell retired from working at various water quality firms including the District.

Following retirement, Mr. Snell has continued his career as a consultant to various environmental water quality firms, where he continues today working in his specialty, Anionic polyacrylamide technologies.

**FINDINGS AND CONCLUSIONS:** N/A

**FISCAL IMPACT:** N/A

**PROCUREMENT REVIEW:** N/A

**LEGAL REVIEW:** N/A

**ALTERNATIVE:** N/A

**SUPPORT MATERIALS:** Pollution Control Board new appointment background information.

# EDWIN SNELL

## PROFESSIONAL SUMMARY

Environmental specialist with over 30 years of experience in water pollution compliance, stormwater management, and polymer treatment systems. Proven leader in environmental compliance, training, and technical consultation across both public and private sectors. Strong background in regulatory frameworks such as NPDES, TMDLs, and NNC. Experienced public speaker and trainer with a focus on practical, sustainable solutions for sediment and pollution control.

## PROFESSIONAL EXPERIENCE

### Technical Specialist

Applied Polymer Systems, Inc. | Woodstock, GA

July 2016 – Present

- Attend and deliver presentations at technical conferences on polymer-based sediment pollution mitigation.
- Assists with design and technical input for polymer treatment systems.
- Provides on-site training on design, operation, and maintenance of polymer treatment systems.
- Conducts on-site troubleshooting and client training.
- Evaluates emerging polymer technologies for field use.

### Environmental Specialist IV

Reedy Creek Improvement District | Lake Buena Vista, FL

July 2005 – July 2016

- Identified and characterized sources of water pollution and implemented compliance solutions.
- Managed and provided technical support for watershed compliance programs including Total Maximum Daily Loads (TMDLs), Numeric Nutrient Criteria (NNC), and National Pollutant Discharge Elimination System (NPDES).
- Led teams achieving 100% TMDL compliance programs.

### Consultant/Technical Advisor

Right Solutions, LLC | Minneola, FL

April 2003 – June 2005

- Provided guidance on NPDES Construction Generic Permit and related aspects of the Clean Water Act to contractors.
- Delivered training on environmentally responsible construction BMPs.
- Certified Inspector and Trainer for FDEP's Florida Stormwater, Erosion, and Sedimentation Control Program.
- Certified Trainer of FDEP Trainers.



Edwin Snell

### **Environmental Compliance Specialist IV**

Reedy Creek Improvement District | Lake Buena Vista, FL

June 1992 – March 2003

- Inspected construction sites for regulatory compliance with SWPPP, Water Management permits, NPDES Construction Generic Permit, and dewatering permits.
- Managed NPDES permit for local MS4.
- Monitored and analyzed evolving environmental regulations to ensure ongoing compliance.
- Investigated environmental complaints and suspected violations and maintained compliance records.

### **Supervisor, Biology Department**

Reedy Creek Improvement District | Lake Buena Vista, FL

February 1980 – May 1992

- Managed a team of eighteen biology professionals, delivering technical support to a significant landowner.
- Supervised standardized biological, microbiological, and biochemical tests and laboratory analyses to assess the quantity or quality of physical or chemical substances in various water types.
- Developed environmental pollution monitoring programs.

## **EDUCATION**

### **Bachelor of Science in Environmental Sciences**

University of West Florida | Pensacola, FL

- President, Environmental Education Club
- President's Honor List for Academic Achievement

## **TECHNICAL SKILLS & CERTIFICATIONS**

- Specialist in Anionic Polyacrylamide (PAM) treatment system design and operation.
- Co-author of BMP fact sheet on polymer flocculation for the EPA Stormwater Menu of BMPs.

## **REFERENCES**

### **Armando Rodriguez**

Director, Environmental Affairs (Retired) | Walt Disney Company  
407.390.5010

### **Susan Jackson**

Senior Vice President (Retired) | Health Central Hospital  
407.325.7857

### **Jennifer Roberts**

NPDES Compliance Administrator | D.R. Horton, Inc.  
407.489.6227

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 5.3

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Board Meeting Date: 05/23/2025

**Subject:** Building & Safety Board of Appeals re-appointment of Mr. Craig Redfern

**Presented By:** Joey Rodriguez, Manager, Building Official

**Department:** Building & Safety

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #5.3 for Board of Appeals re-appointment of Mr. Craig Redfern for a three-year term

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**RELEVANT STRATEGIC GOALS:** Operational Efficiency

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**PROOF OF PUBLICATION:** N/A

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### BACKGROUND:

The *EPCOT Building Code* establishes the Board of Appeals in Section 106.

### SECTION 106

#### BOARD OF APPEALS

##### 106.1 Creation of Board of Appeals.

(a) There is hereby established a Board to be designated the Board of Appeals, consisting of five members qualified by training and experience to rule on matters relating to building, who shall be appointed by the Chief Appointing Authority of the District. A majority of the members shall be professional engineers or registered architects. The Board shall select one of its members to serve as chairman, and the Building Official shall be an ex officio member without vote and shall act as Secretary to the Board.

(b) Whenever the Building Official shall reject or refuse to approve the manner of proposed construction and assist in determining the suitability of alternative materials and methods of construction, the owner of such building or structure or his duly authorized agent may appeal from the decision of the Building Official to the Board of Appeals.

**106.2 Term of office.** The Chief Appointing Authority of the District shall appoint one member of the Board of Appeals for a term of one year, two members for a term of two years and two members for a term of three years; and thereafter, they shall be appointed for a term of three years. Vacancies shall be filled for an unexpired term by the Chief Appointing Authority. Absence of a member from three consecutive meetings of the Board, unless excused, shall render such member liable to immediate removal from office by the Chief Appointing Authority.

Mr. Craig Redfern has been on the Building & Safety Board of Appeals since 2010. He currently serves as the Chair. His current term expires in May of 2025.

Mr. Redfern is an established project manager and fire protection engineer with experience in managing large scale Department of Defense (DOD), Department of Energy (DOE) and commercial projects and leading the business line for fire protection engineering at APTIM Federal Services. He has supervised the testing, assessment, design and installation of fire and life safety systems and managed construction of integrated fire protection systems. On these projects, Mr. Redfern has led teams to produce assessment reports, drawings, details and specifications for fire protection and has coordinated multi-discipline efforts.

Mr. Redfern performed Special Inspector duties on large scale commercial projects including casinos, hotels and convention centers. He is experienced in various themed entertainment projects in design, assessment, fire modelling, construction and renovation. And performed as a special expert for construction litigation, primarily for pipe failures.

In his current role, Mr. Redfern is leading the effort to expand DOD, DOE, industrial and commercial fire protection engineering work and working to set standards and organize efforts for the fire protection engineering work being performed across his organization.

Mr. Redfern is also a Fire Foam Alternatives Subject Matter Expert and is an author of numerous published articles and presentations.

**FINDINGS AND CONCLUSIONS:** N/A

**FISCAL IMPACT:** N/A

**PROCUREMENT REVIEW:** N/A

**LEGAL REVIEW:** N/A

**ALTERNATIVE:** N/A

**SUPPORT MATERIALS:** Mr. Craig Redfern resume

## **CAREER SUMMARY**

I am an established project manager and fire protection engineer with experience in managing large scale DOD, DOE and commercial projects and leading the business line for fire protection engineering at APTIM Federal Services. I have supervised the testing, assessment, design and installation of fire and life safety systems and managed construction of integrated fire protection systems. On these projects, I have led teams to produce assessment reports, drawings, details and specifications for fire protection and I have coordinated multi-discipline efforts.

I have performed Special Inspector duties on large scale commercial projects including casinos, hotels and convention centers. I also have experience in various themed entertainment projects in design, assessment, fire modelling, construction and renovation. I have performed as a special expert for construction litigation, primarily for pipe failures.

In my current role, I am leading efforts to expand DOD, DOE, industrial and commercial fire protection engineering work. I am also working to set standards and organize efforts for the fire protection engineering work being performed across APTIM business units. I am also the Fire Foam Alternatives Subject Matter Expert for APTIM.

## **EDUCATION**

Bachelor of Science, Material Science & Engineering, 1989, University of Florida, Gainesville, FL

## **REGISTRATIONS**

Florida Professional Engineer # 48953, 1995

## **MEMBERSHIPS**

Society of Fire Protection Engineers (SFPE)- Vice President Central Florida Chapter  
National Fire Protection Association (NFPA) – past Committee alternate on Foam and Air Conditioning committees.  
Project Management Institute (PMI) Certified Project Management Professional (PMP)  
Central Florida Tourism Oversight District Board of Appeals – Chairman

## **PREVIOUS EXPERIENCE**

Wood PLC. Orlando, FL

Senior Consulting Engineer/Business Line Leader:

- Manage Fire Protection Staff
- Coaching and mentoring junior engineers
- Performing fire and life safety Design, Analysis, Equivalencies and Surveys

Rolf Jensen & Associates, Inc. Orlando, FL

Senior Consulting Engineer/Operations Manager:

- Manage Florida Business Operation
  - Expert witness consulting
  - Coaching and mentoring junior engineers
  - Performing fire and life safety Design, Analysis, Equivalencies and Surveys
-

- Developed Special Inspection service

Associated Engineering Consultants, Inc.     Jacksonville, FL

Fire Protection Engineer/Vice President:

- Sales of fire protection systems and design services
- Supervised design and installation of fire suppression systems
- Managed construction of fire protection systems

Gresham Smith & Partners     Jacksonville, FL

Director of Plumbing & Fire Protection:

- Managed staff on multiple large projects
- Produced drawings, details and specifications for fire protection and plumbing systems
- Coordinated multi-discipline project effort
- Instituted quality control methods for engineering disciplines

Affiliated Engineers, SE, Inc.     Gainesville, FL

Plumbing/Fire Protection Designer:

- Produced drawings, calculations and specifications for plumbing and fire suppression systems
- Maintained CAD and computer systems
- Co-op employment 1987-1989

## **PUBLICATIONS and Presentations**

Changes to NFPA 1 and 101 for Healthcare". American Society of Healthcare Engineers, September 2002 - Presentation

"Hospital Fire Protection", International Fire Protection Magazine, March 2002 - Article

"Fire Safety Equivalency – The Basics for Facility Engineers", Healthcare Engineering, June 2000 - Article

"Performance-based Option", Central Florida Fire Academy, March 27, 2002 - Presentation

"Performance Based Fire Protection", Florida Fire Marshals Fall Meeting, November 2001 - Presentation

"Building Code Requirements", Themed Entertainment Association, October 6, 2000 - Presentation

National Institute for Certification of Engineering Technology (NICET), test preparation classes for Jacobs Sverdrup staff at Cape Canaveral Air Station.- 2002-2003

"Life Safety Plan Review" – Central Florida Fire Academy, April 24, 2003 – Presentation.

"Fire Sprinklers in Historic Structures" – Consulting Specifying Engineer, November 2004 - Article

"Disaster Preparedness for Healthcare Facilities" – Panel Member, Society of Marketing Professionals, July 12, 2005 – Panel Discussion

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 5.4

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Board Meeting Date: 5/23/2025

**Subject:** C006831 World Drive North Phase III – Seven Seas Drive Design– LandDesign, Inc., Post Design Services

**Presented By:** Katherine Luetzow, Manager, Planning & Engineering

**Department:** Public Works

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #5.4 awarding Contract #C006831 for the World Drive North Phase III – Seven Seas Drive realignment post design services to LandDesign, Inc. and authorize the District Administrator to execute the contract in the amount of \$39,865

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**RELEVANT STRATEGIC GOALS:** Quality of Place

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**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** LandDesign, Inc. is the engineering design consultant for the Seven Seas Drive Realignment that connects existing Seven Seas Drive to the future roundabout location on World Drive North Phase III. The District is constructing this realignment of Seven Seas Drive within the previously approved Phase II of World Drive North Phase III by Southland Construction Inc. (C006110). This proposal is for the engineering designer to provide post design support services for this construction effort. This includes providing engineering support such as reviewing and approving shop drawings, attending construction meetings, site visits, answering contractor questions, verifying alternative materials, etc.

While the duration of the Seven Seas Drive Realignment is anticipated to be much shorter than the World Drive North Ph. 3 construction (approximately seven months if constructed consecutively), the contract expiration date has been set to coincide with World Drive North Ph. 3 construction timing (C006110) for Southland Construction Inc., who will be the Contractor for this work.

**FINDINGS AND CONCLUSIONS:** Public Works has reviewed the proposal for engineering services and finds it justified based upon the project scope. This request is for a not to exceed contract amount of \$39,865.

**FISCAL IMPACT:** There will be no impact on the overall budget for the World Drive North Phase III project. Funding for this request is provided through the CFTOD 2024 Transportation Projects Ad Valorem Bonds.

**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 #C006831 – LandDesign, Inc.

**WDN PH. 3 – SEVEN SEAS ENGINEERING POST DESIGN PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") shall be effective commencing May 23, 2025, 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 **LandDesign, Inc.** (herein referred to as the "Consultant"), whose mailing address is P.O. Box 36959, Charlotte, North Carolina 28236.

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

WHEREAS, Central Florida Tourism Oversight District requested a quotation for post design services from LandDesign, Inc. and Consultant is the Engineer of Record. Consultant was subsequently selected to perform these services; and

WHEREAS, Owner desires to commission the services of a consultant to perform the hereinafter described services, and Consultant desires to be so commissioned.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

**1. SCOPE OF SERVICES.**

- A. **Description of Services:** A description of the nature and scope of services to be performed by Consultant under this Agreement ("Services") is set forth in the Scope of Services in **Exhibit A**. Owner retains the right to reduce any portion of Consultant's Services. In such event, Owner shall be entitled to a proportionate reduction to the Not-to-Exceed ("NTE") amount, as defined in Section 2 (Compensation).
- B. **Additional Services:** Owner may, from time to time, authorize Consultant in writing to perform additional Services, in which event Consultant shall perform same. Any such additional Services shall be set forth in a Change Order to this Agreement which shall be executed by both parties and which shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein. Any additional Services performed by Consultant prior to execution by both parties of a Change Order shall be done at Consultant's sole risk and shall not be compensated by Owner.
- C. **Time for Completion:** Consultant shall commence the Services upon execution of this Agreement, or as otherwise directed by Owner, and shall complete same in accordance with the schedule ("Schedule") set forth in **Exhibit B**.

**2. COMPENSATION.**

- A. Owner shall pay Consultant an amount Not-to-Exceed **THIRTY-NINE THOUSAND, SIXTY-FIVE AND ZERO ONE-HUNDREDTHS DOLLARS (\$39,065.00)** for performance of the Services based upon the rates set forth in **Exhibit A** attached hereto and incorporated herein by this reference. Reimbursable expenses shall be compensated in accordance with the terms and conditions of **Exhibit C** and shall not exceed **\$800.00**.
- B. Should Consultant's actual cost of completing the Services equal the NTE, Owner shall pay Consultant the entire NTE set forth above. However, should the actual cost of completing the Services be greater than the NTE, Consultant shall bear the entire responsibility for that amount in excess of the NTE that is necessary to complete the Services. The NTE shall be proportionally adjusted to reflect any changes in the scope of Services as set forth in a Change Order, and the Schedule shall be equitably adjusted by way of said Change Order to the extent impacted thereby. Consultant shall not be entitled to compensation for additional Services unless Consultant has obtained prior written authorization in a Change Order to perform such additional Services.
- C. Progress payments shall be made monthly based upon the actual cost incurred to date for Services accepted by Owner, less the sum of previous payments. Consultant shall invoice Owner on the first day of each month and Owner shall pay each such approved invoice (or uncontested portion thereof) within thirty (30) days after receipt of invoice. Invoices shall refer to this Agreement by the Agreement Number



indicated at the top left-hand corner of the first page hereof, shall display the NTE and shall include complete documentation for all labor charges. Authorized reimbursable expenses shall be indicated and shall be invoiced at their actual cost without markup, together with original receipts or other documentation to substantiate expenditures. All invoices shall be addressed to:

**Central Florida Tourism Oversight District**

**Attention: Accounts Payable**

**P.O. Box 690519**

**Orlando, Florida 32869**

**All invoices shall be sent to [ap@oversightdistrict.org](mailto:ap@oversightdistrict.org)**

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

3. **CONFIDENTIALITY OF MATERIAL.** Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to the Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

4. **PROMOTION.** Consultant shall acquire no right under this Agreement to use, and shall not use, the name of Owner, or the name of the Owner's Representative or its parent, related, affiliated or subsidiary companies or any of their fanciful marks or copyrighted characters or designs:

- A. in any of Consultant's advertising, publicity, or promotion including, but not limited to, the Internet; nor
- B. in any in-house publication; nor
- C. to express or imply any endorsement by Owner of Consultant's Services or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited).

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

5. **DELIVERABLES.** "Deliverables" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Owner in accordance with the requirements of this Agreement. The Agreement Number, specification number, item number, and any other required identification must appear on all Deliverables submitted to Owner. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. Owner's review, approval, action or inaction taken on the Deliverables is for Owner's convenience and/or to express Owner's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.

**6. INSURANCE AND INDEMNIFICATION.**

- A. The Consultant shall at its expense procure and maintain during the life of this Contract (and shall require the same from its Subconsultants, Subcontractors, and Sub-subconsultants) 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. This coverage must be maintained for two (2) years after contract expiration;
  - 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 Consultant is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Consultant 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 two (2) years following the conclusion of work.
  - vi. If Consultant is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Consultant will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
  - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
  - viii. If Consultant is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
  - ix. If Consultant is providing information technology software or services, then Consultant must also carry Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
  - x. Consultant 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 Consultant holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at [vendors@oversightdistrict.org](mailto:vendors@oversightdistrict.org).

- C. **CANCELLATION.** All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Consultant, who agrees to promptly relay any such notice received to Owner.
  - D. **ADDITIONAL INSUREDS.** Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
  - E. **WAIVERS.** The Consultant hereby waives, and will require its Subconsultants, Subcontractors, and Sub-subconsultants to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
  - F. **CLAIMS.** The Consultant and its Subconsultants, Subcontractors, and Sub-subconsultants 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 Consultant, its Subconsultants, Subcontractors, and Sub-subconsultants in all litigated claims and demands which arise out of said operations and which the said insurance carrier
  - G. **INDEMNIFICATION.** The Consultant shall indemnify District and its appointed board supervisors, officers, employees, and volunteers against, and hold District and its appointed board supervisors, officers, employees and volunteers harmless from damages, claims, losses, costs, and expenses, including attorneys' fees, which District or its appointed board supervisors, officers, employees or volunteers may sustain, or which may be asserted against District or its appointed board supervisors, officers, employees or volunteers, arising out of negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by Florida Statute, §725.08, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Florida Statute, §725.08(4) including, without limitation, harm or personal injury to third persons. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.
7. **NO WAIVER OF SOVEREIGN IMMUNITY.** 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 Consultant. 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.
8. **ASSIGNMENT AND AGENCY.** This Agreement is for the personal services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.
9. **DETERMINATION OF DISPUTES AND CHOICE OF LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any dispute, difference, claim or counterclaim between Owner and Consultant arising out of or in connection with this Agreement which cannot be resolved by the parties shall be submitted to the Circuit Court in and for Orange County, Florida (or if the Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida in accordance with the applicable rules of civil procedure and state law, and they expressly waive the right to jury trial.

**10. TERMINATION FOR CONVENIENCE AND SUSPENSION.**

- A. Anything herein to the contrary notwithstanding, Owner may, for convenience, terminate this Agreement upon seven (7) days prior written notice to Consultant. In the event of such termination, Owner's sole obligation and liability to Consultant, if any, shall be to pay Consultant that portion of the NTE earned by Consultant for the performance of the Services, plus any authorized reimbursable expenses, incurred to date of termination. Under no circumstances shall Owner be liable for any lost profits, lost revenue, or any other losses of any kind whatsoever associated with any Services not performed.
- B. Upon delivery to Consultant of a written Notice to Suspend Services, Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by Owner in said Notice. Consultant shall take reasonable steps to preserve any Deliverables or Services in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be entitled to an equitable adjustment to the Schedule only. In no event shall any suspension of Services exceed one (1) year in duration.

**11. ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Consultant for Owner and contains all the covenants and agreements between the parties with respect to the rendering of Services. Each party to this Agreement expressly acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement, course of dealing, usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification of this Agreement will be effective only if it is in writing and signed by both parties. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.**12. PARTIAL INVALIDITY AND CAPTIONS.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. The captions contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.**13. THE OWNER'S DESIGNATED REPRESENTATIVE.**

- A. **Katherine Luetzow**, shall act as the Owner's designated representative (herein referred to as the "Owner's Designated Representative"); provided, however, that the Owner may, without liability to the Consultant, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Consultant in writing, at which time the person or organization so designated shall be the Owner's Designated Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Consultant 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 Designated Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Designated Representative) shall be solely obligated to the Consultant for all sums required to be paid by the Owner to the Consultant hereunder.
- B. Nothing contained in this Agreement shall create any contractual relationship between the Consultant and the Owner's Designated Representative.

**14. PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS [PUBLCRECORDS@OVERSIGHTDISTRICT.ORG](mailto:PUBLCRECORDS@OVERSIGHTDISTRICT.ORG), MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 690519, ORLANDO, FLORIDA 32869.**

- 15. **NON-FUNDING**. In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Consultant without penalty to Owner. Owner shall be the final authority as to the availability of the funding.
- 16. **SCRUTINIZED COMPANIES**. By executing this Agreement, the Consultant 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 Consultant 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. The Owner reserves the right to terminate the Agreement immediately should the Consultant be found to:
    - i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
    - ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes subsequent to entering into this Agreement with the Owner.
  - C. If this Agreement is terminated by the Owner as provided in paragraph B above, the Owner reserves the right to pursue any and all legal remedies against the Consultant, including, but not limited to the remedies described in Section 287.135, Florida Statutes.
  - D. If this Agreement is terminated by the Owner as provided in paragraph above, the Consultant shall be paid only for the work completed as of the date of the Owner's termination.



- E. 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.
17. **E-VERIFY COMPLIANCE.** The Consultant and its subconsultants and subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Consultant agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Consultant 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 subconsultant or 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 Consultant and order the Consultant to immediately terminate the contract with the subconsultant or subcontractor. The Consultant shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Consultant's failure to comply with E-verify requirements referenced herein.
18. **WARRANTY.** The Consultant 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. Consultant shall guarantee the Services shall be free from any defects in workmanship for a period of not less than ONE (1) year from the date of final completion. Consultant 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 Consultant provides complete written manufacturers' warranties to the Owner's Representative at the end of the project.
19. **CONTRACT DOCUMENTS.**
- A. The Contract Documents which comprise the entire understanding between the Owner and Consultant shall only include this Agreement and those documents listed in this section as Exhibits to the Agreement. Each Exhibit is incorporated herein by reference for all purposes.
- Exhibit A: Scope of Services, Deliverables, and Basis for Compensation (A-1 through A-3)  
Exhibit B: Schedule (B-1)  
Exhibit C: Reimbursable Expense Guidelines (C-1)
- B. If there is a conflict between the terms of this Agreement and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Exhibits.

**SIGNATURES FOLLOWING PAGE**



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

OWNER  
**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

CONSULTANT  
**LANDDESIGN, INC.**

Signature: \_\_\_\_\_  
*As authorized by the Board of Supervisors*  
Print Name: S.C. Kopelousos

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

Title: District Administrator

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

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES, DELIVERABLES AND BASIS FOR COMPENSATION**  
**AGREEMENT NO. C006831**

**SCOPE OF SERVICES:**

**Consultant shall provide to Owner the following Services:**

To provide post design engineering support for the realignment of Seven Seas Drive in conjunction with the World Drive North Ph. 3 project.

The following paragraphs describe the civil engineering scope of work to be provided under this proposal. Central Florida Tourism Oversight District (CFTOD) will be constructing the proposed Seven Seas Drive (SSD) Realignment, as part of their overall World Drive Phase 3 roadway construction. LandDesign being the civil engineering EOR of the SSD Realignment construction plans, CFTOD is requesting post design services to support the construction of SSD. TLC will be a sub-consultant to LandDesign, providing electrical engineering post design services. The following paragraphs describe the scope of work to be provided under this proposal.

**PHASE 500 - POST DESIGN SERVICES**

Consultant shall provide support for the implementation of the SSD Realignment construction documents, to include the following scope of work:

- A. Consultant shall attend one (1) in-person meeting.
- B. Weekly Construction Meetings: Consultant shall virtually attend weekly meetings. The meetings will take place for the duration of the project with an estimated thirty (30) meetings.
- C. Site Inspections: Consultant shall perform construction inspections of work in progress to ensure compliance with the design intent of the construction documents and resolve field related issues during construction due to existing field conditions or unforeseen circumstances. Consultant shall perform up to five (5) site visits to review work in progress during construction and one (1) construction completion walkthrough.
- D. Shop Drawings: Review contractors' shop drawings and project submittals for conformance to the design intent.
- E. RFI/Clarification Requests: Review RFIs and other clarification requests received from the project coordinator and provide feedback and information to satisfy the contractor's needs. Plan revisions shall be provided as required.
- F. Final Certifications/ As-Built: Preparation of As-Built drawings that clearly identify all variation(s) and changes from the approved drawings including location, quantity and specification of all project elements.

**PHASE 090 - SUB-CONSULTANT POST DESIGN SERVICES**

**CONSULTANT CLARIFICATIONS**

- A. Major temporary traffic control ("TTC") plans will be provided by the contractor.
- B. Geotechnical engineering will be provided by the Owner.
- C. CAD as-builts will be provided by the contractor for review.

**DELIVERABLES:**

**Consultant shall submit to Owner the following Deliverables:**

- Review RFIs and other clarification requests received from the project coordinator and provide feedback and information to satisfy the contractor's needs. Plan revisions shall be provided as required.
- Prepare and submit final As-Built drawings to Owner after construction completion on or before July 9, 2027.



**EXHIBIT A**  
**SCOPE OF SERVICES, DELIVERABLES AND BASIS FOR COMPENSATION**  
**AGREEMENT NO. C006831**

**BASIS FOR COMPENSATION:**

Task	Description	Not to Exceed Amount
Phase 500	Post Design Services	\$30,960.00
Phase 090	Sub-Consultant Post Design Services (NTE)	\$8,105.00
	Reimbursable Expenses	\$800.00
	<b>Not to Exceed Amount Total</b>	<b>\$39,865.00</b>

**ELECTRICAL SAFETY POLICY**

Implicit on all electrical work performed at any of the Owner's properties is the Consultant's (and its Subconsultant's and Sub-subconsultant'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 Consultant, its 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. Consultant is expected to exercise good judgment and take personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

The Consultant agrees that its employees and agents and the employees of any of its Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants 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.

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 shall be completed. The intent of the briefing is to provide notification for performing energized work to the Owner's Representative 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
- Personal protective equipment to be utilized
- Job work plan summary
- Record of the names of all workers involved in the work/briefing

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

Consultant shall establish or shall cause its Subconsultants or Sub-subconsultants to establish appropriate

**EXHIBIT A**  
**SCOPE OF SERVICES, DELIVERABLES AND BASIS FOR COMPENSATION**  
**AGREEMENT NO. C006831**

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

The Consultant understands and agrees that it is the responsibility of the Consultant 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 Consultant's (or its Subconsultants' or Sub-subconsultants') work without notice. The Consultant expressly understands and unequivocally agrees that any failure to strictly comply with any applicable safety laws, codes, regulations, and the rules of this policy is 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.

**End of Exhibit A**

**EXHIBIT B  
SCHEDULE  
AGREEMENT NO. C006831**

**Consultant shall follow the Schedule set forth below for the performance of the Services set forth in Exhibit A:**

Work shall commence on execution of this Agreement and shall be completed on or before **September 30, 2027**.

**End of Exhibit B**

**EXHIBIT C**  
**REIMBURSABLE EXPENSE GUIDELINES**  
**AGREEMENT NO. C006831**

All reasonably and actually incurred direct, non-salary reimbursable expenses, including materials, shall be billed to Owner at actual cost without markup. Consultant shall not be reimbursed for any such expenses incurred without prior Owner approval. Reimbursable expenses shall include, but not be limited to, the following:

A. Meals and Incidental Expenses

1. Daily Allowance: For business travel for which the original itinerary is equal to or less than twenty-one (21) consecutive days in duration, Consultant shall be provided a Not-to-Exceed allowance for meals and incidental expenses. Said allowance shall be established by using the *per diem* amount set forth by the U.S. Department of State Standardized Regulations for Meals and Incidental Expenses for the period and destination of travel. Owner shall reimburse Consultant the actual cost without markup for meals and incidental expenses upon presentation by Consultant to Owner of the original receipts for same.
2. Per Diem: For business travel for which the original itinerary exceeds twenty-one (21) consecutive days in duration, Consultant shall be paid a *per diem* for meals and incidental expenses (for international travel only, incidentals shall include, but not be limited to, laundry service) at the rate set forth by the U.S. Department of State Standardized Regulations for Meals and Incidental Expenses for the period and destination of travel. Original receipts shall not be required. Consultant's invoices shall identify the *per diem* rate for the month(s) during which said travel occurs, multiplied by the number of travel days in each month.
3. Current *per diem* rates may be obtained from the U.S. Department of State at the following website: <http://www.gsa.gov>.

B. Hotel Accommodations: Lodging on business trips will be reimbursed by Owner at reasonable rates according to availability, upon presentation by Consultant to Owner of the original receipts for same. Owner reserves the right to direct Consultant to stay in a Disney or other preferred hotel based upon rate, location, and availability. Lodging expenses shall include the cost of the room and applicable taxes only, and shall not include room service, recreation, or other direct charges to the room. In the event the Owner directs Consultant to stay in a Disney hotel, Owner shall make hotel reservations for Consultant and shall pay all hotel charges. For approved lodging expenses incurred at a hotel other than a Disney hotel, Consultant shall seek reimbursement from Owner hereunder.

C. Airfare: All air travel, regardless of domestic or international destination, shall be at unrestricted coach class fare or other class, whichever is lowest. Owner reserves the right to direct Consultant to use an airline of Owner's choice. Owner shall, at its option, and upon notifying Consultant, make air travel reservations for Consultant and directly pay for all air travel. For approved air travel expenses incurred in connection with reservations made by the Consultant on its own behalf, the Consultant shall seek reimbursement from Owner hereunder.

D. Ground Transportation, Rental Cars and Mileage

1. Mileage shall be reimbursed at a rate not to exceed the current rate set forth by the Internal Revenue Service, as may be amended from time to time, for travel by Consultant in its own vehicles. This provision shall not apply to daily commuting, for which Consultant shall not be reimbursed.
2. Rental cars of midsize class or lower shall be reimbursed by Owner upon presentation by Consultant to Owner of the original receipts for same. The Collision Damage Waiver shall be included in the car rental rate. Owner reserves the right to direct Consultant to use a car rental company of Owner's choice. Owner shall make rental car reservations for Consultant; however, Consultant shall pay all rental car charges and seek reimbursement from Owner hereunder.
3. Ground transportation such as, but not limited to, taxis and airport shuttles shall be reimbursed by Owner upon presentation by Consultant to Owner of the original receipts for same. Owner reserves the right to direct Consultant to use ground transportation companies of Owner's choice. Consultant shall make all ground transportation reservations, pay all ground transportation charges and seek reimbursement from Owner hereunder.

**End of Exhibit C**

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.1

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Board Meeting Date: 05/23/2025

**Subject:** Fiscal Year 2025 Budget Amendment No. 1

**Presented By:** Susan Higginbotham, Chief Financial Officer

**Department:** Finance

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**STAFF RECOMMENDATION** (Motion Ready): Approve agenda item #7.1 Fiscal Year 2025 Budget Amendment No. 1 increasing expenditures by \$480,000 for additional costs of repairs to Drainage Structure S-405 and increasing the amount budgeted for transfer in from Drainage reserves by \$480,000

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### RELEVANT STRATEGIC GOALS:

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### PROOF OF PUBLICATION:

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**BACKGROUND:** Drainage Structure S-405 project 25DRN004 currently has a budget of \$2,300,000 as approved by the Board as part of the total General Fund Fiscal Year 2025 Operating Budget. Actual costs are expected to total \$2,780,000. See below for details.

25DRN004				Original Budget	\$	2,300,000.00
Item	Contract	WA/CO	Amount	Plus 15% Cont.	Subtotal	
Engineering - Post Design	C006683		\$38,348.88	\$5,752.33	\$44,101.21	
Contractor	C006631		\$2,237,700.00	\$335,655.00	\$2,573,355.00	
CEI	C006611	3	\$139,616.40	\$20,942.46	\$160,558.86	
				Grand Total	\$2,778,015.07	
				Additional Req.	\$480,000.00	
				Revised Budget	\$2,780,000.00	

**FINDINGS AND CONCLUSIONS:** The Fiscal Year 2025 General Fund Budget should be amended to account for the additional costs.

**FISCAL IMPACT:** Structure S-405 repairs qualify for reimbursement from the District's Drainage Reserve Fund. The Balance in the Drainage Reserve Fund as of March 31, 2025, is \$7,460,711. This allows enough capacity to support this Budget Amendment. Fiscal Year 2025 Budget Amendment No. 1 will increase General Fund expenditures by \$480,000 and increase the budgeted transfer in from the Drainage Reserve amount by \$480,000.

**PROCUREMENT REVIEW:** N/A

**LEGAL REVIEW:** N/A

**ALTERNATIVE:** N/A

**SUPPORT MATERIALS:** Budget Amendment No. 1

# Central Florida Tourism Oversight District

## FY2025 General Fund

### Budget Amendment No. 1

	<u>FY 2025 BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED FY 2025 BUDGET</u>
<b>EXPENDITURES</b>			
<b>Drainage</b>			
Structure S-405, Project 25DRN004	\$2,300,000	\$480,000	\$2,780,000
<b>TOTAL EXPENDITURES</b>	<u>2,300,000</u>	<u>480,000</u>	<u>2,780,000</u>
<b>OTHER FINANCING SOURCES</b>			
Transfers in from Drainage Reserve	(2,950,000)	(480,000)	(3,430,000)
<b>TOTAL OTHER FINANCING SOURCES</b>	<u>(2,950,000)</u>	<u>(480,000)</u>	<u>(3,430,000)</u>
<b>TOTAL</b>	<u><u>\$0</u></u>	<u><u>\$0</u></u>	<u><u>\$0</u></u>



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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.2

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Board Meeting Date: 05/23/2025

**Subject:** S-405 Water Control Structure Repairs

**Presented By:** Craig Sandt, Principal Construction Manager

**Department:** Public Works

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.2 award of Contract #C006631 to Carr and Collier Inc. for the S-405 water control structure repairs and authorize the District Administrator to execute the contract in the amount of \$2,237,700, plus 15% contingency for a total of \$2,573,355

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**RELEVANT STRATEGIC GOALS:** Quality of Place

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**PROOF OF PUBLICATION:** Bid released to the public: March 7, 2025

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**BACKGROUND:** The S-405 Water Control Structure (WCS) is the largest of the District's seventeen (17) AMIL gate water control structures and is located on Bear Island Road. This WCS was installed in the late 1960s as part of the District's original drainage infrastructure and was significantly damaged by Hurricane Ian. As such, components of this structure are in need of repair and/or replacement.

The scope of work for the S-405 Water Control Structure Repairs project includes the following major items:

- Stop log and cofferdam installation
- Stop log storage frame construction
- Removal and replacement of the AMIL gate
- Repair of existing water control structure, and
- Bypass pumping

This proposed work will ensure the long-term operational viability of this critical WCS.

**FINDINGS AND CONCLUSIONS:** On March 7, 2025, Invitation to Bid #C006631 was released to bid for the construction of the S-405 Water Control Structure Repairs project. A total of three (3) bids were received as follows:

Contractor	Location	Bid Amount
Carr and Collier, Inc.	Leesburg, Florida	\$2,237,700.00
Thompson Contracting Group, Inc.	Palm City, Florida	\$2,669,436.00
Razorback, LLC	Tarpon Springs, Florida	\$3,617,000.00

**FISCAL IMPACT:** The total cost of the S-405 Water Control Structure Repairs is \$2,237,700. This expenditure is fully funded via the use of the drainage reserve funds through the Planning and Engineering planned work budget under project code 25DRN004.

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

**LEGAL REVIEW:** The contract has been reviewed and approved for form and legality by the District Attorney.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

Contract #C006571





## S-405 WATER CONTROL STRUCTURE REPAIRS

**Agreement: C006631**

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### **PROJECT MANUAL**

### **ISSUED FOR CONSTRUCTION**

**Date of Issuance: May 23, 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>	TLP Engineering Consultants, Inc. 450 S. Orange Magnolia Avenue, Suite 600 Orlando, Florida 32801
<b>Contractor:</b>	Carr & Collier Inc. 2864 West Main Street Leesburg, Florida 34748

## PROJECT MANUAL

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

The following listed documents comprise the Project Manual entitled:

### S-405 WATER CONTROL STRUCTURE REPAIRS ISSUED FOR CONSTRUCTION

Contract Number: C006631

#### CONTRACT DOCUMENTS

##### Agreement (Lump Sum)

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

##### Special Contract Conditions

General Conditions of the Contract for Construction

Payment Bond

Performance Bond

Consent of Surety for Partial Payment Application

Dual 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

Division 01 Specifications - General Requirements

CFTOD Project Specific Safety Plan Requirements

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 S-405 WATER CONTROL STRUCTURE REPAIRS, dated March 6, 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 S-405 WATER CONTROL STRUCTURE REPAIRS, dated March 6, 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") C006631: S-405 Water Control Structure Repairs at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/127265> under Documents.

Specifications contained in this Agreement:

- Specification Section 00850 - List of Drawings and Specifications
- Division 01 Specifications - General Requirements

<b>END OF TABLE OF CONTENTS - PROJECT MANUAL</b>
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**S-405 WATER CONTROL STRUCTURE REPAIRS  
LUMP SUM AGREEMENT**

THIS AGREEMENT, made effective as of May 23, 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 **Carr & Collier Inc.** (herein referred to as the "Contractor"), whose mailing address is 2864 West Main Street, Leesburg, Florida 34748.

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

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid ("ITB") No. C006631 on March 7, 2025 for S-405 Water Control Structure Repairs;

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

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

**Article 1**

**DEFINITIONS: THE CONTRACT DOCUMENTS**

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

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

**Article 2**

**STATEMENT OF THE WORK**

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

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

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

**Article 3**

**OWNER'S REPRESENTATIVE**

3.1. The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Craig Sandt, Principal 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 TLP Engineering Consultants, Inc., whose mailing address is 450 S. Orange Magnolia Avenue, Suite 600, 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 350 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 **320 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 **350 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, TWO HUNDRED THIRTY-SEVEN THOUSAND, SEVEN HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,237,700.00)** (herein referred to as the "Contract Sum") to cover the Contractor's profit and general

overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

#### **Article 7 APPLICATIONS FOR PAYMENT**

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

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

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

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

8.3. 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 achieve Substantial Completion by the date provided in the Contract, 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 **\$1,645.00** for each consecutive calendar day until Substantial Completion is achieved; said sum is agreed upon as a reasonable and proper measure of damages which the 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. The liquidated damages referenced herein may also be assessed and collected against the Surety. 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 [PUBLCRECORDS@OVERSIGHTDISTRICT.ORG](mailto:PUBLCRECORDS@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 THIRTY-SEVEN THOUSAND, SEVEN HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,237,700.00)** 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:  
**CARR & COLLIER INC.**

Signature: \_\_\_\_\_  
*As authorized by the Board of Supervisors*

Print Name: S.C. Kopelousos

Title: District Administrator

Date: May 23, 2025

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

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

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

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

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006631**

I. Project Description

The Project is briefly described as follows:

**Summary of the Work**

The scope of work for the S-405 Water Control Structure Repairs project includes but is not limited to: Maintenance of Traffic ("MOT")/Temporary Traffic Control ("TTC"), erosion and turbidity control, dewatering, stop log and cofferdam installation, stop log storage frame construction, removal and replacement of the amil gate, repair of the existing water control structure, embankment shore repairs & rip rap work, and joint/crack repairs of concrete flumes.

Work that can take place during the wet season (approximately June 1st through November 1st) includes:

- Preparing and installing an approved erosion and turbidity control plan.
- Preparing dewatering pumping plan.
- Measuring for new frame and amil gate.
- Installing new frame and measuring for stop logs and screens.
- Ordering and installing stop logs and cofferdam system.
- Testing new stop log and cofferdam system.
- Building stop log/screen storage frame for use in storing stop logs/screens nearby when not in use.
- Performing embankment shore repairs upstream and rip rap and shore repairs downstream of water control structure (Refer to SA-08 - Laydown & Rubble Riprap & Cofferdam).
- Remove and replace all joint material within the concrete flumes both upstream and downstream of the structure and seal any cracks. Approximate lengths: upstream = 82.6' and downstream = 91.2'. Contractor shall use a flexible epoxy joint sealer that is approved on the FDOT APL list.

Work that shall take place during the dry season (approximately November 1st through June 1st) includes:

- Setting up approved dewatering pumping bypass plan.
- Installing stop logs.
- Replacing the existing amil gate (automatic water control structure) and repairing all damage to the water control structure S-405, as indicated in the plans and specifications.
- Balancing gate in coordination with CFTOD staff and verifying final balance with Waterman. Counter-balance weight may vary.
- Remove bypass, remove stop logs, and install trash screens.

Contractor shall complete the project based on the Drawings, Specifications and Project documents.

**Contractor Permits & Approvals**

Contractor shall obtain:

- SWPPP Permit
- Dewatering Permit
- Oversized Haul Route Permit
- Traffic Control Plan (S&S TTC/MOT Plans)
- Contact 811 to have all existing underground utilities located.

**Project Coordination**

- CM – CFTOD Construction Management
  - CFTOD Planning & Engineering (Plan Review & General Oversight)
  - Field Inspections – CEI Consultant (TBD)
  - EOR - TLP Engineering Consultants, Inc.
  - WDW Transportation/Operations
  - Reedy Creek Energy Services ("RCES")

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006631**

**TTC/MOT Coordination**

1. The Contractor is required to have an Advanced TTC/MOT Certified individual on staff performing site inspections at all times, of which shall submit daily inspection reports to the Owners Representative.
2. The Contractor shall hire a professional engineer licensed to do business in the State of Florida to provide a certified TTC/MOT individual plan prior to applying for the required permits from the Owner's Representative.
3. Due to the high guest traffic within the project area, weekly MOT coordination meetings are held to communicate lane closure requests, adjacent contractors, Disney event schedules, and coordinate between multiple resorts.

**Utility Coordination**

1. Coordinate all utility construction efforts with the utility owners - Reedy Creek Energy Services ("RCES"), if necessary.
2. RCES will inspect all of their maintained utilities with CFTOD's oversight.
3. RCES will also require 72 hour notice and planning when working around their existing utilities. Other utility owners may include, CFTOD Traffic Fiber, Smart City Telecom, and Disney Fiber Optic.
4. Do not begin excavating until you have been notified by Sunshine 811 that all public utility locators (RCES/CFTOD, Smart City, TECO/Peoples Gas, Duke Energy, Spectrum, etc.) have responded to the locate request.

**Appearance of Construction Site**

1. The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices.
2. Contractors and Subcontractors at the completion of work each day will return all equipment and unused material to their assigned storage area.

**Work Restrictions/Constraints**

1. The Contractor shall maintain access to through traffic at all times.
2. As noted in the Summary of Work, the scope of work that would utilize the stop logs/cofferdam and involve diverting the water control structure by pumping, shall be performed during the yearly dry season (approximately from November 1st through June 1st).
3. Special events may occur throughout the year that may require the Contractor to accommodate (runDisney, etc.).
4. Reedy Creek Energy Services ("RCES") places moratoriums restricting work near critical utilities during the following Holiday periods:
  - Christmas through New Years
  - Easter/Spring Break
  - Memorial Day
  - July 4th
  - Labor Day
  - Thanksgiving

Work activities during these time periods shall be vetted through RCES. Time periods and durations of such may differ depending on what day the Holidays actually fall on.

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006631**

**Laydown Yard/Employee Parking**

1. Transportation for workers to the Job Site shall be the Contractor's responsibility. No POV's shall be parked within project limits.
2. The designated laydown yard and employee parking area is anticipated to be within the vicinity of the Project Site. The exact location of the laydown yard area shall be coordinated with and approved by CFTOD CM, prior to mobilization.
3. Access shall be maintained at all times for vehicles to pass and access levies during the duration of the project.



**Clarifications**

1. Trash screens: Contractor shall assume all new material and fabrication. Existing fabrication drawings are not available as it relates to the trash screens.
2. Regarding S-004 and BX-2: The C 10x15.3 may be field-welded to the W12x79 to provide reasonable shipping. The C 10x15.3 is welded to the existing 12" x 6" plate in the existing stop log guide. See sheet BX-8 "Catwalk Ends".
3. Regarding field welding: All costs associated with the stop log NDT welds and QA are included within the stop log LS line item. All testing should be performed and reported in accordance with FDOT specifications.
4. As this project is a rehabilitation of an existing water control structure, a project specific geotechnical report is not available. If Contractor is looking for general information regarding the existing soil at the site, the NRCS soil survey is available online.
5. The Golden Harvest GH-9000 US 314 gate cannot be used in lieu of the Waterman C-21 gate.
6. All submittals shall comply with Specification Section 01330 - Submittal Procedures.

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006631**

**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 S-405 WATER CONTROL STRUCTURE REPAIRS, dated March 6, 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 S-405 WATER CONTROL STRUCTURE REPAIRS, dated March 6, 2025. All specifications 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 and download under the Invitation to Bid ("ITB") C006631: S-405 Water Control Structure Repairs at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/127265> under Documents.
  - Specification Section 00850 - List of Drawings and Specifications
  - Division 01 Specifications - General Requirements
- D. This Exhibit A, Project Description and List of Contract Documents, 4 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, including Attachment 1, Schedules of Hourly Wage & Contractor-Owned Equipment Rates, 4 pages
- 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, 3 pages
- L. Performance Bond, 3 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
- U. Specification Section 00850 - List of Drawings and Specifications, 3 pages
- V. Division 01 Specifications - General Requirements, 116 pages
- W. CFTOD Project Specific Safety Plan Requirements, 3 pages

**End of Exhibit A**

**EXHIBIT B**  
**PROJECT MILESTONE SCHEDULE**  
**Contract No.: C006631**

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	320 Days from Notice-to-Proceed
Final Completion	Day 320	350 Days from Notice-to-Proceed

**End of Exhibit B**



**EXHIBIT C**  
**RECAP OF CONTRACT SUM**  
**Contract No.: C006631**

The Contract Sum is based on the Contractor's proposed Base Bid Not-to-Exceed Amount of **\$2,237,700.00** which includes Allowance No.1 for Secondary Utility Locating Service in the amount of \$10,000.

Item	Description	Unit	Qty	Unit Price	Total
<b>GENERAL CONDITIONS</b>					
1	Permits and Fees	LS	1	\$15,000.00	\$15,000.00
2	Performance and Payment Bonds	LS	1	\$27,000.00	\$27,000.00
3	Project Management	MO	12	\$1,000.00	\$12,000.00
4	Monthly Schedule Updates	MO	12	\$100.00	\$1,200.00
5	Submittals and Shop Drawings	LS	1	\$20,000.00	\$20,000.00
6	Daily Reporting	MO	12	\$50.00	\$600.00
7	Mobilization and Demobilization	LS	1	\$210,900.00	\$210,900.00
8	Field Coordination and Layout	MO	12	\$500.00	\$6,000.00
9	Erosion and Sedimentation Control	LS	1	\$32,000.00	\$32,000.00
10	Dewatering (Temp Sheet Pile, Bypass Pump, Temporary Water Level Gauge, etc.)	LS	1	\$652,000.00	\$652,000.00
11	Site Stabilization	LS	1	\$11,000.00	\$11,000.00
12	Maintenance of Traffic ("MOT")	LS	1	\$13,000.00	\$13,000.00
13	As-Builts	LS	1	\$5,000.00	\$5,000.00
<b>General Conditions Subtotal</b>					<b>\$1,005,700.00</b>
<b>STORMWATER STRUCTURE</b>					
14	Furnish & Install New Stop Logs/Trash Screens Assembly	LS	1	\$550,000.00	\$550,000.00
15	Design, Furnish & Install New Storage Frame for Stop Logs	LS	1	\$20,000.00	\$20,000.00
16	Rip Rap & Shore Embankment Repairs	LS	1	\$15,000.00	\$15,000.00
17	Furnish & Install New Amil Gate (Automatic Water Control Structure, & Ballast weight)	LS	1	\$600,000.00	\$600,000.00
18	S-405 Water Control Structure Repairs (remove & replace support grout pockets and area around gate seats, cleaning and coating of structure surface, etc.)	LS	1	\$25,000.00	\$25,000.00
19	Remove & Replace Joint Material of Concrete Flumes	LS	1	\$12,000.00	\$12,000.00
<b>Stormwater Structure Subtotal</b>					<b>\$1,222,000.00</b>
<b>ALLOWANCES</b>					
20	Allowance No.1: Secondary Utility Locating Service	LS	1	\$10,000.00	\$10,000.00
<b>Allowances Subtotal</b>					<b>\$10,000.00</b>
<b>NOT TO EXCEED TOTAL</b>					<b>\$2,237,700.00</b>

**End of Exhibit C**



**EXHIBIT D**  
**PENDING ALTERNATES**  
**Contract No.: C006631**

THERE ARE NO PENDING ALTERNATES

**End of Exhibit D**

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**Contract No.: C006631**

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	\$5.50
2	Double Row Silt Fence	LF	\$11.00
3	Mowing	AC	\$250.00
4	Staked Turbidity Barrier	LF	\$15.25
5	Floating Turbidity Barrier	LF	\$50.00
6	Inlet Protection Device	EA	\$450.00
7	Soil Tracking Prevention Trap (Temporary)	EA	\$5,500.00
8	Artificial Coverings/Roll Erosion Control	SY	\$15.15
9	Power Broom	ED	\$1,025.00
10	Street Sweeper (with Vacuum Pick-up)	ED	\$2,300.55
<b>MOT/TTC</b>			
11	Work Zone Sign	ED	\$2.00
12	Portable Changeable Message Sign, Temp.	ED	\$25.00
13	Arrow Board /Advance Warning Arrow Panel	ED	\$30.00
14	Temp. Barricades - Types I, II, DI, VP, Drum, LC	ED	\$3.50
15	Temp. Barricades – Type III, 6'	ED	\$3.50
16	High Intensity Flash LI, Temp, Type B	ED	\$2.00
17	Traffic Control Off-Duty Law Enforcement Officer	MH	\$175.00
18	Temporary Fencing with Screening	LF	\$39.50
19	MOT Crew & Equipment	ED	\$5,000.00
20	Temporary Paint Striping 6" White, Skip	GM	\$750.00
21	Temporary Paint Striping 6" White, Solid	GM	\$3,000.00
22	Temporary Paint Striping 6" Yellow, Solid	GM	\$3,000.00
23	Temporary Paint Striping 6" Double Yellow, Solid	GM	\$6,000.00
24	Temporary Paint Striping 18" White, Solid	LF	\$3.50
25	Temporary Paint Striping 18" Yellow, Solid	LF	\$3.50
26	Temporary Paint Striping 24" Stop Bars	LF	\$4.50
27	Temporary Paint Striping Arrows	EA	\$200.00
28	Temporary Paint Striping Messages	EA	\$300.00
29	Temporary Paint Striping 6", DOT Guide	LF	\$4.10

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**Contract No.: C006631**

Item	Description	Unit	Unit Price
<b>Earthwork</b>			
30	Clearing & Grubbing	AC	\$21,000.00
31	Regular Excavation	CY	\$29.30
32	Embankment (Off-site source)	CY	\$52.00
33	Unsuitable Soil Removal and Disposal	CY	\$150.00
<b>Stormwater</b>			
34	Riprap, Rubble, F&I Ditch Lining (Granite)	TN	\$250.00
35	Bedding Stone, F&I (Granite)	TN	\$200.00
36	Filter Fabric	SY	\$12.00
37	Concrete Spall Repair	CY	\$600.00
38	Concrete Crack Repair Sealant	LF	\$27.00
39	Concrete Joint Material, Remove and Replace	LF	\$25.00
40	Concrete Coating (Immersion and Non-immersion surfaces, per coating spec.)	SF	\$50.00
41	Ballast Counterweight (Steel)	LB	\$2.50
<b>Landscape</b>			
42	Sod (Bahia)	SY	\$8.50
43	Sod (St. Augustine)	SY	\$10.50

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**ATTACHMENT 1 of EXHIBIT E**  
**SCHEDULES OF HOURLY WAGE RATES AND CONTRACTOR-OWNED EQUIPMENT RATES**  
Contract No.: C006631

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

**A. Hourly Wage Rates:**

Wage rates shall remain in effect through Contract Completion.

<b>Labor Category</b>	<b>Total Straight Time Hourly Wage Rate</b>	<b>Total Overtime Hourly Wage Rate</b>
Project Manager	\$92.35	\$138.53
Superintendent	\$108.10	\$162.15
Foreman	\$89.55	\$134.33
Laborer – Skilled	\$59.50	\$89.25
Laborer - Unskilled	\$53.25	\$72.38

**B. Contractor-owned Equipment Rates:**

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

<b>Equipment Type</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
CAT 308 Excavator (or equivalent)	\$90.41	\$723.28	\$3,978.04	\$15,912.16
CAT 314 Excavator (or equivalent)	\$99.93	\$799.44	\$4,396.92	\$17,587.68
Komatsu 228 Excavator (or equivalent)	\$131.85	\$1,054.80	\$5,801.40	\$23,205.60
Komatsu 300 Excavator (or equivalent)	\$177.10	\$1,416.80	\$7,792.40	\$31,169.60
CAT 908 Loader (or equivalent)	\$61.89	\$495.12	\$2,723.16	\$10,892.64
CAT 924 Loader (or equivalent)	\$77.22	\$617.76	\$3,3973.68	\$13,590.72
CAT 950 Loader (or equivalent)	\$80.25	\$642.00	\$3,531.00	\$14,124.00

ATTACHMENT 1 of EXHIBIT E  
SCHEDULES OF HOURLY WAGE RATES AND CONTRACTOR-OWNED EQUIPMENT RATES  
Contract No.: C006631

Equipment Type	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate
CAT 926 Loader (or equivalent)	\$91.54	\$732.32	\$4,027.76	\$16,111.04
Komatsu D39 Dozer (or equivalent)	\$109.12	\$872.96	\$4,801.28	\$19,205.12
Komatsu D51 Dozer (or equivalent)	\$139.30	\$1,114.40	\$6,129.20	\$24,516.80
Komatsu D61 Dozer (or equivalent)	\$155.87	\$1,246.96	\$6,858.28	\$27,433.12
Tri-axle Dump Truck	\$152.53	\$1,220.24	\$6,711.32	\$26,845.28
RAM 2500 Pick-ups	\$53.30	\$479.70	\$2,345.20	\$9,380.80

**End of Exhibit E, including Attachment 1**

## CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

### SPECIAL CONTRACT CONDITIONS

Contract No.: C006631

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**SPECIAL CONTRACT CONDITIONS**

Contract No.: C006631

June 2023 Edition

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

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

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

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

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

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

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

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

#### VII. ELECTRICAL SAFETY POLICY

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

The Policy is that all electrical work **shall** be performed de-energized as a standard work practice. This Policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-

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subconsultants and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

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

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

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

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

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

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

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

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exposed energized conductor. Only qualified persons and immediately supervised unqualified persons are allowed to cross the limited approach boundary.

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

**VIII. LOCK OUT / TAG OUT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**IX. FALL PROTECTION**

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

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

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

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

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

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

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

Slopes with an angle of measure from horizontal grade that exceed 40° 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

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condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as "out of service" the vehicle shall not to be operated until it has been repaired.

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

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

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

Some 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.



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- f) Ropes/pulleys in good condition (extension ladders).

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

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

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

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

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

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

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

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

## XII. TRENCHING AND EXCAVATION

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

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

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

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

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

## XIII. UTILITY LOCATES

### *Routine Locate Tickets:*

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



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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

*Emergency Locate Tickets:*

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

#### XIV. MOBILE CRANES

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

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

A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems

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

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

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

**XV. HEAVY EQUIPMENT OPERATIONS**

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

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**XVI. DIVING OPERATIONS**

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

The Dive Plan shall include the following:

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

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

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

**XVII. RESERVED.**

**END OF SPECIAL CONTRACT CONDITIONS**

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**ARTICLE 1**  
**DEFINITIONS**

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

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

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

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

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

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

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

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

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

**1.5. SUBCONTRACTOR; SUB-SUBCONTRACTOR.**

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

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

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

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

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

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

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

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

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

**Article 2  
THE CONTRACT DOCUMENTS**

**2.1. EXECUTION, INTENT AND INTERPRETATIONS.**

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

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

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

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



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

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

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

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

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

### **Article 3 OWNER**

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

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

### **Article 4 THE OWNER'S REPRESENTATIVE**

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

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

### **Article 5 CONTRACTOR**

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

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

## 5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

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

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

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

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

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

## 5.3. MATERIALS AND EQUIPMENT.

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

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

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

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

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

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

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

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

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

5.7. **TESTS.**

5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise the Owner in a timely manner (in writing, if practicable) of its readiness and of

the date arranged so that the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified.

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

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

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

## **Article 6 SUBCONTRACTORS**

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

### **6.2. AWARD OF SUBCONTRACTS.**

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

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

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

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

Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract Sum shall be governed by Article 12.

### 6.3. SUBCONTRACTUAL RELATIONS.

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

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

### 6.4. PAYMENTS TO SUBCONTRACTORS.

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

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

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

## **Article 7 SEPARATE CONTRACTS**

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

### 7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

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

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

7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. Any such damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such damage, delay or interference, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

7.2.4. Should any Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present to such Separate Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against such Separate Contractor prior to the institution of litigation or other proceedings against such Separate Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. In no event shall the Contractor seek to recover from the Owner, the Owner's Representative or the Architect/Engineer, and the Contractor hereby represents that it will not seek to recover from them, any costs, expenses or losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused or allegedly caused by any Separate Contractor.

7.2.5. If a dispute arises between the Contractor and any Separate Contractor as to the responsibility for cleaning as required by the Contract Documents, the Owner may clean and charge the cost thereof to the responsible contractor, or apportion it among the several responsible contractors, as the Owner shall determine to be just.

## **Article 8**

### **TIME**

#### **8.1. DEFINITIONS.**

8.1.1. Whenever the word "day" is used in the Contract Documents, it shall mean a calendar day unless otherwise specifically provided.

8.1.2. The Date of Commencement of the Work is the date established in a written notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established by the Owner in writing.

8.1.3. The Date of Substantial Completion of the Work (or "Substantial Completion") is the date, certified by the Owner, when all construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

## 8.2. PROGRESS AND COMPLETION; SCHEDULING.

8.2.1. All times and dates stated in the Contract Documents including, without limitation, those for the Commencement, prosecution, Milestones, Substantial Completion and final completion of the Work and for the delivery and installation of materials and equipment, are of the essence of the Contract.

8.2.2. The Contractor shall begin the Work on the Date of Commencement and shall perform the Work diligently, expeditiously and with adequate resources so as to meet all Milestones and complete all the Work within the Contract Time. The scheduling of the Work shall be performed and monitored by the Contractor utilizing a method to be chosen by the Owner. The Contractor (and its Subcontractors, if the Owner requires) shall furnish all scheduling information requested by the Owner (in such form and detail as requested for the particular portion of the Work; herein referred to as the "Schedule" or "Schedules") within two (2) weeks of the Owner's request, shall revise the same from time to time thereafter when so requested by the Owner, and shall attend such meetings concerning scheduling as the Owner may call from time to time. The Contractor shall comply with any Schedule or Schedules established by it and approved by the Owner, or established by the Owner with respect to the Commencement, performance, Milestones or completion of the whole or various portions of the Work. With respect to any portion of the Work for which a Schedule has not been established, the Contractor shall commence such portion of the Work within three (3) days of the date on which the Owner directs such commencement and shall thereafter prosecute and complete the same with all due diligence or as otherwise directed by the Owner. Neither the scheduling information submitted by the Contractor or its Subcontractors, the acceptance or approval thereof by the Owner nor the establishment or implementation of, or failure to establish or implement, Schedules by the Owner shall relieve the Contractor of its obligation to perform and complete the Work in a timely manner or to otherwise perform in accordance with the Contract Documents.

8.2.3. Float or slack time associated with any one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as set forth in an approved Schedule for the Work (assuming the critical path method is used), including any revisions or updates thereto. Float or slack time is not for the exclusive use or benefit of either the Owner or the Contractor. However, if float time associated with any chain of activities is expended but not exceeded by any actions attributable to the Owner, the Contractor shall not be entitled to an extension in the Contract Time.

## 8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

8.3.1. The time during which the Contractor is delayed in the performance of the Work by the acts or omissions of the Owner, the Owner's Representative, acts of God, unusually severe and abnormal climatic conditions or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for such delays shall be considered unless made in accordance with Paragraph 13.1.

8.3.2. The Owner and the Owner's Representative shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against them, on account of, any damages, costs or expenses of any nature whatsoever which the Contractor, its Subcontractors or Sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the Owner, or any of the events referred to in Subparagraph 8.3.1. above, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time, but only if claim is properly made in accordance with the provisions of Paragraph 13.1.

8.3.3. Whenever, in the opinion of the Owner, the Work falls behind Schedule due to the fault of the Contractor, the Contractor shall, to the extent necessary to meet said Schedule, increase its labor force and/or provide overtime, extra shifts, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from the Owner. Further, the Owner shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs the Owner may incur as a direct result of said increase in labor force or overtime, extra shifts, Saturday, Sunday and/or holiday work.

8.3.4. The Owner may, in its sole discretion and for any reason, direct the Contractor to accelerate the Schedule of performance by providing overtime, extra shifts, Saturday, Sunday and/or holiday work and/or by having all or any Subcontractors or Sub-subcontractors designated by the Owner provide overtime, extra shifts, Saturday, Sunday and/or holiday work.

8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the

Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts)).

8.3.4.2. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by a Subcontractor pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Subcontractor for the premium time (or shift differential for any extra shifts) of all labor utilized in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time cost of such labor), together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time.

8.3.4.3. Anything in the foregoing to the contrary notwithstanding, should the Owner's direction to the Contractor to accelerate the Schedule of performance pursuant to this Subparagraph 8.3.4. require the Contractor's or a Subcontractor's forces to work in excess of fifty (50) hours per week for a period in excess of four (4) consecutive weeks, the Owner shall pay to the Contractor, for each consecutive week after the fourth consecutive week in which the same forces are required to work in excess of fifty (50) hours, an additional amount equivalent to ten percent (10%) of the gross wages of Job Site labor, less payroll costs as defined in Subparagraph 12.2.1., paid to such forces on account of such overtime, Saturday, Sunday or holiday work pursuant to this Subparagraph 8.3.4. Such acceleration shall be referred to as "Extended Acceleration", and the payment described herein shall be the sole and exclusive remedy for such Extended Acceleration including, without limitation, all inefficiencies, impacts, added supervision and overhead, ripple effect or any other costs or expenses of any kind. Anything in this Subparagraph 8.3.4.3. to the contrary notwithstanding, the Owner shall have no obligation to make payments on account of overtime, Saturday, Sunday or holiday work ordered pursuant hereto unless: (a) the Contractor shall submit to the Owner, for the Owner's review and approval, duly authenticated time tickets evidencing the hours of overtime, Saturday, Sunday or holiday work performed pursuant to this Subparagraph 8.3.4.3. by the end of the day on which performed and recapped in summary form; and (b) the Contractor shall include with its request for reimbursement a duplicate of each of the foregoing time tickets and such other substantiation of costs reimbursable hereunder as the Owner may require. If overtime, extra shifts, Saturday, Sunday or holiday work is performed in part pursuant to Subparagraph 8.3.3. and in part pursuant to this Subparagraph 8.3.4.3., the provisions of this Subparagraph 8.3.4.3. calling for payments by the Owner on account thereof shall only apply to such work performed pursuant to this Subparagraph 8.3.4.3.

8.4. TEMPORARY SUSPENSION OF WORK. The Owner shall have the authority to suspend the Work, in whole or in part, for such periods and such reasons as it may deem necessary or desirable, in its sole discretion including, without limitation: (a) unsuitable weather; (b) other conditions considered unfavorable for the suitable prosecution of the Work; (c) special events; and/or (d) other conditions considered adverse to the best interests of the Owner. Any such suspension shall be in writing to the Contractor. The Contractor shall immediately obey such orders of the Owner and shall not resume the Work until so ordered in writing by the Owner. No such temporary suspension of the Work, for periods of time up to thirty (30) consecutive days, shall be the basis of a claim by the Contractor for any increase in the Contract Sum or for any other damages, losses, costs or expenses whatsoever, all of which claims the Contractor hereby expressly waives. The Contractor shall be entitled to an extension of the Contract Time not to exceed the length of time that the Work was suspended provided the claim is submitted in accordance with Paragraph 13.1. and the suspension is not due to an act or omission of the Contractor, any Subcontractor or Sub-subcontractor.

## **Article 9 PAYMENTS AND COMPLETION**

### **9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.**

9.1.1. The "Payment Application Date" shall be that day of each calendar month designated in the Agreement when the Contractor shall deliver the "Application for Payment," as hereinafter defined, to the Owner.

9.1.2. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the Owner in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor



thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.

9.1.3. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the Owner, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Job Site; or (b) the tender of payment of the applicable Application for Payment by the Owner to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the Owner as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.

## 9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

9.2.1. If the Contractor has submitted an Application for Payment in the manner prescribed in the Contract Documents, the Owner shall, with reasonable promptness, approve the same (or such portions thereof covering amounts it determines to be properly due) or shall state in writing its reasons for withholding its approval (whether of all or a part).

9.2.2. The Owner's approval of an Application for Payment shall not constitute a representation by the Owner that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Payment by the Owner be deemed a representation by the Owner: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Job Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.

9.2.3. No approval of an Application for Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Payment by the Owner, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.

9.2.4. Subject to the Owner's rights to offset or withhold as set forth in these General Conditions, after the Owner has approved an Application for Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Contract Documents.

## 9.3. PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK.

9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.

9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall cooperate with the Owner to facilitate any such direct

payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.

#### 9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

9.4.1. At such time as the Contractor deems the Work to be Substantially Complete, the Contractor shall so notify the Owner and prepare and submit to the Owner a list of items to be completed and/or corrected and its final bill, including itemized projected amounts for any portions of the Work not yet completed. The failure to include any items on such list shall not alter the responsibility of the Contractor to complete and/or correct the Work in accordance with the Contract Documents. When the Owner, on the basis of an inspection, confirms the notification from the Contractor that the Work is Substantially Completed or, without being notified by the Contractor, determines that the Work is Substantially Completed, it shall prepare and deliver to the Contractor a Certificate of Substantial Completion which may state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance and it shall, within twenty (20) days from the date of the Certificate of Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, which sets forth those items determined by the Owner to require completion or correction, as applicable, and fix the time within which the Contractor shall complete or correct the items listed and complete all obligations required by the Contract Documents and submit to the Owner all documents and other matters required by the Contract Documents to be submitted by the Contractor upon completion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs, claims or fees for any outstanding Change Orders, or any other matter which the Contractor has not previously waived pursuant to the General Conditions, and itemized projections for any incomplete Work), and the Contractor shall be deemed conclusively to have waived the right to payment of any such item, fee or cost of any kind not billed to the Owner within thirty (30) days of delivery to the Contractor of the Certificate of Substantial Completion. The issuance of the Certificate of Substantial Completion shall not constitute a waiver of any rights of the Owner, including without limitation the right to those retainages permitted by the Contract Documents. If the Contractor does not complete and/or correct the items listed in the Punch List within the time fixed therein, the Owner shall have the right to accomplish the same and offset all costs thereof against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner. The Owner's decision as to the Date of Substantial Completion shall be final and binding.

9.4.2. Within a reasonable time following the Owner's receipt of written notification from the Contractor that the Work is ready for final inspection and acceptance and that the Contractor has completed all items set forth on the Punch List, including, delivery of the final Application for Payment, the Owner shall make such inspection and, when the Work is found to be acceptable under the Contract Documents and the Contract fully performed, shall certify completion of the Punch List, including approval of the final Application for Payment; provided, however, Owner shall not be required to certify completion of the Punch List and, therefore, neither final payment nor any retainage shall become due, until the Contractor submits to the Owner: (a) an affidavit, in a form approved by the Owner, that all payrolls, bills for materials and equipment and other indebtednesses connected with the Work for which the Owner or its property might in any way be responsible have been paid in full or otherwise satisfied; (b) consent of sureties, if any, to final payment; (c) all Contract Documents (except one set thereof to be retained by the Contractor), including, without limitation, a completed set of as-builts and record documents (as defined in and to the extent required by the Specifications); (d) such other data as the Owner may require establishing payment or satisfaction of all obligations of the Contractor in connection with the Work including, without limitation, receipt of final satisfaction and releases and waivers of lien and releases of any and all claims by the Contractor, Subcontractors and Sub-subcontractors, conforming in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto) and evidencing performance of the Work in accordance with the Contract Documents; (e) a release of the Owner and its insurers from and against any claims under the insurance required to be provided by the Owner hereunder (except to the extent of any claims theretofore timely filed which are owing but unpaid) and a release of the Owner from and against any claims between the Contractor and a separate contractor; (f) any governmental certificates required by the Contract Documents or otherwise to evidence compliance of the Contractor and the Work with applicable laws, ordinances, rules, codes, regulations and the Contract Documents; and (g) warranties, guarantees, assignments thereof, and maintenance or other manuals, required by the Specifications in the forms approved by the Owner, in favor of the Owner and such other persons as the Owner may direct (notwithstanding the foregoing, by execution of the Agreement, the Contractor

shall be deemed to have guaranteed to the Owner the matters contained in the attached form of guarantee incorporated by reference into the Agreement); and (h) a fully and properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.

9.4.3. The making of final payment shall not constitute a waiver of any claims or rights by the Owner.

9.4.4. The acceptance of final payment shall constitute a waiver of all claims by the Contractor and shall constitute a general release of the Owner, the Owner's Representative and the Architect/Engineer by the Contractor.

9.4.5. If any Subcontractor or Sub-subcontractor refuses to furnish any release, satisfaction or waiver of lien required at any time by the Owner under Paragraphs 9.1., 9.3. or 9.4., or files a claim of lien against the Owner's property, the Contractor shall, if requested by the Owner and at the Contractor's expense, furnish a bond (separate and apart from any other bond provided by the Contractor hereunder) satisfactory to the Owner to exempt the Owner and its property from and against any such lien. The Contractor authorizes the Owner, and shall cause its Subcontractors and Sub-subcontractors to authorize the Owner, to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner's property, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse the Owner on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

#### 9.5. BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.

9.5.1. The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project or equipment at any time prior to completion of the Work upon two (2) days written notice to the Contractor (referred to herein as "Beneficial Occupancy"). The Owner shall use its best efforts to prevent such occupancy from interfering with the performance of the remaining Work; provided, however, that the Owner shall not be liable for any delays or additional costs of any nature caused by such occupancy.

9.5.2. Beneficial Occupancy shall not constitute acceptance by the Owner or the Owner's Representative of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed to be the equivalent of completion of the Work, shall not relieve the Contractor from its obligation to complete the Punch List, and shall not entitle the Contractor to any increase in the Contract Sum.

9.5.3. Anything in this Paragraph 9.5. to the contrary notwithstanding, the Owner may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and shall prepare and deliver to the Contractor a Certificate of Partial Substantial Completion for such portion of the Work. The Owner shall, within twenty (20) days from the date of the Certificate of Partial Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, and, upon the Contractor's timely completion or correction of the items on the Punch List and the Owner's approval thereof, accept that portion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List, shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The provisions of Paragraph 9.4., except as they relate to the Contractor's obligations to complete or correct the Work in accordance with the Contract Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.

### **Article 10 PROTECTION OF PERSONS AND PROPERTY**

#### 10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.

10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-

substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

10.1.2. All Work, whether performed by the Contractor, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

10.1.3. The Contractor shall designate a responsible member of its organization at the Job Site as the Project Safety Officer, whose duties it shall be to enforce the Contractor's safety and anti-substance abuse programs, to assure compliance with Subparagraph 10.1.2 and to prevent accidents. This person shall be the Contractor's Project Manager unless otherwise designated in writing by the Contractor and approved by the Owner. The Contractor shall further cause each of its Subcontractors and Sub-subcontractors to designate a responsible supervisory representative to assist the Contractor's Project Safety Officer Representative in the performance of his or her duties as aforesaid.

10.1.4. Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

10.1.5. The Contractor shall provide to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.

10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

10.1.7. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

## 10.2. PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS.

10.2.1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards. The Owner may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal security program. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities.

10.2.2. Until final acceptance of the Work by the Owner pursuant to Paragraph 9.4. (unless and to the extent otherwise set forth in a Certificate of Substantial Completion), the Contractor shall have full and complete charge and care of and, except as otherwise provided in this Subparagraph 10.2.2., shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever. The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration: (a) is directly due to errors in the Contract Documents which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence; (b) is caused by the Owner (unless (i) the Contractor has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (ii) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (iii) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder); or (c) is caused by a hazard against which the Owner is required to insure under the provisions of Article 11 hereof; provided, however, that if the loss, injury or damage would not have occurred but for the negligent act or omission of the Contractor, any of its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the rebuilding, repair or restoration shall be at the Contractor's cost and expense to the extent of the deductible on said insurance.

10.3.SURFACE OR SUBSURFACE WATER. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be submitted to the Owner for its prior written approval. All such work shall be done at the sole expense of the Contractor.

10.4.EMERGENCIES. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss or to remedy said violation, whichever is applicable, failing which the Owner may immediately take whatever action it deems necessary, including, but not limited to, suspending the Work as provided in Paragraph 8.4. Any failure by the Contractor to so act or so remedy a violation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure to act or remedy a violation, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in Article 13.

10.5.CLEANUP. The Contractor shall at all times keep the Job Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by his performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Job Site and the Project. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the Job Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor. The Contractor shall notify the Owner in advance of the generation, importation, storage, transportation or

disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project.

10.6.OWNER'S STANDARDS. The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

## Article 11 INSURANCE

11.1. COMMERCIAL INSURANCE/INDEMNIFICATION. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of **\$1,000,000** per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of **\$1,000,000** per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of **\$1,000,000** per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least **\$1,000,000** per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.

Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

- A. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner 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 INSURED.** Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- D. **WAIVERS.** The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- E. **CLAIMS.** The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- 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
---



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
PAYMENT BOND**

---

**OWNER:**

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

**CONTRACTOR:**

CARR & COLLIER INC.  
2864 West Main Street  
Winter Park, FL 32789 (hereinafter "Contractor")

**SURETY:**

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

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

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

(hereinafter "Surety")

**CONTRACT:**

Date: May 23, 2025  
Contract No. C006631  
Project: S-405 WATER CONTROL STRUCTURE REPAIRS

Legal Description or Street Address of Project: Refer to Attachment A for location of Project.

Contract Sum: TWO MILLION, TWO HUNDRED THIRTY-SEVEN THOUSAND, SEVEN HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,237,700.00) (hereinafter "Contract")

**BOND:**

Date: May 23, 2025  
Amount: TWO MILLION, TWO HUNDRED THIRTY-SEVEN THOUSAND, SEVEN HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,237,700.00) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, to pay for labor, material, services, utilities, equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor promptly makes full payment to all Claimants, as hereinafter defined, for all labor, material, services, utilities and equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of

the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.

4. The Surety and the Contractor further agree that this bond shall inure to the benefit of, and may be sued directly upon by, any Claimant furnishing labor, materials, services, utilities or equipment or any other item for which a construction lien could be claimed if Ch. 713, Florida Statutes applied to this Project.
5. "Claimant" shall mean for purposes hereof all persons, firms, partnerships, corporations or other entities that would be entitled to claim a construction lien if Ch. 713, Florida Statutes applied to this Project.
6. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
7. The sum of this Payment Bond is in addition to the sum of the Performance Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

**CONTRACTOR:**  
CARR & COLLIER INC.

**SURETY:**

[SEAL]

[SEAL]

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

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

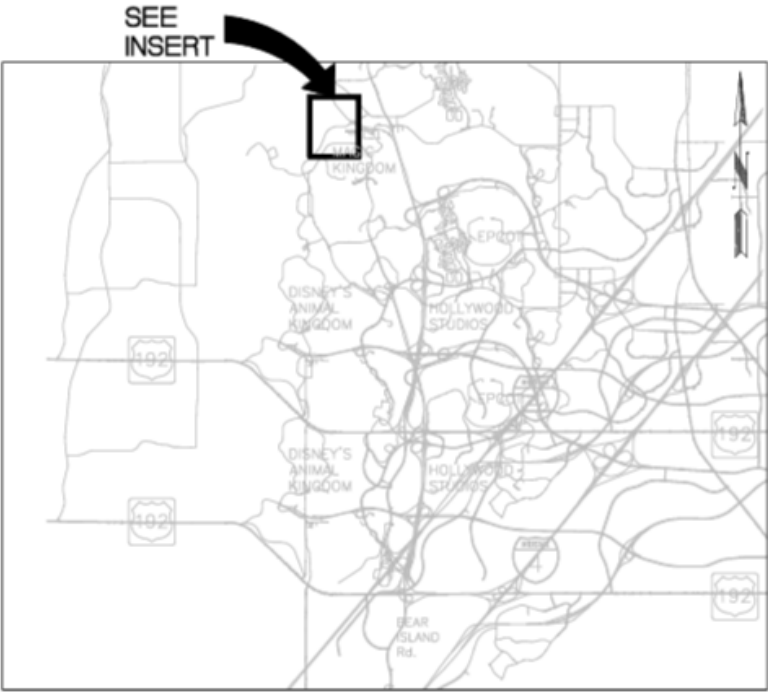
Print Name: \_\_\_\_\_

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

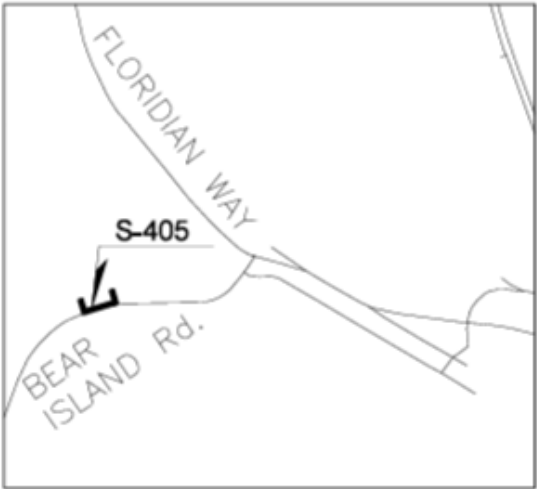
Title: \_\_\_\_\_

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

Attachment A – Project Location



**VICINITY MAP**  
N.T.S.



**INSERT**  
N.T.S.

**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:**

CARR & COLLIER INC.  
2864 West Main Street  
Winter Park, FL 32789 (hereinafter "Contractor")

**SURETY:**

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

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

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

**CONTRACT:**

Date: May 23, 2025  
Contract No. C006631  
Project: S-405 WATER CONTROL STRUCTURE REPAIRS

Legal Description or Street Address of Project Refer to Attachment A for location of Project.

Contract Sum: TWO MILLION, TWO HUNDRED THIRTY-SEVEN THOUSAND, SEVEN HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,237,700.00) (hereinafter "Contract")

**BOND:**

Date: May 23, 2025  
Amount: TWO MILLION, TWO HUNDRED THIRTY-SEVEN THOUSAND, SEVEN HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$2,237,700.00) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, for the performance of the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor fully performs the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety further agrees that whenever the Contractor shall be, and is declared by Owner to be, in default under or in breach of the Contract (which shall include without limitation any breach by the Contractor of any of the provisions of the Contract) the Surety shall promptly remedy the default or breach and undertake to perform and complete the Contract in accordance with its terms and

conditions. The Surety's obligations include, but are not limited to, (i) the responsibilities of the Contractor for correction of defective work, completion of the Contract and fulfillment of warranty obligations, (ii) additional legal, design professional and delay costs resulting from the Contractor's default or breach or from the Surety's failure to act as required under this paragraph, and (iii) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or the Surety. The Surety shall fully indemnify and hold harmless the Owner from all costs, damages, and expenses (including attorneys' fees), which the Owner may incur as a result of the Surety's failure to act as required under this paragraph.

4. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.
5. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
6. The sum of this Performance Bond is in addition to the sum of the Payment Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

**CONTRACTOR:**  
CARR & COLLIER INC.

**SURETY:**

[SEAL]

[SEAL]

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

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

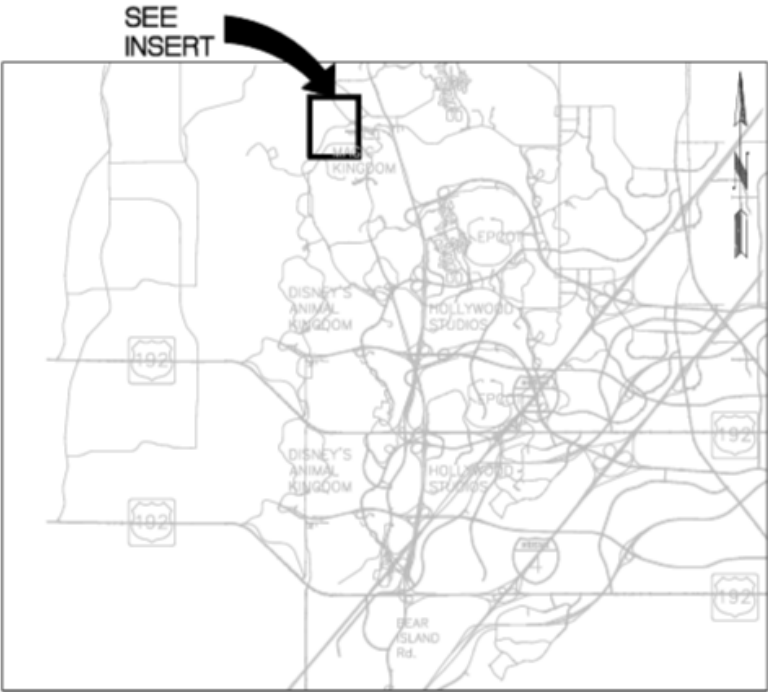
Print Name: \_\_\_\_\_

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

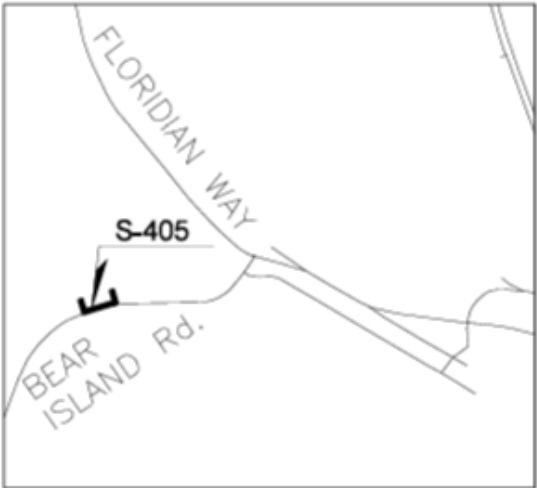
Title: \_\_\_\_\_

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

Attachment A – Project Location



**VICINITY MAP**  
N.T.S.



**INSERT**  
N.T.S.

**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 # C006631  
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: **Carr & Collier Inc.**

By \_\_\_\_\_

**Surety**

By \_\_\_\_\_



## CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: CARR & COLLIER INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No.: C006631, dated May 23, 2025, for S-405 WATER CONTROL STRUCTURE REPAIRS.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to, or claimed by, all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of liens and waivers of claims through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Contractor: **Carr & Collier Inc.**

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

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

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

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

Page 2 of 2

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

From: CARR & COLLIER INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006631, dated May 23, 2025, between CENTRAL FLORIDA TOURISM DISTRICT and CARR & COLLIER INC.

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

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

Please initial: \_\_\_\_\_  
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: C006631

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

PROJECT: **S-405 WATER CONTROL STRUCTURE REPAIRS**

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

CONTRACTOR: Carr & Collier Inc.

ATTACHMENTS:

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

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

The following is applicable to this Directive as marked:

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

Approved:

Recommended for Approval:

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

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

Accepted:

\_\_\_\_\_  
Contractor: Carr & Collier Inc.      Date

Copy: Contract File

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

Owner's Project Manager: Craig Sandt

*Directive*

PROJECT: S-405 WATER CONTROL STRUCTURE REPAIRS

CONTRACTOR: Carr & Collier Inc.  
2864 West Main Street  
Winter Park, FL 32789

CONTRACT NO. C006631

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>\$2,237,700.00</u>
2.	Total net change by previous Change Orders	<u>«Prior Revisions Fee Amount»</u>
3.	Contract Sum prior to this Change Order	<u>«Prior Contract Sum Amount»</u>
4.	Contract Sum will be adjusted with this Change Order	<u>«Fee Amount»</u>
5.	Adjusted Contract Sum including this Change Order	<u>«Total Contract Fee Amount»</u>
6.	Original Contract Time	<u>«Original Completion Date»</u>
7.	Contract Time prior to this Change Order	<u>«Prior Completion Date»</u>
8.	Adjustment in Contract Time by this Change Order	<u>«Extended Days» days</u>
9.	Adjusted Contract Time including this Change Order	<u>«Current Completion Date»</u>

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

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

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

OWNER  
**CENTRAL FLORIDA TOURISM OVERSIGHT  
DISTRICT**

CONTRACTOR  
**CARR & COLLIER INC.**

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

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

Print Name: S.C. Kopelousos

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

Title: District Administrator

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

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

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

CONTRACT NUMBER: C006631  
CHANGE ORDER NO. « Change Order\_Number»  
Page 2

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EXHIBIT A

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

Sample

Please initial:

\_\_\_\_\_  
Contractor

PROJECT: S-405 WATER CONTROL STRUCTURE REPAIRS

CONTRACT NUMBER: C006631

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>\$2,237,700.00</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. C006631 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 its knowledge, there are no outstanding claims against Contractor, its Subcontractors or Sub-subcontractors, by Separate Contractors or their Subcontractors or Sub-

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

*Closeout Change Order*

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:  
**CARR & COLLIER INC.**

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

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

Print Name: S.C. Kopelousos

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

Title: District Administrator

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

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

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



CONTRACTOR: Carr & Collier Inc.  
CONTRACT NUMBER: C006631  
CHANGE ORDER NO. (Insert C.O. Number)

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GENERAL RELEASE

Attachment A

CONTRACT NO. C006631

FOR AND IN CONSIDERATION OF THE SUM OF \$\_\_\_\_\_ (Insert Amount of Final Payment, including all retainage withheld), as FINAL PAYMENT, the receipt and adequacy of which is hereby acknowledged, CARR & COLLIER INC., the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated May 23, 2025, Contract No. C006631, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and CARR & COLLIER INC. and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

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

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

Attested on this date \_\_\_\_\_.

\_\_\_\_\_  
Carr & Collier Inc.

(Contractor)

\_\_\_\_\_  
Signature

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

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

CONTRACTOR: Carr & Collier Inc.  
CONTRACT NUMBER: C006631  
CHANGE ORDER NO. (Insert C.O. Number)

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CONTRACTOR'S AFFIDAVIT

Attachment B  
Page 1

From: CARR & COLLIER INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. C006631, dated May 23, 2025, for the S-405 WATER CONTROL STRUCTURE REPAIRS project.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

\_\_\_\_\_  
Carr & Collier Inc.  
(Contractor)

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

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

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

CONTRACTOR: Carr & Collier Inc.  
CONTRACT NUMBER: C006631  
CHANGE ORDER NO. (Insert C.O. Number)

---

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment B  
Page 2

Date: (Insert Date)

From: CARR & COLLIER INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006631, dated May 23, 2025, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and CARR & COLLIER INC.

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

NAME

AMOUNT DUE AND OWING

OTHER

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

CONTRACTOR: Carr & Collier Inc.  
CONTRACT NUMBER: C006631  
CHANGE ORDER NO. (Insert C.O. Number)

---

Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Carr & Collier Inc.

CONTRACT NO. C006631

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

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

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

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

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

CONTRACTOR: Carr & Collier Inc.  
CONTRACT NUMBER: C006631  
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: C006631

Project: S-405 WATER CONTROL STRUCTURE REPAIRS

In further consideration of the above-referenced Contract and pursuant to the provisions thereof, the undersigned hereby guarantees to the Owner, its successors and assigns, that all Work, as defined in the Contract Documents, whether performed or caused to be performed by the undersigned, shall be free from any defects in workmanship, materials and/or equipment and shall be in strict compliance with the Contract Documents. If, within a period of one (1) year from the date of acceptance of the Work by the Owner (or such longer period of time as may be prescribed by law or otherwise specified in the Contract Documents), the Work or any portion thereof shall prove to be defective in workmanship, material and/or equipment, or in any way not in strict compliance with the Contract Documents, then the undersigned shall repair and/or, at the option of the Owner, replace at its own cost and expense all such defective or non-complying Work, together with any adjacent structures or facilities which have been displaced or damaged by so doing or which have been damaged as a result of any defect in workmanship, material and/or equipment or the failure of the Work to comply with the Contract Documents. Such repairs and/or replacements shall be performed in accordance with all terms, conditions, covenants and provisions of the Contract Documents pursuant to which the Work was performed in the first instance, except that such repairs and/or replacements shall be without cost to the Owner, its successors or assigns.

Should the undersigned fail to perform its said repair and/or replacement obligations promptly after being given notice of its breach of this Guarantee, then the Owner may perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof, at Owner's option; provided, however, that if, in the sole judgment of the Owner, an emergency exists as a result of any such defective or non-complying Work which, in the Owner's opinion, requires more immediate corrective action than the undersigned is able to provide, then the Owner may, without notice to the undersigned, perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof.

\_\_\_\_\_  
Carr & Collier Inc.  
(Contractor)

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

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

Local Representative to be contacted for service:

Contractor: (Carr & Collier Inc.)  
Name: \_\_\_\_\_  
Address: 2864 West Main Street  
Winter Park, FL 32789  
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. C006631, dated May 23, 2025, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the S-405 WATER CONTROL STRUCTURE REPAIRS project. We understand that the Contractor desires to be paid, subject to our consent, the retainage held by the Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

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

Very truly yours,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

CONTRACTOR: Carr & Collier Inc.  
CONTRACT NUMBER: C006631  
CHANGE ORDER NO. (Insert C.O. Number)

---

Attachment F

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006631  
PROJECT: S-405 WATER CONTROL STRUCTURE REPAIRS  
CONTRACTOR: CARR & COLLIER INC.  
DATE: \_\_\_\_\_

Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, this is to certify that the Work under the above referenced Contract has been substantially completed on \_\_\_\_\_ (Insert date of substantial completion) (the "date of substantial completion") and a Punch List shall be issued within twenty (20) days.

Commencing on the day following the date of substantial completion, the Owner shall have responsibility for maintenance of the Project, utilities serving the Project and casualty insurance covering the Project; provided, however, that nothing herein contained shall relieve Contractor of its responsibilities under Article 11 of the General Conditions of the Contract for Construction during the period following the date of substantial completion of the Work and final completion (or thereafter with respect to Section 11.1.F of said General Conditions).

As provided in Section 9.4.1 of the General Conditions of the Contract for Construction, this Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs and/or fees for any outstanding Revision Orders and itemized projections for any incomplete Work), and the Contractor shall conclusively be deemed to have waived the right to payment of any item or fee or cost not billed within thirty (30) days of Contractor's receipt hereof. The issuance of this Certificate of Substantial Completion shall not constitute a waiver of any right of the Owner hereunder including, without limitation, the right to those retainages permitted by the Contract Documents.

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

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

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

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

CONTRACT NO.: C006631

PROJECT: S-405 WATER CONTROL STRUCTURE REPAIRS

CONTRACTOR: CARR & COLLIER INC.

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

1. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Owner has determined that the following items related to the Work require completion and/or correction:

SEE ATTACHED LIST (\_\_\_\_pages), dated \_\_\_\_\_, 20\_\_\_\_

2. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Contractor shall submit to the Owner all items required by Section 9.4.2 of the General Conditions of the Contract for Construction, including, without limitation, the following items. All such items shall be delivered to the Owner and the Owner must approve all such items before the Contractor is entitled to receive payment from the Owner.
  - (i) Application for Payment;
  - (ii) As-Built Drawings; and
  - (iii) Retainage Reduction Change Order including all Exhibits attached thereto and all Waivers of Claim. **NOTE: THIS PROVISION WILL BE INCLUDED ONLY WHEN THE OWNER WILL RELEASE RETAINAGE.**

The items referenced in paragraph 1, above, shall be accomplished on or before \_\_\_\_\_ (insert completion date). In the event Contractor does not complete and/or correct such items set forth above within the time set forth above, then, in accordance with the provisions of Section 14.3 of the General Conditions of the Contract for Construction, the Owner shall have the right to complete and/or correct such items or to cause the same to be completed and/or corrected by others, and Owner shall have the right to offset such costs against any amounts then or thereafter due the Contractor. If the amounts then or thereafter are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

\_\_\_\_\_  
Owner's Representative



## Specification Section 00850 - List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 00850  
List of Drawings and Specifications  
March 6, 2025

### 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: S-405 Water Control Structure Repairs

Dated: March 6, 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>DRAWINGS</b>			
S-001	STRUCTURES KEY SHEET	10/23/2024	TLP ENGINEERING CONSULTANTS, INC.
S-002	S-405 GENERAL NOTES	12/16/2024	TLP ENGINEERING CONSULTANTS, INC.
S-003	S-405 REPAIR PROCEDURE	10/23/2024	TLP ENGINEERING CONSULTANTS, INC.
S-004	STOP LOG BRACE ASSEMBLY	10/23/2024	TLP ENGINEERING CONSULTANTS, INC.
S-005	STOP LOG BRACE ASSEMBLY DETAILS	10/23/2024	TLP ENGINEERING CONSULTANTS, INC.
S-006	GROUT POCKET DETAILS	10/23/2024	TLP ENGINEERING CONSULTANTS, INC.
S-007	WATER CONTROL STRUCTURE PHOTOGRAPHS (1 OF 2)	10/23/2024	TLP ENGINEERING CONSULTANTS, INC.
S-008	WATER CONTROL STRUCTURE PHOTOGRAPHS (2 OF 2)	10/23/2024	TLP ENGINEERING CONSULTANTS, INC.
BX-1	EXISTING WATER CONTROL STRUCTURE PLANS – S-405 SUBSTRUCTURE PLAN	04/11/1969	GEE & JENSON CONSULTING ENGINEERS, INC
BX-2	EXISTING WATER CONTROL STRUCTURE PLANS – S-405 STRUCTURE PLAN	03/02/1970	GEE & JENSON CONSULTING ENGINEERS, INC
BX-3	EXISTING WATER CONTROL STRUCTURE PLANS – S-405 ELEVATIONS	04/11/1969	GEE & JENSON CONSULTING ENGINEERS, INC
BX-4	EXISTING WATER CONTROL STRUCTURE PLANS – S-405 SECTIONS	04/11/1969	GEE & JENSON CONSULTING ENGINEERS, INC

**Specification Section 00850 - List of Drawings and Specifications**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 00850  
List of Drawings and Specifications  
March 6, 2025

BX-5	EXISTING WATER CONTROL STRUCTURE PLANS – S-405 WALL DETAILS	04/1968	GEE & JENSON CONSULTING ENGINEERS, INC
BX-6	EXISTING WATER CONTROL STRUCTURE PLANS – BRIDGE DETAILS S-13 & S-405	01/1968	GEE & JENSON CONSULTING ENGINEERS, INC
BX-7	EXISTING WATER CONTROL STRUCTURE PLANS – BRIDGE DETAILS STRUCTURE S-105	01/27/1969	GEE & JENSON CONSULTING ENGINEERS, INC
BX-8	EXISTING WATER CONTROL STRUCTURE PLANS – TYPICAL DETAILS	09/19/1968	GEE & JENSON CONSULTING ENGINEERS, INC

**SUPPLEMENTAL ATTACHMENTS:**

DRAWING NO.	DRAWING TITLE	ISSUE DATE	ISSUER
SA-01	RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)	02/08/2023	RCES
SA-02	2025 CFTOD Insurance Requirements	03/06/2025	CFTOD
SA-03	WDW Survey Control	03/06/2025	CFTOD
SA-04	S-405 Water Control Structure Inspection Report	01/09/2024	CFTOD
SA-05	Supplemental Specification Stainless Steel Logs	03/06/2025	CFTOD
SA-06	Waterman Stop Log Details	03/06/2025	CFTOD
SA-07	Stop Log Storage Frame Examples	03/06/2025	CFTOD
SA-08	Construction Laydown, Rip Rap Limits & Details & Downstream Cofferdam Exhibit	03/06/2025	CFTOD

**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	03/06/2025
<b>DIVISION 01 – GENERAL REQUIREMENTS</b>		
01009	CFTOD Project Specific Safety Plan Requirements	03/06/2025
01010	Summary of Work	03/06/2025
01018	Owner Furnished Products	03/06/2025
01019	Owner Purchased Products	03/06/2025
01019A	Exhibit A ODP Purchase Order Procedures	03/06/2025
01019B	Exhibit B Attachment “1” Contractor’s Invoice Affirmation Letter	03/06/2025
01019C	Exhibit C Attachment “2” Owner’s Representative Invoice Affirmation Letter	03/06/2025

## Specification Section 00850 - List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 00850  
List of Drawings and Specifications  
March 6, 2025

01020	Electronic Document Processing Service	03/06/2025
01021	Allowances	03/06/2025
01041	Project Coordination	03/06/2025
01045	Cutting and Patching	03/06/2025
01050	Field Engineering	03/06/2025
01100	Alternates	03/06/2025
01202	Progress Meetings	03/06/2025
01310	Construction Schedule	03/06/2025
01315	Contract Time, Sequencing and Timing of Work	03/06/2025
01325	Schedule of Work	03/06/2025
01330	Submittal Procedures	03/06/2025
01340	Shop Drawings, Product Data and Samples	03/06/2025
01370	Schedule of Values	03/06/2025
01410	Regulatory Requirements	03/06/2025
01420	References	03/06/2025
01430	Soils Investigation	03/06/2025
01440	Quality Assurance and Quality Control	03/06/2025
01455	Testing and Inspection Services	03/06/2025
01500	Temporary Construction Facilities	03/06/2025
01560	Erosion Control and Dewatering	03/06/2025
01560A	SFWMD Dewatering Permit Notification	03/06/2025
01630	Substitutions and Product Options	03/06/2025
01640	Product Handling and Protection	03/06/2025
01700	Project Closeout	03/06/2025
01710	Cleaning	03/06/2025
01720	Project Record Documents	03/06/2025
01730	Execution	03/06/2025
01750	Starting and Adjusting	03/06/2025
09870	Protective Coatings for Carbon Steel Light Poles and Mast Arms	03/06/2025

DIVISION 02 & 03 SPECIFICATIONS		EOR: TLP Engineering Consultants, Inc.
	FDOT Specification Reference Manual and Modifications	01/2025
CFTOD 334	Specification for Asphalt Pavement	10/20/2016
CFTOD 528	Specification for Portland Cement Concrete Sidewalk	01/2025
	Dewatering	01/2025
	Dust Control	01/2025
975	Coating Specification Supplement	01/2025
APPENDIX	Appendix 1 - Typical Specifications for Radial Gates	01/2025
	Appendix 2 - Constant Upstream Gates Installation – Adjustment – Maintenance	01/2025
	Appendix 3 - Type 'C' Brochure	01/2025
	Appendix 4 - MPI Quotation	08/06/2024
	Appendix 5 - S-405 January 2024 Inspection Report	01/09/2024

**END OF SECTION 00850**

## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01009  
CFTOD Project Specific Safety Plan Requirements  
March 6, 2025

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### **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
- Temporary Traffic Control 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

## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01009  
CFTOD Project Specific Safety Plan Requirements  
March 6, 2025

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### 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
  - Temporary Traffic Control ("TTC")
  - 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

## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01009  
CFTOD Project Specific Safety Plan Requirements  
March 6, 2025

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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.

<b>END OF SECTION 01009</b>
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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01010  
Summary of Work  
March 6, 2025

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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 S-405 Water Control Structure Repairs is described by the Project Manual entitled S-405 Water Control Structure Repairs. 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 S-405 Water Control Structure Repairs project includes, but is not limited to, Temporary Traffic Control (TTC), Erosion and Turbidity Control, Dewatering, Stop Log and Cofferdam Installation, Stop Log Storage Frame Construction, Removal and Replacement of the Amil Gate and Repair of Existing Water Control Structure.

##### **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 Temporary Traffic Control (TTC) and SWPPP only.
    - d. Power broom on site at all times.
    - e. Water truck on site at all times.
- B. Permitting:
  - 1. The Contractor shall apply for a de-watering permit during the pre-construction phase. The Contractor shall prepare and submit the NOI to the Central Florida Tourism Oversight District prior to submitting to the FDEP during the pre-construction phase. In addition, the Contractor shall apply for any and all permits that are required by CFTOD Building and Safety during the pre-construction period.
  - 2. Work must meet all requirements of the 2018 EPCOT Building Code with the 2018 or other most current supplement thereof in effect at the time of the effective Contract date.
  - 3. The Contractor shall provide all building permits. Because the project is owned by the same entity as that which will issue the building permits, the permitting fees normally applicable are waived. It is necessary, however, for any contractor applying for building

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permits through CFTOD to request exemption from payment of the permitting fees for the reason stipulated herein.

C. Temporary Traffic Control:

1. The Contractor shall follow the Traffic Control Plans (TCPs) provided for the Project. 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 TTC details when certain activities (i.e., structure component deliveries, excavations adjacent to traffic, overhead installations, etc.) require detailed operations to control traffic flow. Contractor shall include all such activities within their bid and expect to attend regular TTC Coordination meetings to discuss proposed operations. 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 Temporary Traffic Control (TTC) individual plan prior to applying for the required permits from CFTOD Planning & Engineering. The TTC plans shall be in compliance with the Manual for Uniform Traffic Control Devices and applicable FDOT Standards. The Contractor shall maintain his traffic control devices for the entire duration of the project until the Owner certifies that the Punch List is complete.
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 TTC systems as required to conform them to the approved TTC plans or as directed by the Construction Manager.
4. All TTC devices shall be like new. They shall be freshly painted and free of scratches, dents, dirt, and debris, and stains. The Contractor shall replace any TTC device that becomes damaged with a new device.
5. The Contractor shall construct and remove all temporary pavement as indicated within the drawings or otherwise deemed as necessary by the Owner's Representative.

D. 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 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. The Contractor shall contain all trade parking, inclusive of the Contractor itself, to designated contractor parking areas. 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.
3. See Supplemental Attachment SA-08 for proposed laydown areas. laydown areas shall be coordinated with the owner for exact material, equipment and personnel storage and parking, prior to implementation. Access shall be maintained at all times for vehicles to pass and access levies during the duration of the project.



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### A. 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 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.

### B. 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

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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. The Contractor shall provide the following specific survey tasks:
  - a. All surveying, engineering and layout required for the Work including but not limited to: (i) the limits of standard clearing and grubbing and (ii) drainage structure, utilities, roadway layout, etc.
  - b. All “rough” and “finish” grade stakes as required to perform the Work. Any re-staking required due to his or any other contractor damaging, or removing original stakes shall be performed by the Contractor and will not be the responsibility of the Owner.
  - c. Coordination with the Owner’s survey consultant for verification of the Contractor’s survey including, but not limited to, Contractor’s field notes and temporary horizontal and vertical control points.
6. It is the responsibility of the Contractor to generate survey control, layout, and as-built information as required in the contract documents. **At no time will the project CAD design files be given to the Contractor.**

### C. De-Watering:

1. Dewatering, defined as the act of temporarily removing groundwater for the purpose of achieving a dry condition during construction, renovation and the installation or removal of underground utilities or systems, shall require regulatory permits from both the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP). Dewatering may include the use of well points, pit pumps, deep wells, sock drains or any other means for lowering the water table or removing water seeping from the ground into a pit, excavation, trench, etc. SFWMD regulates removing the water from the ground and the FDEP regulates the discharge of the water to waters of the State or the US. The contractor is required to obtain SFWMD permit coverage through CFTOD by completing the permit application listed below. The contractor receives permit coverage for the discharge of produced groundwater through the FDEP Construction Generic Permit for Storm water Discharge from Large and Small Construction Activities as long as the ground water is not within 500 feet of a known contamination area. If the dewatering activities are within 500 feet of a known contamination area please contact CFTOD Compliance: Melissa Pulver, 407.828.2250 to obtain additional permit requirements.
2. De-watering pump activation (any size/capacity) is to be coordinated via request with CFTOD Planning & Engineering. Pre-Activation inspection is required by CFTOD Personnel for every activation. Advance requests are to be scheduled with CFTOD.
3. The Contractor shall apply for a de-watering permit(s) through CFTOD Planning and Engineering at least twenty-one (21) days prior to commencement of any de-watering activities. The Contractor shall not begin any dewatering activities until CFTOD Planning and Engineering has approved the proposed activity. The following information is required by CFTOD Planning and Engineering to apply for the permit:
  - a. Name of Contractor.
  - b. Site location plan showing task specific dewatering locations.
  - c. 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.
  - d. Proposed methods of construction.

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- e. Estimating pumping rates and duration of pumping.
- f. Known volume to be discharged from vessels installed in the wet.
- g. Estimated depth of drawdown.
- h. Anticipated radius of the cone influence.
- i. Proposed points of discharge.
- j. Site water routing from excavation to storm water retention area.
- k. Proposed groundwater and surface water monitoring plans.
- l. Any other sites and tasks specific characteristics worthy of consideration.
- m. Hydraulic information (i.e. normal pool and seasonal high-water elevations) of any wetlands and surface waters within of adjacent to the proposed dewatering activities.
- n. Monthly withdrawals will need to be submitted to CFTOD the first of each month once the dewatering starts.
- o. Information shall be submitted through BIM 360 for electronic review under the specific Project Folder, under Dewatering. Contractor shall notify Melissa Pulver and Sam Duhs via the Review Status form on BIM 360. For BIM 360 information, please contact CFTOD at 407.828.2250.
- p. If the Contractor utilizes a sock drain to accomplish its de-watering, then the Contractor shall remove the sock drain when the de-watering work is completed.

### D. 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

### E. 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

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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, 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 not withstanding 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.

F. Construction:

1. The Contractor shall construct all areas as shown on the drawings.
2. **Contractor shall reach out to McWane Plant & Industrial (a Waterman distributor) for Amil gates, stop logs, at: [watermanquotes@mcwanepi.com](mailto:watermanquotes@mcwanepi.com)**

G. Subsoil Excavation and Removal:

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1. Subsoil removal shall be defined to include any excavated material unsuitable for construction (“muck”, peat, buried construction debris, rubbish, buried vegetation, buried trees, etc.).
2. Limits of removal will be governed using stationing and lines/grades as depicted within the contract documents, FDOT specifications, FDOT Standard Plans, and approved modifications thereto by the Construction Manager (CM).
3. Measurement and payment will be governed by FDOT Specifications and the latest CPAM standards.
4. If unsuitable materials (as defined above) are encountered in other areas of the project, Unit Cost Rates for “Unsuitable Soil Removal & Disposal” and as submitted/approved within **Exhibit E Schedule of Unit Prices** will govern additional costs, unless otherwise directed by the Owner.

### H. Directional Boring/Jack and Bore:

1. Before any Boring operation can commence, all known utilities and underground infrastructure within the proposed path must be located with positive identification.
2. A proposed bore path profile showing all identified infrastructure and their locations is to be submitted for approval prior to proceeding with installation.

### I. Soil Amendment:

1. Contractor shall engage the services of a qualified agricultural soils testing laboratory to perform soil testing services of all typical areas to be planted as stated. The Contractor shall pay for all costs and fees associated with the soils testing.
2. The Contractor is responsible for all costs to amend the soil based upon the application rates.

### J. 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 provide all trees, palms, shrubs, ground cover and sod shown on the drawings.
4. The Contractor shall treat all of the soil with fertilizer as specified.
5. The Contractor shall remove all weeds and undesirable vegetation from the landscaping areas. The Contractor shall keep the landscaped areas weed free until the project reaches final completion.
6. The Contractor shall remove all rocks and small debris from the planter areas prior to planting landscaping.
7. The Contractor shall schedule inspections at plant nurseries with the Owner prior to delivery (if applicable). The Owner shall determine the condition of the shrubs and trees. Inferior quality or non-compliant material shall not be installed. If installed, removal of such material will be performed at the Contractor’s expense.
8. The Contractor shall field stake the location of all plant material and bed outlines prior to initiating installation for the review and approval of the Owner.
9. The Contractor shall guarantee all landscaping, including grasses, sod, trees, palms, shrubs, and aquatics, to be alive and in satisfactory growth at the end of the maintenance period.

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10. The Contractor shall dig test holes in all planting beds prior to plant installation. The Contractor will verify the soil conditions and accept sole responsibility for all plant material installed.
11. The Contractor shall bear all costs of soils, testing and amendments etc. associated with the Work and included in the Specifications. Prior to commencement of the landscape planting Work the Contractor shall provide complete soil tests as required.
12. The Contractor shall field-adjust plant material as necessary to avoid damage to all existing underground utilities and/or existing above ground hardscape elements, roadway lighting, traffic signal poles and equipment, regulatory signs, and other elements of the infrastructure. All such changes required shall be completed at the Contractor's expense and shall be coordinated with the Owner.
13. The Contractor shall promptly provide all photo documentation, certificates, samples and other submittal data required by the Contract Documents and in accordance with the Milestone Schedule. The Contractor shall schedule inspections of the nurseries with the nurseries and with the Owner. The Contractor shall accompany the Owner to each nursery to assist in tagging the trees selected to be delivered to the site. In addition, the Contractor shall provide 48 hours advance notice to the Owner of each delivery from the nurseries and afford the Owner the opportunity to inspect the trees prior to their installation. All trees shall be subject to approval by the Owner before they are planted by the Contractor.

K. Sod:

1. Contractor shall replace all sod, with like kind, if damaged by its operations.

L. Irrigation:

1. The Contractor shall provide all irrigation systems as indicated on the Drawings.
2. The Contractor shall locate the existing main line and existing points of connection if any are existing at the beginning of its Work.
3. The Contractor shall tap into the existing irrigation main and construct the new points of connection as shown on the Drawings.
4. The Contractor shall provide electrical power and communication wire to all irrigation controllers. The Contractor shall provide the meter cans and electrical panels for all of the controllers. The Contractor shall extend all power wiring from the distribution panels to the irrigation controllers.
5. The Contractor shall install all tree irrigation as shown on the Drawings.
6. The Contractor shall install new sleeves as noted on the drawings. Where directional boring is required, the Contractor shall hire an experienced driller and licensed underground utility contractor to perform the directional bore work. The Contractor shall submit all bore logs upon completion of each bore and submit a final bore log package to go along with the as-builts at the completion of the project.
7. The Contractor shall repair and restore to new condition any and all grades, landscaping, sod, utilities, or sleeves that are damaged during the installation of the irrigation system. The Contractor shall coordinate its activities with the Separate Contractors to ensure all sleeves are installed in a timely manner consistent with the schedule provided by the Separate Contractors.
8. 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.
9. 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

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irrigation systems are required to meet the Milestone Schedule, the Contractor shall provide such temporary systems.

10. 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.
11. 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 TTC at all times.

#### 2.02 Job Site Access / Use of Job Site

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

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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 TTC devices necessary for safe and proper traffic control. The Contractor is advised that it is responsible for all construction personnel and traffic routing logistics required in the performance of its work.
- G. The Contractor shall provide all necessary temporary water retention basins, turbidity control, and silt fence, etc., for construction site water run-off control. The Contractor is advised that should any of the adjoining 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 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



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- 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 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

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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 TLP Engineering Consultants, Inc.

### **2.07 Surface Water Management and Environmental Controls**

- A. The Contractor shall provide and maintain all necessary erosion control in accordance with paragraph 1.03-E 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.
- B. The Contractor shall apply for a de-watering permit during the pre-construction phase. The Contractor shall prepare and submit the NOI to the Owner prior to submitting to the FDEP during the pre-construction phase. In addition, the Contractor shall apply for any and all permits that are required by CFTOD Building and Safety during the pre-construction period.
- C. The Contractor shall obtain, secure and pay for the following permits:
  - 1. NOI NPDES – EPA Environmental Permit
  - 2. County Recorded NOC
  - 3. SWPPP and Dewatering Permit (see Specification Section 01560)
  - 4. CFTOD Haul Permit
  - 5. RCES Dig permit

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- D. The Owner shall provide to the Contractor the following:
  - 1. N/A.
- E. The Contractor shall submit to the Owner's Representative a copy of ALL permits required to be obtained by this Contractor, which are required for the performance of this Work.

### 2.10 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.
- 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.

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- 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.
- D. The Contractor shall restore all existing grade, existing sod, and existing irrigation it disturbs. Restore all affected areas to existing conditions or better.

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- 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 requires immediate repair, as determined by FDOT or another affected political subdivision.
      - ii. Work-scheduling problems are not considered an emergency.

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- 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.
    - 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.
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- 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. Normal hours of work shall be between 7:00 AM and 4:00 PM Monday through Friday. All work requiring a temporary lane closure may need to be performed between 11:00 PM and 7:00 AM Sunday through Thursday.
- B. 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.
- C. 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. Memorial Day
    - e. Labor Day
    - f. Thanksgiving
  - 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.

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- 3. **Special events may occur throughout the year that may require the Contractor to accommodate (runDisney, etc).**
  - 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.
  - C. Miscellaneous
    - 1. N/A.

### 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.
- I. See Supplemental Attachment SA-08 for material/equipment laydown location restrictions.

## PART 4 – ATTACHMENTS

### 4.01 Supplemental Information

- A. See Specification Section 00850.



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### **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 01018  
Owner Furnished Products  
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### SECTION 01018 OWNER FURNISHED PRODUCTS

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. Certain products throughout the Work may be furnished by the Owner. In addition to the items of equipment listed in this Section, refer also to other individual Specification Sections for additional items, locations, and the extent of Work involved.

##### 1.02 DUTIES OF PARTIES

- A. Owners duties:
1. Obtain installation drawings and instructions.
  2. Submit claims for transportation damages.
  3. Arrange and detail warranties.
- B. Contractor's duties:
1. Schedule delivery dates with Supplier in accordance with construction schedule.
  2. Provide the Purchase Order number and Sales Number to the Vendor.
  3. Designate delivery locations.
  4. Provide insured storage for all new material.
  5. Promptly inventory and inspect delivered items, and report damaged or defective items to the Construction Manager and material supplier. Coordinate with the supplier the prompt replacement of damaged or defective items.
  6. Provide means of handling material upon delivery.
  7. Repair or replace materials damaged as result of Contractor's operations.
  8. Replace materials that have been lost, stolen, or otherwise misplaced and are not available for installation.
  9. Properly install, connect, and provide any and all work necessary for completion of Owner furnished/Contractor installed materials.

#### PART 2 – PRODUCTS

##### 2.01 SCHEDULE OF MATERIALS

- A. The Owner currently does not anticipate furnishing any products at this time and reserves the right to furnish products in the future:
- B. The Contractor assumes responsibility for the condition of all Owner furnished material beginning at the time of initial loading onto transports at origin of shipment until the Certificate of Substantial Completion is issued by the Owner. Any mechanical damage, or decline in the condition of Owner furnished products will be assumed to have occurred while in the care of the Contractor. THE CONTRACTOR IS RESPONSIBLE FOR THE OWNER FURNISHED PRODUCTS FROM THE POINT OF ORIGIN UNTIL TIME OF FINAL COMPLETION OF THE WORK.
- C. The Contractor shall be responsible for contacting each supplier of Owner furnished products and scheduling delivery of the materials. The Contractor shall confirm all quantities and the condition of Owner furnished products in advance of signing delivery tickets or Bills of Lading corresponding thereto. The Contractor shall annotate any discrepancies in quantities of material actually delivered or damaged

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or defective materials on the delivery ticket or Bill of Lading. The person making such deliveries on behalf of the material supplier shall initial all such annotations prior to countersigning the delivery ticket or Bill of Lading. Contractor shall submit signed delivery tickets or Bills of Lading to the Construction Manager for all materials delivered from each supplier.

- D. All Purchase Orders issued by the Owner for Owner furnished products shall include the cost of the material, including the cost of delivery. Given the Owner's status as a public entity and its legal exemption from the payment of sales tax, no sales tax is included in any Purchase Order issued by the Owner or by the Construction Manager on its behalf for Owner furnished products.

### PART 3 – EXECUTION

#### 3.01 INSTALLATION

- A. Install all Owner furnished products in strict accordance with the manufacturer's installation instructions and technical bulletins.
- B. Refer also to pertinent Contract Documents for other specific installation requirements.

<b>END OF SECTION 01018</b>
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Owner Purchased Products  
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### SECTION 01019 OWNER PURCHASED PRODUCTS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. This specification sets forth the procedural guidelines and the obligations of the parties to the Contract as such pertain to Owner Direct Purchases (“ODP”) and to which the parties shall adhere in order for the Owner to realize the benefits of its sales and use tax exemption status for the procurement of materials that are to be incorporated into a public works project. Accordingly, certain selected construction materials, supplies, equipment or systems (hereinafter “Goods”) having a singular value or, for several items that make up a final system, final array or final assembly, an aggregate value of not less than \$25,000.00 and which are to be incorporated into the Work, may be purchased directly by the Owner at the Owner’s option and in its sole and absolute discretion, at any time throughout the term of the Agreement.

Wherever the term “Owner’s Representative” appears throughout this document or the various Exhibits their accompanying Attachments, it refers to one of the following distinct entities; either (i) that certain entity that is named in the Agreement, or if no such entity is named within the Agreement, then (ii) the Owner’s internal Construction Manager.

##### 1.02 SALES TAX EXEMPTION FOR OWNER PURCHASED MATERIAL

- A. Authority: Pursuant to Florida Statutes, Chapter 212.08(6), and Florida Administrative Code Number 12A-1.094, the Owner, Central Florida Tourism Oversight District, which operates and is organized as a political subdivision within the State of Florida, is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. For purposes hereof, both Florida State Sales Tax and Florida State Use Tax will be understood to be included when the terms “Tax” or “Florida State Sales Tax” are utilized. Accordingly, the Owner reserves the right to directly purchase from the Contractor’s vendors, at prices and terms quoted to the Contractor, which include applicable Florida State Sales Tax and which were included in the Contractor’s bid, any and all selected Goods that are to be incorporated into the Work under the Contract.
- B. Application: The Florida Sales Tax rate of 6% shall apply to purchases of \$5,000.01 and above. For purchases of \$5,000.00 or less the tax rate of 6.5% shall apply. By way of example, for a \$100,000.00 purchase, sales tax in the amount of 6.0% would apply to the total purchase amount of \$100,000.00 and sales tax in the amount of 0.5% would apply only to (the first) \$5,000.00. Thus, the total Florida State Sales Tax saved on a purchase in the amount of \$100,000 would be \$6,025.00. Only those materials purchased from vendors whose sales are subject to the application of Florida State Sales Tax are affected by this option. The Contractor shall immediately notify the Owner’s Representative if any materials optioned for direct purchase by the Owner are not being provided by vendors who meet this criterion.

#### PART 2 - EXECUTION

##### 2.01 IDENTIFICATION OF ALL ODP GOODS AND QUANTIFICATION OF TOTAL ESTIMATED DOLLAR VALUE

- A. The Contractor shall assist the Owner in its efforts to procure selected Goods (hereinafter “ODP Goods”) pursuant to this specification by first establishing and submitting to the Owner for review and approval an itemized, preliminary list of each category of such ODP Goods, the total dollar

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value corresponding to each category thereof and the combined total dollar value of all such categories of ODP Goods to be directly purchased by the Owner and shall do so within twenty-one (21) calendar days of receipt of a written Limited Notice to Proceed from the Owner. The Contractor shall be prohibited from proceeding with mobilizing equipment and labor resources upon the site until the aforesaid information is received by the Owner. This limitation is in addition to any other conditions that the Contractor must satisfy prior to mobilization upon the site. The categories of items to be included in the total estimated amount of such ODP Goods shall include, but are not necessarily limited to, each of the categories listed under Section 4.2 hereof. Subsequent to the execution of the Agreement by both parties and the Owner's receipt of the aforesaid information, the Owner shall promptly amend the Agreement via a written deductive Change Order utilizing the form of Change Order included in the Project Manual, which will serve the exclusive purpose of reducing the Contract Sum set forth in the Agreement by the amount corresponding to the combined total estimated dollar value of all ODP Goods that will be subject to direct purchase by the Owner, including amounts for Tax. The subject Change Order shall serve strictly to amend the Contract for the stated purpose and for no other purpose whatsoever. The dollar value, inclusive of Tax, established for each category of ODP Goods shall be identified as a separate deductive line item on the Schedule of Values that accompanies each of the Contractor's Applications for Payment, which shall serve to memorialize such dollar values for the purpose of reconciling actual dollar values of purchases made to the corresponding estimated value of each. Notwithstanding the foregoing, the Owner may, at any time throughout the term of the Agreement, purchase additional ODP Goods that were not included on the preliminary list of ODP Goods at the time of its submission, in which event the value of any such additional Purchase Order and Tax shall be deducted from the Contract Sum via a written Change Order, which will serve the exclusive purpose of reducing the Contract Sum accordingly. The Contractor shall itemize each and every such additional Purchase Order amount on the Schedule of Values accompanying its Applications for Payment. Such additional Purchase Orders shall be subject to reconciliation prior to close out of the Contract in accordance with the provisions set forth in Section 2.3 C hereof.

- B. Following the Owner's review and approval of the list of ODP Goods, the Contractor shall prepare and submit to the Owner's Representative for review and approval a procurement schedule relating strictly to the procurement of ODP Goods and which shall serve to identify the date(s) such materials are required on site and the date(s) such materials must be ordered in order to facilitate timely delivery of such, taking into account the estimated lead time required for obtaining such ODP Goods.

### 2.02 PREPARATION AND SUBMITTAL OF ODP PURCHASE REQUISITIONS

- A. The Contractor shall assist the Owner in the preparation of orders for ODP Goods by preparing Purchase Requisitions utilizing an owner-provided, **ODP Purchase Requisition Form**. The preparation of ODP Purchase Requisition Forms by the Contractor shall be prioritized in accordance with the ODP Goods procurement schedule as outlined within **Exhibit A - Owner's ODP Purchase Order Procedures**. In preparing the ODP Purchase Requisition Form, the Contractor shall work in close cooperation with the Owner's Representative for the purpose of properly applying the Owner's established accounting cost codes to each corresponding category of ODP Goods listed on each ODP Purchase Requisition Form. The Contractor shall submit the completed ODP Purchase Requisition Form in an editable electronic form to the Owner's Representative, who shall in turn review the form and any relevant attachments for general conformity and acceptance. Upon reviewing the Purchase Requisition Form the Owner's Representative will either, (i) return the form to the Contractor for incorporation of any necessary modifications together with resubmittal instructions or, (ii) forward the conformed document to the Owner's internal Construction Manager or to his/her delegate for processing.
- B. The Contractor may attach to the Purchase Requisition Form, the Contractor's and/or the Vendor's terms and conditions that supplement the Owner's standard Purchase Order Terms and Conditions, which form a part of the Owner's Purchase Order. Any such supplemental terms should be utilized

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by the Contractor in order to incorporate specifics, such as product or material specifications, or to provide other clarifications regarding submittal drawing requirements, special expediting, delivery and/or handling instructions, specialized terms and conditions, special warranty provisions, et cetera. Any such supplemental Attachment shall be titled in a manner that distinguishes it as a separate Attachment to the Purchase Order and given a unique Attachment letter (e.g. "E", "F", et cetera) together with a unique title to distinguish it from the other standard Attachments that form a part of the Purchase Order.

- C. Following the Owner's receipt of the completed ODP Purchase Requisition Form, the purchase of ODP Goods shall be accomplished by the issuance of Owner-prepared, Owner-issued Purchase Orders. For Purchase Orders that serve as an instrument to purchase ten (10) or more different items, the Owner may refer to the ODP Purchase Requisition Form within the Purchase Order and incorporate it into the Purchase Order as an Attachment thereto by said reference. Similarly, the Owner may elect to incorporate the vendor's corresponding quotation into any Purchase Order utilized for purchasing ODP Goods.
- D. The Owner will provide a State of Florida Certificate of Exemption and a Certificate of Entitlement to the Vendor with the completed purchase order and will copy the Contractor.
- E. Amendments to Purchase Orders: With the exception of amendments made to Purchase Orders for the purpose of reconciling variances in actual quantities of ODP Goods purchased and received thereunder, amendments to Purchase Orders utilized for purchasing ODP Goods shall be restricted to additive amounts equal to or in excess of \$25,000.00. For such Amendments, the Contractor shall complete the Purchase Requisition Form and follow the procedures for submission that are set forth in Section 2.2 C, hereof. Other Goods required for completing the Work having a total value of less than \$25,000.00 shall be purchased directly by the Contractor or its Subcontractors utilizing their own forms of Purchase Order. The Owner shall not be entitled to exemption of payment for Tax on Goods purchased directly by the Contractor or its Subcontractors.

### 2.03 DUTIES OF THE CONTRACTOR UNAFFECTED

- A. The Contractor acknowledges that any direct purchase of ODP Goods by the Owner from the Contractor's vendor does not in any way or manner diminish or modify the contractual duties of the Contractor to the Owner, including the coordination, inspection, delivery, handling, storage, protection, securing of guarantees and warranties for such ODP Goods and installation/incorporation of such ODP Goods into the Work. Such duties pertinent thereto set forth in the Contract between the Contractor and the Owner shall remain unchanged. The Contractor shall immediately notify the Owner's Representative of instances involving damage to ODP Goods, regardless of the apparent cause, or of any apparent defects in materials or workmanship, and of any other matter that may serve as cause for refusal of the subject ODP Goods.
- B. The Owner shall directly pay the Contractor's vendors all proper, uncontested invoice amounts for ODP Goods that are free of any damage or apparent material or workmanship defects and that are satisfactorily delivered to the delivery destination set forth under the corresponding Purchase Order and provided that such ODP Goods strictly comply with the applicable specifications that form a part of the Project Manual. The Contractor shall, on its own behalf and on that of its Subcontractors, be responsible for confirming to the Owner's Representative the adequacy of receipt of all ODP Goods as a pre-condition of the Owner's payment therefore. Prior to payment of the invoice the Owner will promptly forward the invoice to the Owner's Representative who shall, within three (3) consecutive calendar days of receipt, forward the invoice to the Contractor who shall, within five (5) consecutive calendar days:
  - 1. Certify to the Owner's Representative, on its own behalf and on that of its Subcontractors, that the invoiced ODP Goods have been received in accordance with the Purchase Order

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2. and attach to the invoice the original signed delivery ticket(s); and
2. Certify to the Owner's Representative, on its own behalf and on that of its Subcontractors, that proper invoices have been submitted by the vendor. Additionally, identify any apparent discrepancies or disputed amounts and provide supporting explanation(s) for such; and
3. Submit to the Owner's Representative, on its own behalf and on that of its Subcontractors, **Exhibit B, Attachment "1" – Contractor's Vendor Invoice Affirmation Letter** that includes a final, properly reconciled accounting for the Purchase Order including, but not limited to, the total Purchase Order amount as well as sales tax savings.
4. Upon its receipt of the Contractor's Invoice Affirmation Letter, the Owner's Representative shall verify the submitted reconciled Purchase Order documentation. Following verification, the Owner's Representative shall submit to the Owner the owner-provided **ODP Pay Request Form, and Exhibit C, Attachment "2" – Owner's Representative Invoice Affirmation Letter**, Contractor's Invoice Affirmation Letter, and reconciled Purchase Order documentation.

Upon its receipt of the above listed items, the Owner shall directly pay to Vendors all undisputed Purchase Order invoice amounts.

- C. Following the final payment of all amounts owed to Vendors under all ODP Purchase Orders and prior to the issuance of the Close Out Change Order, the Owner shall prepare and issue a Change Order to the Contract, which shall serve the exclusive purpose of reconciling the Contract Sum, and to produce a final accounting of the actual amount of each Purchase Order, including Tax, compared with the originally estimated amount for each Purchase Order, including Tax. Each final Purchase Order will be itemized within the Change Order and shall reflect the corresponding originally estimated amount and the final, actual amount for each and the variance between such amounts, if any, including sales tax. In instances when the actual Purchase Order amount exceeds the originally estimated Purchase Order amount, the Change Order shall serve to further reduce the Contract Sum by the amount of the variance, including the amount for Tax. In instances when the actual Purchase Order amount is less than the originally estimated Purchase Order amount, the Change Order shall serve to increase the Contract Sum by the amount of the variance, including the amount for Tax.

### PART 3 – INDEMNITIES, EFFECT ON PAYMENT BOND, ASSIGNABILITY OF PURCHASE ORDERS

#### 3.01 OWNER'S INDEMNIFICATION OF CONTRACTOR

- A. The Owner agrees to defend, hold harmless, and indemnify the Contractor from any and all liability for unpaid sales taxes which the Contractor may suffer as a result of claims, demands, costs, interest, penalties or judgments against the Contractor made by or in favor of the State of Florida on account of failure to pay Florida State Sales Taxes on ODP Goods purchased by the Owner pursuant to the procedures set forth herein. The Owner agrees to defend against any such claims or actions brought against the Contractor whether rightfully or wrongfully brought or filed. The Contractor agrees that it will promptly notify the Owner of any such claim, demand, or action. Upon request of the Owner, Contractor agrees to execute any and all documents including, but not necessarily limited to, contract amendments, affidavits, and Department of Revenue forms, reasonably necessary to effectuate the tax saving intent of the ODP purchase option.

#### 3.02 NO EFFECT ON PAYMENT BOND

- A. The obligation of the Contractor's surety under the payment bond will remain unmodified and in full force and effect, notwithstanding that the Owner has entered into a separate purchasing arrangement with the Contractor's vendor for the direct purchase of the ODP Goods and has reduced the amount payable directly to the Contractor by the purchase amount(s), and applicable Florida State Sales Tax.

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### 3.03 OWNER'S RIGHT TO ASSIGN PURCHASE ORDERS

- A. The Purchase Order between the Owner and the Vendor(s) will be unilaterally assignable by the Owner to the Contractor or its Subcontractor(s). Upon assignment by the Owner, the Owner will not make further related deductions from monthly pay applications for sales tax savings and shall reconcile previous amounts deducted for same and for previous amounts paid to the Vendor.
- B. The Contractor and its Subcontractors understand and acknowledge their obligation to provide this specification and the Exhibits and Attachments related hereto to each Vendor that proposes to sell ODP Goods to the Contractor or its Subcontractors as a prerequisite to the solicitation and submission of such proposals. Vendors proposing to the Contractor and its Subcontractors pursuant to this Agreement agree to accept the following assignability provision in Purchase Orders from the Owner for ODP Goods:

“Vendor is prohibited from assigning this Purchase Order or any right hereunder without the prior written consent of Buyer, which consent Buyer may withhold in its sole and absolute discretion. Vendor acknowledges that this Purchase Order between Vendor and Buyer is assignable to the Prime Contractor, Design/Builder, or Subcontractor for which the original proposal was received. The Vendor acknowledges the right of the Buyer to unilaterally assign this Purchase Order at any time and for any reason. Upon assignment, any reference to the Buyer within the Purchase Order will be understood to be that of the assignee.”

### PART 4 – PRELIMINARY LISTING OF ODP GOODS; LIST OF ATTACHMENTS

#### 4.01 PRELIMINARY LIST OF ODP GOODS CONTEMPLATED FOR DIRECT PURCHASE BY THE OWNER

- A. The following is a preliminary listing of ODP Goods, which the Owner MAY elect to purchase directly from the Contractor's or its Subcontractors' vendors pursuant to the provisions set forth herein:
  - 1. Any and all materials used on the project which are deemed appropriate by Owner for direct purchase.

<b>END OF SECTION 01019</b>
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### EXHIBIT A: ODP PURCHASE ORDER PROCEDURES (Routing procedures for processing Central Florida Tourism Oversight District's Owner Direct Purchase Orders)

This document sets forth the procedures for establishing a tax-exempt Purchase Order between a given Vendor and Central Florida Tourism Oversight District ("CFTOD") to facilitate the purchase of goods (materials) that will be incorporated into permanent improvements constructed over, upon or under property owned by CFTOD. This document outlines the process, sequentially, and specifies the separate and collective duties of the Contractor, the Owner's Representative, CFTOD's internal Construction Manager, CFTOD's Contract Support Specialist and CFTOD's Sr. Project Accountant. Any use of the aforementioned titles in this document refers to the named titleholder or his/her duly appointed delegate.

#### **Step 1: Preparation and Submittal of Purchase Requisition**

1. Owner's Representative provides Contractor with a written list describing which materials CFTOD intends to purchase directly.
2. Contractor provides Owner's Representative with a completed **ODP Purchase Order Requisition Form**, together with Vendor's signed price quotation and any supplemental Contractor's or Vendor's terms and conditions. Any discounts for early payment of subsequent invoices must be identified on the face of the corresponding price quotation(s).
3. Owner's Representative reviews Contractor's ODP Purchase Order Requisition Form and confirms that Vendor's price quotation and any supplemental Vendor terms and conditions, are acceptable. Any terms and conditions that appear to conflict with CFTOD's standard Purchase Order terms and conditions shall be submitted to CFTOD's Contract Support Specialist for review and disposition.
4. Owner's Representative completes CFTOD Purchase Order Request form which will include an Owner authorized contingency allowance in an amount determined solely by CFTOD's internal Construction Manager and shall include such allowance in the total Purchase Order amount.
5. Owner's Representative transmits the completed CFTOD Purchase Order Request form and Contractor's Purchase Order request package to CFTOD's internal Construction Manager or to his/her appointed delegate.

#### **Step 2: Routing Purchase Order Approval: Preparation and Distribution**

1. CFTOD's internal Construction Manager or his/her appointed delegate routes the Contractors Purchase Order Request Package through CFTOD's electronic purchase requisition system for CFTOD's internal approvals.
2. Subsequent to receipt of CFTOD approvals, CFTOD's Contract Support Specialist prepares the Purchase Order, sends an electronic copy of the Purchase Order to the Vendor and concurrently transmits an electronic copy of the Purchase Order to CFTOD's Sr. Project Accountant, CFTOD's internal Construction Manager and CFTOD's Owner's Representative. All attachments to the Purchase Order shall accompany each electronic copy of the Purchase Order sent to the Vendor, the CFTOD Construction Manager and the Owner's Representative.

#### **Step 3: Receiving of Goods, Review, Validation and Processing of Purchase Order Invoices.**

1. Upon receipt of the original Vendor invoice, CFTOD's Sr. Project Accountant shall promptly forward same to the Owner's Representative or to CFTOD's internal Construction Manager. Upon receipt, the recipient shall enter the Vendor's original invoice into the Invoice Summary Section of the **ODP Pay Request Form**, and shall be responsible for facilitating any and all coordination required with and between the Contractor and the Vendor in order to ascertain that the goods (materials) purchased via the subject Purchase Order have been received, that such goods correspond to those described in the Purchase Order, that they appear to be free from defects in material or workmanship, that all quantities of such received goods are accurate and that all amounts sought by the Vendor for remittance are valid and conform in all material respects with the Purchase Order amount(s) and the Purchase Order terms and conditions. The Owner's Representative or

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CFTOD's internal Construction Manager shall then forward the Purchase Order invoice and all supporting documentation to the Contractor for review and validation. Provided that the invoice is determined to be correct, the Contractor completes and submits to the Owner's Representative or to CFTOD's internal Construction Manager, the **Contractor's Vendor Invoice Affirmation Letter (Exhibit A-Attachment 1)**. In instances when the subject Purchase Order Invoice is found to be erroneous or discrepant, the Contractor shall be responsible for promptly notifying the Vendor of any required actions necessary to process the Vendor's invoice for payment, including but not limited to, revision of any erroneous or discrepant invoice quantities and/or corresponding prices or for acquiring credit memoranda from the Vendor. Once all necessary corrections are made by the Vendor to the subject Purchase Order Invoice, the Contractor shall complete and submit same to the Owner's Representative or to CFTOD's internal Construction Manager, together with the Contractor's Purchase Order Invoice Affirmation Letter.

2. Upon receipt of the Contractor's Purchase Order Invoice Affirmation Letter and the subject Purchase Order Invoice, the Owner's Representative or CFTOD's internal Construction Manager shall prepare the ODP Pay Request Package, which consists of the completed, owner-provided **ODP Pay Request Form**, the approved Vendor invoice, the completed **Owner's Representative Invoice Affirmation Letter (Exhibit B-Attachment 2)**, and the completed Contractor's Purchase Order Invoice Affirmation Letter, and transmits it to CFTOD's Construction Manager, who in turn transmits all aforesaid documentation to CFTOD's Sr. Project Accountant for processing of payment.

### **Reconciliation of Quantity Overruns of Owner Direct Material Purchases (Owner's Representative)**

1. As the project progresses, the total executed CFTOD Purchase Order amount may be exceeded due to quantity overruns. If the amount of authorized Contingency Allowance is less than the amount of the total cost of overruns, then a Change Order to the Purchase Order will be required. In such instances, and after confirming the additional quantity supplied by the Vendor, the Owner's Representative shall complete the CFTOD Purchase Order Request form with the Change Order 'box' check marked and the words "Change Order No. (XX)" written below the Purchase Order Number. Owner's Representative transmits the completed CFTOD Purchase Order Request form to CFTOD's internal Construction Manager or to his/her appointed delegate, who shall in turn process the request through the Owner's electronic purchase requisition system.

### **Purchase Order Closeout**

1. When all materials associated with the Purchase Order have been satisfactorily delivered to the Project by the Vendor and there are no known unresolved time or money issues, the Contractor shall promptly notify the Owner's Representative that the Purchase Order can be closed out.
2. The Owner's Representative shall promptly verify the project record of total amount of materials purchased from and paid to Vendor(s) under the Purchase Order and request closeout of the Purchase Order by submitting a final reconciliation of the Purchase Order to CFTOD's Sr. Project Accountant.
3. CFTOD's Sr. Project Accountant will validate the final reconciliation of the Purchase Order against CFTOD's financial system to confirm there are no unresolved financial concerns that will impede or prevent timely closeout of the Purchase Order. In instances when the final reconciliation of the Purchase Order is materially incorrect, CFTOD's Sr. Project Accountant will return the closeout request to the Owner's Representative for additional review and resolution of the identified issues. Once all necessary corrections have been made, the Owner's Representative will resubmit the closeout request and corrected final reconciliation of the Purchase Order to CFTOD's Sr. Project Accountant.
4. CFTOD's Sr. Project Accountant will prepare the closeout letter for the Purchase Order and send it electronically to the Vendor for confirmation that all undisputed invoice amounts were paid by CFTOD and there are no unresolved time or money issues with the Contractor. CFTOD's Contract Support Specialist and the Owner's Representative will be included on the electronic communication to the Vendor.
5. Purchase Order Closeout documentation is complete upon CFTOD's Sr. Project Accountant's receipt of the signed closeout letter from the Vendor. Absent a response from the Vendor, the Purchase Order will be closed out at the expiration of the response window outlined in the closeout letter. CFTOD's Sr. Project Accountant will forward an electronic copy of the signed closeout letter or notification of non-response and response window expiration to CFTOD's Contract Support Specialist and the Owner's Representative to formally conclude the closeout process.

END

**Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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Section 01019B  
Exhibit B Attachment “1” Contractor’s Invoice Affirmation Letter  
March 6, 2025

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**EXHIBIT B- ATTACHMENT “1”**

**CONTRACTOR’S VENDOR INVOICE AFFIRMATION LETTER**

**(Remove this Line and Print on Company Letterhead)**

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

(Owner’s Representative Co. Name)  
Attn: (Owner’s Representative Contact)  
Address (Owner’s Representative Address)  
Address (Owner’s Representative Address)

**RE:**                    **Project Name:**  
                          **Project No.:**  
                          **Contract No.:**

**Subject:**           **Vendor’s Name – ODP**  
                          **Purchase Order No.:**

Dear \_\_\_\_\_:

Please find attached **Invoice No.** \_\_\_\_\_ from **Vendor’s Name**, dated \_\_\_\_\_, **Contractor’s Company Name** confirms that; (1) we’ve received the materials on the attached invoice and found them to be properly manufactured and in a serviceable condition, (2) the materials have been manufactured and are properly stored at **Vendor’s Name** manufacturing plant or (3) a combination of (1) and (2) to satisfy the disposition of the material.

**Contractor’s Name** recommends that Central Florida Tourism Oversight District “CFTOD” make payment to **Vendor’s Name** for **Invoice No.** \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

If you require any further information, please let us know.

Respectfully,

**(Contractor’s Company Name)**

**Name**  
**Title**

Attachment(s)

**Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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Contract: C006631

Section 01019C

Exhibit C

Attachment “2” Owner’s Representative Invoice Affirmation Letter

March 6, 2025

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**EXHIBIT C- ATTACHMENT “2”**

**OWNER’S REPRESENTATIVE VENDOR INVOICE AFFIRMATION LETTER**

**(Remove this Line and Print on Company Letterhead)**

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

Central Florida Tourism Oversight District “CFTOD”

Attn: Project Accounts Payable

PO Box 10170

Lake Buena Vista, FL 32830-0170

**RE:                   Project Name:**

**Project No.:**

**Contract No.:**

**Subject:           Vendor’s Name – ODP**

**Purchase Order No.:**

Dear \_\_\_\_\_:

Please find attached **Invoice No.** \_\_\_\_\_ from **Vendor’s Name**, **dated** \_\_\_\_\_, along with a summary of the ODP invoice for the subject project. We have reviewed the invoice and based on plant and on- site observation; the materials have been properly manufactured.

We recommend Central Florida Tourism Oversight District “CFTOD” make payment to **Vendor’s Name** for **Invoice No.** \_\_\_\_\_ in the amount of \$\_\_\_\_\_.

If you require any further information, please let us know.

Respectfully,

**(Owner’s Representative Co. Name)**

**Name**

**Title**

Attachment(s)

## **Division 01 Specifications – General Requirements**

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Section 01020  
Electronic Document Processing Service  
March 6, 2025

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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.

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- I. NewForma® will include a downloadable, offline archive of all project data.
  - J. The NewForma® web-based software will provide tools for the Owner's various consultants to respond to submissions made by the Contractor. Those consultants are obligated to respond to such submissions via NewForma®. The Contractor shall utilize NewForma® to review and correspond with respect to such responses.
  - K. Color samples and other submittals requiring physical review shall be logged into the system and delivered to its appropriate recipient by mail or courier.
  - L. NewForma® may be contacted at: Newforma Project Cloud, [www.newformaprojectcloud.com](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  
March 6, 2025

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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 – Secondary Utility Locating Service

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

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

Allowance No. 1 – Amount shall be Ten Thousand Dollars (\$10,000.00)

End of Allowance No. 1

#### 1.02 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.

## **Division 01 Specifications – General Requirements**

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Section 01021  
Allowances  
March 6, 2025

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### **1.03 ADJUSTMENT OF COSTS**

- A. If the aggregate costs of the allowance items exceed the allowance aggregate total, the Contractor shall receive an additive change order for the difference plus a percentage mark-up per the terms of the Contract. If the aggregate costs of the allowance items are less than the allowance aggregate total, the Contractor shall receive a deductive change order for the difference less any other allowable deductions pursuant to the terms set forth in the Contract.
- B. Submit all requests for anticipated additional costs at the site, or other expenses caused by selection under the Allowance, prior to purchase and execution of the Work of the selected item.

### **1.04 CONTRACTOR'S RESPONSIBILITIES**

- A. Identify the selection dates required to meet the Construction Schedule.
- B. Assist Owner's Representative and Engineer/Architect in determining qualified suppliers or subcontractors.
- C. Obtain competitive Bids from at least 3 separate suppliers or subcontractors. Notify Owner's 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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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01041  
Project Coordination  
March 6, 2025

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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:

## Division 01 Specifications – General Requirements

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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:

## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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1. During the course of the Work, the Contractor will make available to other contractors certain parts of the landscaped areas, for the installation of utilities and other items.
2. Other contractors will be working on adjacent sites and may require continued access through the project site.

### **1.04 STORAGE AND DISPOSAL OF MATERIALS**

- A. The materials from excavations and those used in the construction of the Work shall be deposited in such a manner that they will not endanger the work and that free access may be had at any time to all hydrants, valves and gates in the vicinity of the Work. The suitable material shall be stockpiled where and as approved to provide a minimum of obstruction and the stockpiles shall be kept trimmed up in such a manner as to be of as little inconvenience as possible to travel of the adjoining contractors. Any unsuitable material including trash, debris, or excavated material shall be removed and disposed of by the Contractor off property within 24 hours. Removal and disposal shall be in accordance with the current disposal requirements outlined within Section 01010- Summary of Work.

<b>END OF SECTION 01041</b>
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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01045  
Cutting and Patching  
March 6, 2025

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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**

## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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Section 01045  
Cutting and Patching  
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- 
- A. Materials for replacement of work removed: comply with Specifications for type of work to be performed.

### **PART 3 - EXECUTION**

#### **3.01 INSPECTION**

- A. Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching, excavating, and backfilling.
- B. After uncovering Work, inspect conditions affecting installation of new products.

#### **3.02 PREPARATION**

- A. Prior to cutting, shore, brace, and otherwise support involved portions as required to maintain structural integrity.
- B. Provide protection for other portions.
- C. Provide protection from elements.

#### **3.03 PERFORMANCE**

- A. Fit and adjust products to provide finished installation to comply with specified tolerances and finishes.
- B. Perform excavating and backfilling as specified in Sections requiring same.
- C. Execute cutting and removal only to the extent necessary.
- D. Restore Work, which has been cut or removed: install new products to provide completed Work in accord with requirements of Contract Documents.
- E. Refinish entire surfaces as necessary to provide an even finish.
  - 1. Continuous surfaces: to nearest intersections.
  - 2. Assembly: entire refinishing.

<b>END OF SECTION 01045</b>
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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01050  
Field Engineering  
March 6, 2025

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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.

## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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Field Engineering  
March 6, 2025

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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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## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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Section 01100  
Alternates  
March 6, 2025

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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.



## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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Alternates  
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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**

Not Used

<b>END OF SECTION 01100</b>
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## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
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Section 01202  
Progress Meetings  
March 6, 2025

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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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## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01310  
Construction Schedule  
March 6, 2025

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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

## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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Section 01310  
Construction Schedule  
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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:

## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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March 6, 2025

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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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01315  
Contract Time, Sequencing and Timing of Work  
March 6, 2025

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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.

## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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Contract Time, Sequencing and Timing of Work  
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### 1.07 PROJECT CONSTRUCTION CONSTRAINTS

- A. SPECIFIC CONSTRAINTS: Other than those constraints noted elsewhere within the Contract Documents, the specific construction schedule constraints are part of this Work and have been incorporated into the Project Milestone Schedule noted as Exhibit B of the Agreement.
- B. GENERAL CONSTRAINTS: Other than those noted elsewhere within the Contract Documents, the following general construction schedule constraints are part of this Work:
  - 1. From time to time special events may be scheduled adjacent to the Project Site. During such events, the Contractor may be requested to restrict its operation and construction to avoid impacts to guests and visitors.

<b>END OF SECTION 01315</b>
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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
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Section 01325  
Scheduling of Work  
March 6, 2025

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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™ for Windows® ("P6"), Sure Track software (latest version) by Primavera Systems, Inc., Microsoft Project, or other scheduling system approved by the Owner, and employ the Critical Path Method ("CPM") in development and maintenance of the Contract Schedule network in Precedence Diagram Mode ("PDM").
  1. The schedule shall incorporate activity descriptions, sequence, logic relationships, duration estimates, resource-loading and other information as defined herein.
  2. The schedule shall include all Contract Milestones defined herein and/or by Contractor's Proposal Schedule, as well as all engineering, fabrication and delivery dates required to support Contract Milestones.
  3. Activities to be integrated and shown in the schedule shall include, in addition to all construction activities: milestones representing Contractor's submittal dates of all critical submittals, and activities representing Owner's review period of each submittal (which review period shall in no case be scheduled for less than 21 calendar days); Contractor's procurement of materials and equipment; manufacture and/or fabrication, testing and delivery to the Job Site of special material and major equipment; equipment installation and preliminary, final and performance testing of equipment or systems installed under the Contract.
  4. The Contract Schedule shall also show start and finish dates for all temporary works; all construction of mock-ups, prototypes and/or samples, punch-listing; Owner interfaces and

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- Owner-furnished-item requirement dates; interfaces with Separate Contractors; regulatory agency approvals; and permits required for the performance of the Work.
5. The Contract Schedule shall take into account all foreseeable factors or risks affecting, or which may affect, the performance of the Work, including historical and predicted weather conditions, applicable laws, regulations or collective bargaining agreements pertaining to labor, transportation, traffic, air quality, noise and any other applicable regulatory requirements.
  6. Contractor shall not use any "float suppression" techniques such as preferential sequencing or logic, special lead/lag constraints, or unjustifiably over-estimated activity durations in preparing its Contract Schedule (constraints for Contract Milestones only will be permissible), unless approved by Owner. All activities/milestones that are constrained, or contain start-to-start, finish-to-finish, or start-to-finish, or negative lag relationships, shall have an explanation in the activity log and the log shall be printed below the activity bar on all reports.
- E. When submitting initial Contract Schedule, Contractor shall attach a narrative report which explains Contractor's chosen method of determination and/or assumptions used for activity durations, its assumptions regarding crew sizes, equipment requirements and production rates, any potential areas of concern or specific areas requiring coordination it may have identified and any long-lead time materials or equipment in the Work. The submittal shall also include an electronic copy of the file.
- F. Time units for all Schedules shall be in work days, and no construction activity scheduled to commence within 60 days of the "Data Date" (date of Schedule calculation) shall have a duration greater than 5 work days. Construction activities scheduled to start more than 60 days of the Data Date shall have durations no greater than 20 work days.
1. Each activity shall be assigned an appropriate calendar, which signifies a 5, 6, or 7 day work week and acknowledges multiple daily work shifts where applicable.
- G. When completed, the Contract Schedule shall represent Contractor's plan for the Work, compliant with the Contract Milestones and other Contract Documents.
- H. Owner will notify Contractor of acceptance or of any changes necessary to the Contract Schedule within 10 days from the formal presentation by Contractor. Contractor shall effect any required changes to the Contract Schedule and resubmit it for acceptance within 3 days, certifying in writing that all information contained therein complies with the Contract requirements.
- I. Upon notification by Owner of acceptance of the Contract Schedule, Contractor shall prepare computer plots and printouts, and complete its submission of the Contract Schedule, which shall include the following:
1. Bar Charts for:
    - a. Contract Milestones only;
    - b. Summary Level (sorted by craft/trade and area);
    - c. Detail (sorted by Dates);
    - d. Detail (sorted by Responsibility), and;
  2. Reports for:
    - a. Float (sorted low to high), and;
    - b. Resource Histogram.
  3. Provide all data files electronically via Newforma.
- J. Upon acceptance by Owner, the Contract Schedule shall become the baseline schedule against which all subsequent Schedule Updates shall be made, and against which Contractor shall report
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progress and variances and by which Owner shall measure Contractor's performance.

1. All schedule updates shall be made to a separate electronic file that starts as a copy of the current Contract Schedule.
  2. The Contract Schedule shall only be modified to include settled change adjustments to schedule.
  3. Progress shall be tracked on the schedule update file.
- K. Contractor shall provide a time impact analysis, based on the Contract Schedule, for any applicable Contract Directives. This time impact analysis shall be provided within 10 days of receipt of the Contract Directive, and shall be accompanied by Contractor's proposal to effect recovery of any purported schedule impact.

### 1.05 SUBMITTAL SCHEDULE

- A. Contractor shall submit its Schedule of Critical Submittal Notification, as defined in Section 01330, to Owner within 48 hr. after Notice to Proceed for Owner's approval.
- B. Within 10 days after Notice to Proceed as specified in Section 01330, Contractor shall develop and submit its initial Schedule of Submittals for Owner's review. The Schedule of Submittals shall derive from and incorporate a complete listing of all submittals required by the Contract Documents for the duration of the Contract Time. Each submittal activity shall separately depict the duration Contractor has allocated for Owner's review. The allocated review durations are subject to adjustment by Owner.
1. Contractor shall prepare its Submittal Schedule in coordination with development of the Contract Schedule logic, and shall ensure that Submittal Schedule activities are logically tied to the successor Material Procurement Schedule and Contract Schedule (work) activities.
- C. Owner's review of Contractor's Schedule of Submittals shall not confirm it as a complete listing of all submittals required by the Contract.
- D. The final Schedule of Submittals shall be submitted within 7 days of Owner's return of reviewed preliminary Schedule of Submittals to Contractor.
- E. Contractor shall identify in writing any submittals that it has determined must be initiated prior to the approval of the Schedule of Submittals to avoid any unrecoverable schedule impact or unwarranted relinquishing of float.
- F. After review by Owner, the Schedule of Submittals shall be updated on a weekly basis and a variance report generated including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report.
- G. The Schedule of Submittals shall also be updated and submitted with the monthly Contract Schedule Update submission. Changes from the last report shall be indicated with an asterisk.

### 1.06 MATERIAL PROCUREMENT SCHEDULE

- A. Within 14 days after Notice to Proceed as specified in Section 01330, Contractor shall develop and submit its Material Procurement Schedule for Owner's review. The Material Procurement Schedule shall incorporate all material or equipment required by the Contract having a lead time of 4 weeks

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or greater.

- B. Contractor shall prepare its Material Procurement Schedule in coordination with development of the Contract Schedule logic, and shall ensure that Material Procurement Schedule activities are logically tied to the precedent Submittal Schedule and successor Contract Schedule (work) activities.
- C. The Material Procurement Schedule shall be in tabular format, including the following at a minimum: Line No., Part Name/Description, Manufacturer's Part No., Drawing/Specification Reference, Quantity, Responsible Subcontractor, Purchase Order No., Purchase Order Date, Supplier Name, Supplier Contact, Supplier Phone No., Purchase Order Delivery Date, Field Need Date, Date of Last Contact, and Delivery Location.
- D. After review by Owner, the Material Procurement Schedule shall be updated on a weekly basis and a variance report generated including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report.
- E. The Material Procurement Schedule shall also be updated and submitted with the monthly Contract Schedule Update submission.
- F. Owner's review of Contractor's Material Procurement Schedule shall not confirm it as a complete listing of all materials required by the Contract.

### 1.07 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

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- submit the Punchlist Schedule to Owner within 2 days of receipt. The comments column will be used for Owner sign-off of acceptance of the Punchlist items.
4. The Contractor shall status the list at the beginning of each day and report to the Owner by noon, the total number of items, number complete, number ready for Owner buy-off, and number to go.

### 1.08 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



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dimensions, materials, fastenings, anchorages, joining's, sealing, backing, utility requirements, rough-in, and adjacent related conditions.

C. Coordinated drawings:

1. Contractor shall prepare separate (from Contract Drawings) composite, detailed coordination drawings consisting of plans, elevations, and sections as required to clearly delineate and show the relationship between all utilities, mechanical and electrical work. These drawings shall include and show due consideration for utilities, architectural elements and structural elements (including excavations and shoring, utility vaults, manholes, and foundations for permanent and temporary construction) and identify potential interface trouble spots.
2. Individual drawings for any single element will not be accepted or reviewed unless and until the coordinated drawings have been previously reviewed and accepted.
3. The purpose for the coordinated drawings is to determine, for the mutual benefit of all concerned, the precedence of trades' work and the allocation of available physical space for installation of trades' work.
4. Generation and submission of coordination drawings shall be made in a timely manner and in support of the Contract Schedule.

### 1.05 PRODUCT OR CATALOG DATA

- A. Manufacturer's standard drawings modified to delete non-applicable data or include applicable data.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations, and other standard descriptive data.
1. Mark up each copy to identify pertinent materials, products, or models applicable to the project using a distinct, bold "cloud" outline. Clearly indicate which items shown are not for review.
  2. Clearly mark up each copy of the submittal data to identify the Section, page number, and Article of the Specifications to which it is referenced.
  3. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams, and controls.
  4. Submittals for each manufactured item shall be current manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves and catalog cuts.
  5. Handwritten and typed modifications and other notations not part of the manufacturer's preprinted data will result in the rejection of the submittal.
  6. Should the manufacturer's data require supplemental information for clarification, the supplemental information shall be submitted as specified for certificates of compliance.
  7. Photographs of existing installations are unacceptable and will be returned without approval.
- C. Manufacturer and catalog data shall include the manufacturer's name, trade name, place of manufacture, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and technical paragraph reference.
1. Submittals shall also include applicable federal, military, industry, and technical society publication references, years of satisfactory service and other information necessary to establish contract compliance of each item to be provided.

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D. Manufacturer's instructions

1. Where installation procedures or part of the installation procedures are required to be in accordance with manufacturer's instructions, submit printed copies of those instructions prior to installation.
2. Installation of the item shall not proceed until manufacturer's instructions are received.
3. Failure to submit manufacturer's instructions shall be cause for rejection of the equipment or material.

E. Manufacturer's certificates

1. Submit manufacturer's certifications as required for products, materials, finishes and equipment as specified in each technical section of these Specifications.
2. Certificates from material suppliers are not acceptable.
3. Preprinted certifications and copies of previously submitted documents will not be acceptable.
4. The manufacturer's certifications shall name the appropriate products, equipment or materials and the publication specified as controlling the quality of that item.
5. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as," "achieve the same end use and results as materials formulated in accordance with the referenced publications," or "equal or exceed the service and performance of the specified material."
6. Certifications shall simply state that the item conforms to the requirements specified.
7. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance.

F. Reference Standard Compliance

1. Where equipment or materials are specified to conform to industry and technical society reference standards, submit proof of such compliance.
2. The label or listing by the specified organization shall be acceptable evidence of compliance.

### 1.06 SAMPLES

A. Physical samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work will be judged.

1. Office samples of sufficient size and quantity to clearly illustrate:
  - a. Functional characteristics of product or material, with integrally-related parts and attachment devices.
  - b. Full range of color samples.
2. The samples will be kept by the Owner's Representative's Representative, at the Owner's Representative's option.

### 1.07 OPERATING AND MAINTENANCE DATA

A. Prior to close-out of the Contract, the Contractor shall furnish to the Owner's Representative not less than three (3) bound copies of Operation and Maintenance (O&M) Manuals and 1 CD containing an electronic image of each and every page of the O&M manual in .pdf format, describing the proper operation and maintenance of all equipment and systems provided or installed by the Contractor as part of the Work. Information contained in the manuals shall include, but shall not be

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limited to, the following information as it pertains to each piece of equipment or system furnished:

1. Manufacturer's specification
2. Manufacturer's installation instructions
3. Manufacturer's operating instructions
4. Manufacturer's maintenance instructions
5. Equipment programming manuals and software
6. Any serial numbers unique to individual machines, equipment or devices.
7. Complete listing of equipment/system replacement parts, including part numbers.
8. Name and telephone number of source for equipment/system replacement parts.
9. Complete wiring and/or piping diagrams (as applicable).
10. Manufacturer's written warranty
11. Manufacturer's recommended spare parts list including lead tie information
12. Certification of final inspection from 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.

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3. Wiring diagrams: (Complete wiring diagrams for internally wired components including controls).
4. Operating sequence: (Describe in detail).
5. Manufacturer's data: (Provide catalog data sheets, specifications, nameplate data, and parts list).
6. Preventative maintenance: (Provide manufacturer's detailed maintenance recommendations).
7. Troubleshooting: (Provide manufacturer's sequence for troubleshooting procedures for operational problems).
8. Extra parts: (Provide a listing of extra stock parts furnished as part of the Contract).
9. Warranties: (Provide specific manufacturer's warranty). List each component and control covered, with day and date warranty begins, date of expiration, and name, address and telephone number of person to contact regarding problems during warranty period.
10. Directory: (Provide names, addresses, and telephone numbers of General Contractor, its subcontractors, suppliers, installers, and authorized service and parts suppliers). Format shall be as provided in Attachment C to the Project Manual:

### 1.08 SUBMITTALS RELATED TO SCHEDULING OF THE WORK

- A. Refer to Section 01325 for description of and requirements for preparation and submittal of submittals pertaining to scheduling of the Work.
- B. Milestone Schedule: Submit within 10 days after Notice to Proceed (hereinafter referred to as NTP, which shall have the same meaning as Date of Commencement as used in Article 8 of the General Conditions of the Contract for Construction).
- C. Initial Schedule of Submittals: Submit within 14 days after NTP.
- D. Initial Material Procurement Schedule: Submit within 21 days after NTP.
- E. Initial Contract Schedule: Submit within 28 days after NTP.

### 1.09 SUBMITTALS OF PLANS, PROGRAMS AND RELATED SUBMITTALS

- A. Payment and Performance Bonds: Submit immediately upon Contract execution.
- B. Initial (major) Subcontractor List: Submit within 5 days after NTP.
- C. Subcontractor List: Submit within 28 days after NTP, and update as required.
- D. NOTE: In no case will a subcontractor be permitted to begin on-site operations if that subJCB Construction Inc. has not been submitted on the current Subcontractor List at least 5 days prior.
- E. Contractor's Storm Water Management Plan: Submit within 14 days of NTP.
- F. Construction safety program: Submit a copy of Contractor's "site specific program" in conformance with Article 10 of the General Conditions of the Contract for Construction within 21 days after NTP.
- G. Fire safety program: Submit within 21 days after NTP.
- H. Weather preparedness program: Submit within 28 days after NTP.
- I. Traffic control and logistics plan: Submit within 28 days of NTP.

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- J. Hazardous waste management plan: Submit within 21 days of NTP.
- K. Quality control plan: Submit within 28 days of NTP.
- L. Sequence of operations plan. Submit within 28 days of NTP.

### 1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data, and samples for compliance prior to submittal to Owner's Representative.
  - 1. Verify field measurements, field construction criteria, catalog numbers, and similar data.
  - 2. Coordinate each submittal with the requirements of the Work and Contract Documents.
  - 3. Contractor must have reviewed and stamped submittals that are furnished to them by their subcontractors or materials suppliers **PRIOR TO** submitting them to the Owner's Representative.
- B. Make all submittals at least 21 days prior to the date when the returned, reviewed and approved submittal will be needed to maintain the Contract Schedule.
  - 1. Within 5 days after the Notice to Proceed, Contractor shall identify to Owner's Representative those specific submittals which are critical to the anticipated sequence/flow of work and require an expedited Owner's Representative review/approval as part of its Initial Material Procurement Schedule submittal. Contractor shall identify any other critical submittals within 7 days of making its Initial Material Procurement Schedule submittal. Owner's Representative will coordinate with Contractor to expedite those submittals reviews so identified (subject to verification by Owner's Representative) in less than 10 days. However, if Contractor requests an expedited submittal turnaround after this aggregate 12- day period of "Critical Submittal Notification" Owner's Representative reserves the right to reject such request if its resource commitments do not allow (since it will be allocating such resources based on the extent of submittals so identified by contractor in that 12-day period).
- C. Contractor's responsibility for errors and omissions in submittals or deviations from Contract Documents shall not be relieved by Owner's Representative's review of submittals.
- D. Contractor's responsibility for any unauthorized deviations from requirements of Contract Documents made in submittals is not relieved by Owner's Representative's review of submittals.
- E. Do not begin work that requires submittals until submittals have been returned with Owner's Representative's (or consultant's) stamp and initials or signature indicating review and disposition.
- F. After Owner's Representative's review and return, promptly distribute copies to all affected parties.
- G. Notify Owner's Representative in writing of proposed deviations from requirements of Contract Documents at time submittals are made.
  - 1. A "deviation" shall be construed to mean a minor change to the sequence indicated on Drawings or specified.
    - a. Deviation shall not be construed to mean substitutions or product options.
  - 2. In addition to notifying Owner's Representative in writing of deviations, circle deviations

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- on shop drawings.
3. The failure of the Contractor to clearly denote deviations within a submittal in writing on company stationery (not a transmittal), and subsequently not addressed in the Engineer/Architect's review of the submittal, and thereby installed by the Contractor, may constitute the removal of the applicable work item(s) and replacement in accordance with the Contract Documents at no additional cost to the Owner.

H. The Owner's Representative may require submittals for other shop drawings or procedures.

### 1.11 SUBMITTAL REQUIREMENTS

- A. Accompany submittals with transmittal letter in duplicate, containing:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Description of data contained in submittals.
  5. Listing of all letters containing description of deviations from Contract Documents.
  6. Other pertinent data.
  7. Appropriate identification ("flagging") for the following occurrences:
    - a. Deviations, with separate, accompanying detailed description of proposed deviation including corresponding changes in Contract Sum, Contract Time, or Construction Schedule Milestones.
    - b. Submittals requiring expedited or urgent review and return, or not in conformance with specified submittal requirements.
    - c. Substitutions, where same have been approved in accordance with Section 01630.
- B. Each submittal shall be packaged separately and covered by a separately, single-subject transmittal letter. Do not combine multiple submittals in a single package or transmittal letter.
- C. Submittals shall include:
1. Date and revision dates.
  2. Project title and number.
  3. Number identification (i.e., submittal number) on every sheet, page or item, as applicable.
  4. The names of: Owner's Representative, Owner's consultants, Contractor, subcontractor, supplier, manufacturer, and separate detailer when appropriate or pertinent.
  5. Identification of product or materials on every sheet, page or item, as applicable.
  6. Relationship of product to adjacent structure, utilities, services or materials.
  7. Clearly identified field dimensions, when known.
  8. Specification Section number and paragraph(s), and/or drawing references to which it pertains.
  9. Applicable standards, such as ASTM and others.
  10. A blank space, 4 in. x 3 in., for Owner's Representative's stamp.
  11. Identification and description of deviations from Contract Documents.
  12. Request for selection of colors, patterns, and textures for materials contained in submittals.

NOTE: Provide each and every item of finish, including color, pattern and texture as selected or approved by Owner's Representative.
  13. Contractor's stamp, initialed or signed, certifying review of submittal, compliance with Contract Documents, and verification of field measurements when applicable. Additionally, material certifications, as required by Specifications, shall be notarized. Contractor's stamp shall read "This submittal has been reviewed for conformance to

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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.

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- B. Furnish materials selections, and selection or approval of each and every item of color, pattern, and texture of materials contained in the project.
- C. Affix stamp and initials or signature acknowledging review of submittal as follows:
  - 1. NO EXCEPTIONS TAKEN. If the review indicates that the material, equipment or work method complies with the project manual, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
  - 2. MAKE CORRECTIONS NOTED. DO NOT RESUBMIT. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
  - 3. MAKE CORRECTIONS NOTED AND RESUBMIT. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "MAKE CORRECTIONS NOTED AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT. "
  - 4. REJECTED - RESUBMIT IN ACCORDANCE WITH CONTRACT DOCUMENTS. (Re-submittal of submittals shall be made within 14 days.) If the review indicates that the material, equipment, or work method does not comply with the project manual, copies of the submittal will be marked "REJECTED - RESUBMIT IN ACCORDANCE WITH CONTRACT DOCUMENTS." Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT."
  - 5. Void.
  - 6. Not reviewed (record only).
- D. Return submittals to Contractor for distribution.

### PART 2 – PRODUCTS

Not Used

### PART 3 – EXECUTION

Not Used

<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:

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- a) Functional characteristics of product or material, with integral related parts and attachment devices.
- b) Full range of color samples.
- 2. Field samples and mock-ups:
  - a) Erect at job site at location acceptable to Owner.
  - b) Construct each sample or mock-up complete, including work of all trades required in finished work.

### 1.06 MANUFACTURER'S CERTIFICATES

- A. Submit three (3) copies of certificates in accordance with requirements of individual Specification Sections.

### 1.07 SUBMITTAL REQUIREMENTS/PROCEDURES

- A. Within five (5) calendar days after award of Contract, submit a list of shop drawings by Specification Section, and include a list of dates submittals are expected to be made.  
  
Within ten (10) calendar days the Contractor shall submit ALL submittals to the Owner's Representative for approval.
- B. Deliver submittals at established times before the dates that approved submittals will be needed.
  - 1. Verify with the Owner's Representative required timing and dates.
- C. Procedure for submittals, including number and types of copies for shop drawings, catalog cuts, certifications and samples shall be as indicated on flow charts provided by Owner's Representative.
- D. Contractor must have reviewed and stamped submittals that are furnished to them by their subcontractors or materials suppliers **PRIOR TO** submitting them to the Owner's Representative.
- E. In addition to the usual, or normal, shop drawings, submit the following for approval when requested:
  - 1. Sequence of operations
  - 2. Safety and Hazard Communications program
  - 3. Fire protection program
  - 4. Weather protection program
  - 5. Site drainage and erosion control plan
  - 6. Temporary Traffic Control 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 Contact 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.

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10. Daily Reporting.

- B. Itemize separate line cost for work required by each Section of Specification broken down as required by the Owner's Representative for segments of the Project by ramps, bridges, etc.
- C. Breakdown costs to indicate:
  - 1. Delivered cost of product, with taxes paid.
  - 2. Total installed cost, with overhead and profit.
  - 3. Make sum of total costs of all items listed in schedule equal to total Contract Sum.
  - 4. Submit separate Schedule of Values for costs involved with Owner-furnished products.

### 1.04 STORED MATERIALS

- A. To assure that certain critical materials will be available for incorporation into the Work when needed, Contractor may request approval for payment of those certain materials suitably stored at job site before they are installed. Proof of Ownership and certificates of insurance will also be required for stored material prior to payment being considered.
- B. Unless otherwise approved by the Owner, no off-site stored materials will be considered for payment prior to installation.

### 1.05 REVIEW AND RESUBMITTAL

After review by Owner's Representative, revise and resubmit schedule (and stored materials) as required.

<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, ([www.state.fl.us/CFTOD](http://www.state.fl.us/CFTOD)).
  - 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

<b>END OF SECTION 01410</b>
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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

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9. Association of Edison Illuminating Companies (AEIC)
  10. Certified Ballast Manufacturers (CBM)
  11. Chain Link Fence Manufacturers' Institute
  12. Edison Electrical Institute (EEI)
  13. Electrical Testing Laboratory (ETL)
  14. Federal Department of Transportation (Federal DOT)
  15. Federal Specifications (FS)
  16. Florida Department of Transportation (Florida DOT)
  17. Florida Lighting Efficiency Code
  18. Florida Thermal Efficiency Code
  19. Florida Trenching and Safety Act
  20. Institute of Electrical and Electronics Engineers (IEEE)
  21. Instrument Society of America (ISA)
  22. Insulated Cable Engineers Association (ICEA)
  23. National Bureau of Testing Standards
  24. National Fire Protection Association (NFPA)
  25. National Electrical Code (NEC)
  26. National Electrical Manufacturers' Association (NEMA)
  27. National Electrical Safety Code (NESC)
  28. National Electrical Testing Association (NETA)
  29. Occupational Safety and Health Act (OSHA)
  30. Steel Door Institute (SDI)
  31. Steel Structures Painting Council (SSPC)
  32. Underwriter's Laboratories (UL)
  33. Uniform Building Code (UBC)

### PART 2 – PRODUCTS

Not Used

### PART 3 – EXECUTION

Not Used

<b>END OF SECTION 01420</b>
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Soils Investigation  
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### **SECTION 01430 SOILS INVESTIGATION**

#### **PART 1 - GENERAL**

##### **1.01 SOILS INFORMATION**

- A. All soils investigation information was obtained only for Owner's use in design, and is not included as part of the Contract Documents.
- B. Additional Investigation
  - 1. Contractor shall visit the site and acquaint itself with the site conditions.
  - 2. Prior to bidding, Contractor may make its own subsurface investigations and make its own determination regarding subsurface conditions.
  - 3. Contractors are invited to conduct check surveys prior to bidding. No claim for additional compensation will be allowed due to difference in elevations encountered after Contract Award.

<b>END OF SECTION 01430</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.

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- C. Contractor's on-site supervisory staff shall function as the quality control staff, and such staff shall review all items of work to ensure compliance with the requirements of the Contract Documents.
- D. Owner or its representative (which may be the Architect/Engineer or other such qualified entity as Owner may elect to employ for such purpose) will periodically review the Work in progress for compliance with the Contract Documents, and will present reports of such reviews to Contractor for corrective action as required.
  - 1. Neither the performance nor absence of performance of such reviews by Owner or its representative(s) shall relieve Contractor of its complete responsibility for quality control and ensuring conformance to the requirements of the Contract Documents.
  - 2. Contractor shall prepare and provide any additional information reasonably requested by Owner/Owner's Representative pertaining to the quality and performance of materials, methods and construction practices used by Contractor in performance of the Work.
- E. Ensure that appropriate facilities, instruments and devices required for implementation of Contractor's approved QC Plan are available on site as required.

### 1.02 CONTRACTOR'S REQUIRED QUALITY ASSURANCE MEASURES

- A. Implement the accepted QC Plan, integrating same into all supervision, Subcontractors' and suppliers' work, manufacturing, services and work to ensure performance of the Work in accord with the requirements of the Contract Documents.
- B. Workmanship: Provide suitably qualified personnel to produce work of specified quality at all times, and enforce exclusion of personnel from performing operations for which they are unqualified by lack of certification, registration, or demonstrated inability.
- C. The Work shall be considered "custom construction" and completed in accord with the highest applicable standard of workmanship by all trades, and shall not be considered "standard commercial construction" unless explicitly shown or specified as such elsewhere in the Contract Documents.
- D. Covering of work: Complete and submit a "pre-cover sign-off sheet" to Owner/Owner's Representative before the concealing of any work.
  - 1. The sign-off sheet shall include certification, signed and dated by Contractor and the subcontractor(s), that the work has been installed in compliance with the Contract Documents and that the work has been reviewed and approved as required by applicable testing and jurisdictional authorities.
  - 2. Such sign-off sheet shall be submitted to allow adequate time for Owner/Owner's Representative to inspect the work before concealment.
    - a. Provide notice to Owner/Owner's Representative's testing agency as specified in Section 01455 for testing or inspections specified to be performed by it.
    - b. Provide minimum of 24 hours (1 working day) notice for any other procedures or installations.
  - 3. Afford Owner or its representative's full access to work to be observed or inspected, including any required accommodations such as hoisting, planking, or lighting.
  - 4. If after Contractor's having made proper and timely notice Owner/Owner's Representative should elect not to avail itself of the opportunity to inspect or observe an item of work, Contractor may proceed with covering of that work without further notice to Owner/Owner's Representative. Complete responsibility for performing all work in accord with requirements of the Contract Documents shall remain with Contractor in such event,

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- and any such “unobserved” work later found to be nonconforming shall be remedied to Owner/Owner’s Representative’s satisfaction at no additional cost to Owner.
5. Covering of work without providing Owner/Owner’s Representative sufficient prior opportunity to review same shall be grounds for Owner/Owner’s Representative to direct Contractor to uncover, correct (as required) and reinstall such work at no additional cost to Owner.
- E. Aesthetic inspections or observations by Owner/Owner’s Representative: Complete and submit an “acceptance sign-off sheet” to Owner/Owner’s Representative with a minimum of 48 hours (2 working days) notice for any procedures or installations which require inspection of an aesthetic or artistic nature.
1. Contractor shall not proceed with procedures and installations for which an inspection of an aesthetic nature is required absent Owner/Owner’s Representative’s receipt and approval of the acceptance sign-off sheet.
- F. Cable Splicer/Terminator Qualifications
1. Each cable splicer/terminator shall be approved and qualified by RCES in the splicing and terminating of Kerite high and medium voltage cables.
2. Each cable splicer/terminator shall have five or more years recent, verifiable experience splicing and terminating Kerite high and medium voltage cables.
3. In addition, the cable splicer/terminator may be required to make an approved dummy or practice splice/termination in the presence of the Owner/Owner’s Representative in accordance with the cable manufacturer’s instructions before being approved as a qualified cable splicer.
4. The Owner/Owner’s Representative reserves the right to require additional proof of competency or to reject the individual and call for certification of an alternate cable splicer/terminator.
- G. Exothermic Welder Qualifications
1. Welders shall be previously qualified (within the past twelve months) by passing the tests prescribed in the AWS Standard Qualification Procedure or by passing such other tests as the Owner/Owner’s Representative may accept.
2. Welders, welding operators and tackers shall be qualified in accordance with the requirements of AWS D1.1.
3. Submit two certified copies of the qualification records to the Owner/Owner’s Representative as evidence of qualification to the above-mentioned code.
4. Each welder shall have two or more year’s recent, verifiable experience in performing exothermic welding.
5. In addition, the welder may be required to make an approved dummy or practice weld in the presence of the Owner/Owner’s Representative in accordance with the weld manufacturer’s instructions before being approved as a qualified welder.
6. The Owner/Owner’s Representative reserves the right to require additional proof of competency or to reject the individual and call for certification of an alternate welder.
- H. Lightning Protection System Installer Qualifications
1. The Contractor must provide documentation that each installer has been certified with at least five years of recent experience in installing lightning protection systems.
2. The Owner/Owner’s Representative reserves the right to require additional proof of
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competency or to reject the individual and call for certification of an alternate lightning protection system installer.

### 1.03 MANUFACTURER'S INSTRUCTIONS

- A. Where required by Specifications, submit manufacturer's printed instructions in the quantity required for product dates, delivery, handling, storage, assembly, installation, start-up, adjusting, balancing, and finishing as applicable.
- B. Contractor shall comply with manufacturer's instructions in fullest detail, including performance of each step of assembly or installation in exact sequence. Should manufacturer's instructions conflict with Contract Documents in any manner, request immediate clarification from Owner/Owner's Representative before proceeding with the operation in question.

### 1.04 MINIMUM CONSTRUCTION TOLERANCES AND REQUIREMENTS

- A. Where stricter standards or tolerances are specified elsewhere in the Specifications or in references specified in the Specifications, such stricter standards or tolerances shall take precedence over the standards and tolerances enumerated herein.
- B. Construct and install all parts of the Work level, plumb, square and in correct position unless explicitly shown or specified otherwise.
  - 1. No part shall be out of plumb, level, square or correct position so as to impair the proper functioning of the part or the Work, in the sole determination of Owner/Owner's Representative.
  - 2. The following tolerances shall apply to plane surfaces:
    - a. No point in the plane surface shall be out of correct position by more than 1/8 in.
    - b. No straight-line tangent to the plane surface shall vary from the plane surface by more than 1/8 in. in 10 ft. (non-cumulative).
- C. Make all joints tightly and neatly.
  - 1. Only apply moldings, sealant, or other joint treatment with explicit permission of Owner/Owner's Representative unless it is explicitly so specified or shown.
- D. Provide galvanic insulation between dissimilar metals that are not adjacent on the standard galvanic scale.
- E. Fasteners and fastening:
  - 1. All fasteners used by all trades in exterior applications and elsewhere where dampness or corrosion can reasonably be anticipated shall be corrosion-resistant.
    - a. Fasteners for carpentry in exterior applications or in potentially damp locations shall be stainless steel, aluminum, or double hot-dip galvanized steel.
    - b. Fasteners for other materials in exterior applications, in cellars and crawl spaces, embedded in exterior walls, at or above the roof, and other places where dampness and corrosion can reasonably be anticipated shall be one of the types specified below (as applicable).
  - 2. Fasteners for copper, brass and bronze in all locations and under all conditions shall be copper, brass, or bronze, respectively.
  - 3. Fasteners for stainless steel in all locations and under all conditions shall be stainless steel.



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- 4. Fasteners for aluminum shall be stainless steel or aluminum where exposed to view, and stainless steel, aluminum or double hot-dip galvanized steel where not exposed to view.
  - 5. Fasteners for ferrous metals in all locations and under all conditions shall be galvanized or stainless steel.
  - 6. If corrosion-resistant fasteners are not available for a given application, notify Owner/Owner's Representative for direction regarding alternative corrosion protection methods.
- F. Apply protective finish to parts of the Work before concealing parts (i.e., paint door tops and bottoms before hanging doors, paint degradable mounting plates before installing other parts over them, etc.).
- 1. Unless specified otherwise, paint concealed materials and products with same primer and finish specified for exposed surfaces. If concealed materials are fully covered, primer alone is sufficient unless specified otherwise.
  - 2. Concealed products that are already corrosion-protected need not be protected further unless specified otherwise.
  - 3. Refer to individual Specification Sections for additional protective finishes or coatings requirements.
- G. Manufacturers, subcontractors, and workers shall be experienced and skillful in performing the work assigned to them.
- H. Verify critical dimensions in the field before fabricating items, which must fit adjoining construction.
- I. Where accessories are required in order to install parts of the Work in usable form, provide such accessories even where not explicitly specified or shown.
- J. Whenever possible, accessories shall be manufactured by the same manufacturer as the larger part or device for which they are to be used.
- K. Adjust and test operation of all items of equipment, leaving them fully ready for use (refer to Section 01660 for mechanical and electronic equipment start-up restrictions).

### 1.05 GENERAL WORK REQUIREMENTS

- A. Seal all cracks and openings to make exterior skin of buildings tight to water and air entry, as specified.
- B. Provide adequate blocking, bracing, nailers, fastenings, and other supports to install parts of the Work securely.
  - 1. Blocking, bracing, nailers, fastenings, and other supports shall be of a type not subject to deterioration or weakening as the result of environmental conditions or aging.
  - 2. Secure any objects suspended directly overhead in accessible areas (or suspended over adjacent areas where a falling object can rebound into an accessible area) such that each suspended object has complete redundancy of adequate support connected to the structure of the building.
- C. Provide bases, pads, inserts, blockouts, and other miscellaneous supporting structures as required for all portions of the Work, even where it may not be explicitly indicated but is nonetheless required for a complete or proper installation.

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### **PART 2 – PRODUCTS**

Not Used

### **PART 3 – EXECUTION**

Not Used

<b>END OF SECTION 01440</b>
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Section 01455  
Testing and Inspection Services  
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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

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- Contract Documents.
    - d. Perform additional services as may be required or ordered by Owner's Representative.
  - D. Testing laboratory is not authorized to:
    - 1. Release, revoke, alter, or enlarge upon requirements of Contract Documents.
    - 2. Approve or accept any portion of the work.
    - 3. Perform any duties of Contractor.
  - E. Tests and inspections: Sampling, inspection, and testing shall include, but not necessarily be limited to, the following:
    - 1. Soils for use in fills and backfills: Determine suitability.
    - 2. Foundation bearings: Inspect and test.
    - 3. In-place fills and backfills: Inspect and test.
    - 4. Reinforcing steel: Inspect and test.
    - 5. Concrete ingredients: Inspect and test.
    - 6. Concrete quality control: Inspect and test.
    - 7. Structural steel: Inspect and test.
    - 8. Welding and structural bolting: Inspect and test.
    - 9. Concrete unit masonry including veneer ties.
    - 10. Fireproofing: Inspect and test.
    - 11. Asphalt concrete; asphalt concrete base: Inspect and test.
    - 12. Refer to individual Specifications Sections for additional specific testing requirements.

### 1.02 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel. Provide access to Work site, and to manufacturer's shops as may be required by laboratory personnel to perform inspecting, sampling, and testing services.
- B. Notify laboratory sufficiently in advance of project need to allow for scheduling, assignment of personnel, inspecting, and testing (at least 48 hours).
- C. Provide for laboratory sampling in required quantities, all representative samples of materials to be tested.
- D. Furnish copies of all test reports and certifications which may be required by testing laboratory.
- E. Furnish casual labor and facilities:
  - 1. To provide access to work to be inspected and tested, facilitate inspections and tests, and to obtain and handle samples at the Job Site.
  - 2. For laboratory's exclusive use for storage and curing of test samples.
- F. Arrange with laboratory and pay for:
  - 1. Additional inspections, samples, and tests required for Contractor's convenience.
  - 2. Additional tests when initial tests indicate work does not comply with Contract requirements.

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- 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  
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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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## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01560  
Erosion Control and Dewatering  
March 6, 2025

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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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## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01560A  
SFWMD Dewatering Permit Notification  
March 6, 2025

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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.

## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01560A  
SFWMD Dewatering Permit Notification  
March 6, 2025

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### 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.

## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01560A  
SFWMD Dewatering Permit Notification  
March 6, 2025

**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.

**END OF SECTION 01560A**

## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01630  
Substitutions and Product Options  
March 6, 2025

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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

## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01630  
Substitutions and Product Options  
March 6, 2025

- 
- 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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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01640  
Product Handling and Protection  
March 6, 2025

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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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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01700  
Project Closeout  
March 6, 2025

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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.

## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01700  
Project Closeout  
March 6, 2025

- 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



## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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Contract: C006631

Section 01700  
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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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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01710  
Cleaning  
March 6, 2025

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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.

## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01710  
Cleaning  
March 6, 2025

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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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01720  
Project Record Documents  
March 6, 2025

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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:

## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed. Strike-through manufacturers and products that were not used on the project.
  2. Changes made by Revision Order, Directive, and other modifications.
  3. Other matters not originally specified.
- F. Shop drawings and samples: Maintain as record documents. Legibly annotate shop drawings and samples to record changes made after approval.
- G. In addition to requirements of this Article, comply with supplemental requirements of indicated mechanical, electrical, and equipment work.

### 1.03 AUDIT

- A. Project record documents will be reviewed monthly by Owner's Representative, who will use the current completeness of the record documents in evaluating the monthly progress payment request.

### 1.04 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS:

- A. The Record Drawings information shall be in strict accordance with the following codes and standards:
1. Reedy Creek Energy Services (RCES)
  2. Florida Department of Environmental Protection (FDEP)
  3. South Florida Water Management District (SFWMD)
  4. 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

## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01720  
Project Record Documents  
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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

## Division 01 Specifications – General Requirements

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
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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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## Division 01 Specifications – General Requirements

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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



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location, and permit an accurate field location and site marking, as required by Sunshine One Call of Florida, of the mapped directional drill. Bore log shall be incorporated into the final record drawing set.

**B. Horizontal Directional Drill Contractor Responsibilities:**

1. The directional drill contractor will be responsible for providing the electronic tracement of the installed facility.
2. The electronic tracement for submittal purposes will be performed on the final reaming or pulling of the drill.
3. The linear distance between collected tracement data points will not be greater than 15 feet or individual lengths of bore casing; whichever is the lesser distance.
4. Field location of data collection points used by the contractor will either be coordinated with the surveyor for simultaneous field location or marked in the field in a manner that the surveyor can collect the corresponding horizontal location and finished ground elevation for mapping purposes.
5. The submitted data will include depths/distance from finished ground to the final installed facility/utility.

**C. Florida Surveyor Responsibilities:**

1. All submitted directional drill as-built surveys will be performed by a Florida licensed surveyor.
2. The submitted As-Built Map will be in accordance to Florida Statutes, Chapter 61G17-6 (Minimum Technical Standards.)
3. Every directional drill will be identified by a unique name or number and that referenced identifier will be on the corresponding map, profile and report.
4. All horizontal and vertical survey control will be referenced to a recognized datum.
5. The beginning and ending as-built stations will have referenced measurements and ties to the survey control.

**D. The As-Built Report and/or Map will contain:**

1. A measurement and integrated data statement; providing clear information of the data sources, assignment of responsibility and collection procedures on mapped features.
2. A horizontal position accuracy statement; stating "The well identified features have been measured to an estimated horizontal positional accuracy of \_\_\_\_."
3. A vertical position accuracy statement; stating the vertical control loop closure and stating "The well identified features have been measured to an estimated vertical positional accuracy of \_\_\_\_."
4. The directional drill map or report if a report is required, will be signed and sealed by the Registered Florida Surveyor.

### 1.07 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

## **Division 01 Specifications – General Requirements**

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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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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
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Section 01730  
Execution  
March 6, 2025

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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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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 01750  
Starting and Adjusting  
March 6, 2025

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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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## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
S-405 Water Control Structure Repairs  
Contract: C006631

Section 09870  
Protective Coatings for Carbon Steel Light Poles and Mast Arms  
March 6, 2025

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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.

## **Division 01 Specifications – General Requirements**

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- C. Dry film thickness of the external primer coat shall be 2 to 3 mils.

### **3.03 EXTERNAL INTERMEDIATE COAT**

- A. Apply the external intermediate coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.
- B. During application, the relative humidity shall not exceed 90%.
- C. Dry film thickness of the external intermediate coat shall be 3 to 4 mils.

### **3.04 EXTERNAL FINISH COAT**

- A. Apply the external finish coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.
- B. Prior to application, lightly sand or abrade the previous application to roughen and degloss the intermediate coat.
- C. During application, the relative humidity shall not exceed 80%.
- D. Dry film thickness of the external primer coat shall be 2 to 2.5 mils.

## **PART 4 – QUALITY ASSURANCE**

### **4.01 APPLICATOR QUALITY CONTROL**

- A. Quality Control Plan is required for all coatings. The Contractor is required at all times to coordinate the inspection efforts of the coatings with the Owner's Representative.
- B. The coating applicator shall keep records of its quality control throughout the application process. Records shall include, but not be limited to:
  - 1. Environmental conditions during coating application.
  - 2. Surface preparation prior to coating application.
  - 3. Coating dry film thickness.
- C. The Owner shall retain a Third-party Inspector to perform shop and field inspections of the coatings. The coating applicator shall provide Owner's Inspector:
  - 1. Copies of the manufacturer's product data information.
  - 2. Access to the work before, during, and after application of each coat. Access to shipping and receiving, production, and quality control records.
  - 3. If any issues should arise in the quality control inspection, testing shall be required that may affect the pole's finish.
  - 4. The pole manufacturer must submit an engineer's analysis report.

### **4.02 OWNER'S THIRD-PARTY INSPECTOR**

- A. The Owner shall retain a Third-party Inspector to perform shop and field inspections of the coatings. At a minimum the Inspector shall be NACE Level 3 certified or equivalent.
- B. The Inspector shall visit each coating applicator's shop a minimum of two times during production. Shop inspections shall include, but not be limited to:

## **Division 01 Specifications – General Requirements**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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Section 09870

Protective Coatings for Carbon Steel Light Poles and Mast Arms

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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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# CFTOD PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS

## Section 1. INTRODUCTION

A Project Specific Safety Plan ("PSSP") is a communication tool between contractors and the Owner's Representative. Used correctly, the PSSP ensures that relevant project/site-specific safety information is identified, monitored and communicated to all involved with the project.

## Section 2. PURPOSE

The PSSP will allow all those involved with the project to easily identify the existing and potential hazards associated with the scope of work and what methods the contractor shall utilize to mitigate the hazards to an acceptable level.

This should not be an overly complex document. It should be easily referenced by all those working on the project. The document should be able to be used as part of the daily pre task planning and for onsite safety meetings (toolbox talks).

The PSSP should not be a version of the company safety plan. It is Project / Site / Task specific. The PSSP shall include the applicable information commensurate with the size, complexity and risk level of the project.

The PSSP shall make it clear that everyone on the project has the right to report hazards and unsafe practices without fear of reprisal.

Contractor shall submit a PSSP to the Owner's Representative for review prior to project commencement with appropriate time for review. The Owner's Representative reserves the right to ask the Contractor to resubmit the PSSP if safety critical items related to the project are missing or incomplete.

The submittal of the PSSP does not relieve the Contractor from any other submittals required by the Contract Documents, including but not limited to:

- Construction & Demolition Safety Plan
- Crane Critical Lift Plan
- Hazardous Materials Disposal Plan
- Maintenance of Traffic Plan
- Hurricane / Weather Contingency Plan

## Section 3. FORMAT

The Owner's Representative will not dictate the exact format of the PSSP. However, there are four critical components of the PSSP:

- Responsibilities / Contacts
- Scope of work
- Job Safety Analysis (JSA)
- Pre-Task / Daily Safety Planning





#### Section 4. 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)

#### Section 5. 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
  - Temporary Traffic Control ("TTC"), formerly maintenance of traffic ("MOT")
  - Guest areas

#### Section 6. 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.

## Section 7. 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

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.3

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Board Meeting Date: 05/23/2025

**Subject:** Three-Year Continuing Service Contracts for Natural Gas Underground Construction Services

**Presented By:** Chris Ferraro, Director, Reedy Creek Energy Services

**Department:** Utility Services

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item 7.3 award of three-year continuing service contracts to three firms and authorizing the District Administrator to execute the contracts for district-wide natural gas underground construction services in an amount not-to-exceed \$2,700,000

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**RELEVANT STRATEGIC GOALS:** Operational Excellence

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**PROOF OF PUBLICATION:** Bids released on December 18, 2024

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### BACKGROUND:

The District's Procurement & Contracting Department issued a Request for Proposal to contractors specializing in natural gas underground utilities to provide continuing service for ongoing projects. The exact scope of work will be defined during each project initiation and issued task work order using contract rates.

Typical tasks related to the services include, but are not limited, to the following:

- Valve removals and replacements with spool pieces
- Offsets
- Segment removal and replacement
- Segment retirements (grouting, water filling or removal)
- Line relocations
- Aerial crossing removal and replacement (burial via directional drilling, or elevating of existing)

### FINDINGS AND CONCLUSIONS:

On December 18, 2024, Request for Proposal #C006758 was issued to the public. Participation occurred from a qualified section of the natural gas underground utility contractors servicing the Central Florida region. Three (3) bidders responded.

The proposals were reviewed and discussed by a formal selection committee during a public meeting on February 25, 2025. After the meeting, the committee individually scored each proposal.

Contractors that achieved a minimum score of 90 pts out of a 100 scale were awarded a contract. The awards are as follows:

Natural Gas Underground Construction Services	
Bidder	Local Office
Equix Energy Services LLC	Midway, FL
Mears Group, Inc.	Gibson, FL
SabCon Underground LLC	Winter Haven, FL

**FISCAL IMPACT:**

Individual projects under the continuing contracts will be issued through task work orders. The individual task work orders will be funded from approved and budgeted funding of the District and Utility budgets and CFTOD Series Utility Revenue Bonds (Non-Taxable).

<b>Underground Services</b>	<b>Year 1 Allocation</b>	<b>Year 2 Allocation</b>	<b>Year 3 Allocation</b>	<b>Total Allocation</b>
<b>Total Allocation</b>	\$900,000	\$900,000	\$900,000	<b>\$2,700,000</b>

**PROCUREMENT REVIEW:**

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

**LEGAL REVIEW:**

The agreement will be reviewed for form and legality by the District Attorney.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- Contract Example
- Evaluation Score Sheets

**NATURAL GAS UNDERGROUND CONSTRUCTION - CONTINUING SERVICES AGREEMENT**

THIS AGREEMENT, is made effective as of May 23, 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 **Mears Group Inc.**, (herein referred to as the "Contractor"), whose mailing address is 1606 Eastport Plaza Drive, Suite 110, Collinsville, Illinois 62234.

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

WHEREAS, Owner has a need for natural gas underground construction services on a continuing and as needed basis;

WHEREAS, Central Florida Tourism Oversight District issued a Request for Proposal ("RFP") No. C006758 on December 18, 2024, for Natural Gas Underground Construction - Continuing Services;

WHEREAS, three (3) proposers responded, and Mears Group Inc. was a high-ranking firm. The Contractor was subsequently selected as one of the three intended awardees; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

**1. DEFINITIONS.**

A. Agreement. The Agreement is the sum of all Contract Documents. It represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall be referred to throughout the Contract Documents as the "Agreement."

B. Services.

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

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

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

2. **SCOPE OF SERVICES.** A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement in accordance with Exhibit A - Scope of Work and the Exhibits outlined in the Section 23 - Contract Documents.

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

A. Contract Term. This Agreement shall commence on June 1, 2025, and continue in effect for a term of **THREE (3) YEARS**, through and including May 31, 2028. The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.

- B. Initial Request. Once a project has been identified, the Owner will request service. The Contractor shall respond on-site no later than the response timelines set forth in **Exhibit A – Scope of Work** unless Owner requests scheduled or future work.
  - C. Project Proposal. The Contractor shall provide a detailed proposal utilizing the pricing outlined in **Exhibit B – Unit Price Schedule** with associated quantities for each line item. The detailed proposal shall be submitted to the Owner within twenty-four (24) hours after initial request.
  - D. Task Work Orders for Projects.
    - (1) Individual Projects: Contractor will be required on-site based on the response timelines outlined in Exhibit A. In such cases, written authorization from the Owner's Representative (or designee) in the form of an email or text may be utilized as authorization to proceed. However, Contractor will still provide a proposal to Owner, and a Task Work Order will be completed to memorialize the services and pricing under the Agreement.
    - (2) Scheduled/Future Projects: If Owner requests service for a future date and does not require the response timelines outlined in Exhibit A, Contractor shall not commence work until a Task Work Order is executed and provided by the Owner.
    - (3) Task Work Orders shall, by mutual agreement of the parties, set forth the: (a) scope of services for the individual project; (b) price breakdown; (c) project schedule; and (d) subcontractors/sub-consultants, if applicable.
    - (4) Contractor shall complete assigned projects within the time limits specified in the Task Work Order and timelines shall be strictly enforced by Owner. At no time will Contractor be allowed to lag behind. Contractor will be expected to accurately track Contract Time and progress for each assigned project. Task Work Orders for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.
  - E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of Owner. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the Owner's Representative, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by Owner.
  - F. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by Owner, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
  - G. None of the provisions of this Section shall exclude Owner's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by Owner for the procurement of additional professional services.
4. **COMPENSATION**. Owner shall compensate the Contractor for its Services and in consideration of the terms and conditions of this Agreement, and based on the amounts approved on executed Task Work Orders in accordance with rate schedule\* set forth in **Exhibit B – Unit Price Schedule**. Completed projects must be approved and agreed upon by the Owner's Representative before payment will be made. *\*The Contractor may submit annual rate schedule adjustments within 60-days of May 1st of each year to Owner's Representative based upon the prior 12-month change in the Consumer Price Index for All Urban Consumers ("CPI-U") as published by the Dept. of Labor.*
- A. Applications for Payment. The Contractor shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "Payment Application Date"), deliver to the Owner an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. A progress report and updated project schedule must be submitted with each monthly Application for Payment indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event a project is suspended or abandoned.



- B. Monthly Progress Payments. The compensation amount under this Section shall be paid by Owner, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by Owner. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws. Prior to payment, the Owner's Representative shall review and approve the Contractor's Application for Payment, pursuant to Article 9 of the General Conditions. However, the Owner shall have no obligation to make payment if it has withheld approval as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Owner's Representative approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in Section 218.735, Florida Statutes.
- C. Final Payments. Final payment for each individual project shall be paid to the Contractor after completion of those items set forth in the TWO and/or Punch List and after Owner approval of the final Application for Payment for said project.
- D. The invoices shall be addressed appropriately as outlined below based on the project manager/department the task work order pertains to:

Central Florida Tourism Oversight District ("District" or "CFTOD") projects	District utility projects managed by Reedy Creek Energy Services ("RCES")
Central Florida Tourism Oversight District Attention: Accounts Payable P.O. Box 690519 Orlando, Florida 32869 All invoices shall be sent to <a href="mailto:ap@oversightdistrict.org">ap@oversightdistrict.org</a>	Central Florida Tourism Oversight District C/O: Reedy Creek Energy Services – Utilities Division Attention: Accounts Payable P.O. Box 690519 Orlando, Florida 32869 All invoices shall be sent to <a href="mailto:wdw.rces.billing@disney.com">wdw.rces.billing@disney.com</a>

- E. Contractor shall be compensated for any Additional Services based upon the Unit Price Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs a, b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.
- F. Owner retains the right to reduce any portion of Contractor's Services at any time.
5. **LIQUIDATED DAMAGES**. As specified in Task Work Orders.
6. **CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS**.
- A. The Contractor hereby represents and warrants to the Owner that:
- (1) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed hereunder;
  - (2) it is experienced and skilled in the construction and work of the type described in, or required by, the Contract Documents;
  - (3) all equipment and materials used in connection with the Work shall be new (except if otherwise required by the Specifications) and the equipment, the materials and the Work shall be of the best quality, free from faults and defects and shall strictly conform to the Contract Documents; and
  - (4) it has, by careful examination satisfied itself as to: (i) the nature, location and character of the job site including, without limitation, the surface and subsurface conditions of the land and all structures and obstructions thereon, both natural and manmade, surface water conditions of the Job Site and the surrounding area and, to the extent pertinent to the Work, all other conditions; (ii) the nature, location and character of the general area in which the Job Site is

located including, without limitation, its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (iii) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (iv) all other matters or things which could in any manner affect the performance of the Work. Without limitation on the foregoing, the Contractor recognizes the physical and operational restrictions on carrying on of the Work in or about the Project or the Job Site.

- B. The Contractor accepts the relationship of trust and confidence established by this Agreement between it and the Owner. It covenants with the Owner that it shall: furnish its best skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.
- C. WARRANTY. Contractor shall guarantee that the Work shall be free from any defects in workmanship for a period of not less than **ONE-YEAR** from the date of Final Completion for each individual project. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE-YEAR** from the date of Final Completion for each individual project; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the Owner's Representative before final payment will be authorized for that project.

#### 7. **INSURANCE; INDEMNIFICATION.**

- A. The Contractor shall at its expense procure and maintain during the life of this Agreement (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
  - (1) Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence. This coverage must be maintained for two (2) years after contract expiration;
  - (2) Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
  - (3) Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
  - (4) Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by (1), (2), and (3) above in an amount of at least \$1,000,000 per occurrence;
  - (5) If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this Agreement and is maintained for at least two (2) years following the conclusion of work.
  - (6) If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
  - (7) If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
  - (8) Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.



- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at [vendors@oversightdistrict.org](mailto:vendors@oversightdistrict.org).
  - C. **CANCELLATION.** All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
  - D. **ADDITIONAL INSUREDS.** Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
  - E. **WAIVERS.** The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
  - F. **CLAIMS.** The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
  - G. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.
8. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the District to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
9. **PROTECTION OF PERSONS AND PROPERTY.**
- A. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
  - B. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental

authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

- C. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal, as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

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

**11. NOTICE.**

- A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
10450 Turkey Lake Road, Box #690519  
Orlando, Florida 32869  
Attention: Contracting Officer

If to Contractor: Mears Group Inc.  
1606 Eastport Plaza Drive, Suite 110  
Collinsville, Illinois 62234  
Attention: Stephen Gude

or to such other address as either party may direct by notice given to the other as hereinabove provided.

- B. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

## 12. LEGAL PROCEEDINGS.

- A. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.
- B. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have

jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

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

### **13. MISCELLANEOUS PROVISIONS.**

- A. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- B. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.
- C. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- D. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

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

- A. The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Randy Sims** whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.
- B. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative

shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

15. **ARCHITECT/ENGINEER.** Contractor shall refer to Plans provided with each individual project, if any.
16. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
  - A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS [PUBLCRECORDS@OVERSIGHTDISTRICT.ORG](mailto:PUBLCRECORDS@OVERSIGHTDISTRICT.ORG), MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.**

17. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
  - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
  - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an

equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

18. **NON-FUNDING.** In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.
19. **E-VERIFY COMPLIANCE.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
20. **SCRUTINIZED COMPANIES.** By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.
  - A. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
  - B. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:
    - (1) On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473 Florida Statutes; and/or
    - (2) Engaged in business operations in Cuba or Syria.
  - C. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:
    - (1) Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
    - (2) Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for 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.
21. **PUBLIC CONSTRUCTION BOND.** Performance and Payment bonds will be required for any single task work order over \$200,000, and will be paid as a separate line item. In such case, the Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. The Public Construction Bond must be recorded in the county where the project is located.
22. **PROJECT SPECIFICATIONS.** All work shall be in accordance with all applicable federal, state and local codes and regulations, including but not limited to the following specifications and documents, which are incorporated by reference:

- Reedy Creek Energy Services ("RCES") Electrical Construction Specifications 2009 Rev.4 (Updated 09-09-2022) under RFP# C006758: Natural Gas Underground Construction - Continuing Services at the following link <https://vendors.planetbids.com/portal/62171/bo/bo-detail/124658#>

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

**23. CONTRACT DOCUMENTS.**

- A. The Contract Documents, which comprise the entire understanding between the Owner and Contractor, shall only include (1) this Agreement; (2) those documents listed in this Section as Exhibits to this Agreement; and (3) those documents identified in the Project Specifications Section of this Agreement. Each Exhibit is incorporated herein by reference for all purposes.

Exhibit A: Scope of Work (A-1 through A-2)  
Exhibit B: Unit Price Schedule (B-1 through B-2)  
Exhibit C: Special Contract Conditions (C-1 through C-15)  
Exhibit D: General Conditions for Construction (D-1 through D-26)  
Exhibit E: Sample Forms (E-1 through E-10)  
Exhibit F: Contractor Proposal (F-1 through F-12)  
Exhibit G: Contractor Safety Expectation - Confined Spaces (G-1 through G-3)  
Exhibit H: Project Specific Safety Plan ("PSSP") Requirements (H-1 through H-3)

- B. If there is a conflict between the terms of this Agreement and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Exhibits.

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

OWNER  
**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

CONTRACTOR  
**MEARS GROUP INC.**

Signature: \_\_\_\_\_  
*As authorized by the Board of Supervisors*

Print Name: S.C. Kopelousos

Title: District Administrator

Date: May 23, 2025

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

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

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

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



**Exhibit A**  
**SCOPE OF WORK**  
**Contract No. C006808**

**SECTION 1. SCOPE OF WORK OVERVIEW**

- 1.1 The Contractor shall provide natural gas-specific underground utilities services on an as-needed and emergency basis for a three-year continuing contract term.
- 1.2 Typical items of work may include, but are not limited to: valve removals and replacements with spool pieces, offsets, segment removal and replacement, segment retirements (grouting, water filling or removal), line relocations, aerial crossing removal and replacement (burial via directional drilling, or elevating of existing).
- 1.3 Contractor should be ready to provide and coordinate qualified support resources such as nondestructive testing ("NDT") and supplemental line-stop/stopple by-pass crews and equipment, all other items of work required by the District. In addition, this contract shall serve to provide the District with emergency response for minor repairs.

**SECTION 2. SCOPE OF WORK**

- 2.1 Task Work Orders may include but are not limited to the following: performing excavation and exploratory digging, installation of all required line stops for the replacement of the natural gas valves, replacement of all required piping and valves; tie-in of new gas line; backfill, area restoration, providing Temporary Traffic Control ("TTC") formerly known as Maintenance of Traffic ("MOT") for the duration of work.
- 2.2 The Contractor shall make available to the Owner a 24-hour "hotline" telephone number for emergencies, 365 days per year, including District recognized holidays.
- 2.3 **Required Response Time for Regular Service:**
  - Contractor will respond and will be on-site no later than 24 hours after a request for service from the District.
  - Failure to adhere to this response time will be cause for contract default.
- 2.4 **Emergency Services:**
  - Contractor will be on-site within two-hours (2-hrs) of an emergency call.
  - Emergency deployment consists of full staff and equipment.
  - Emergency projects may include, but are not limited to: Line strikes, critical conflict relocations and offsets, and hurricane post-assessment repairs.
  - Emergency rate will be billed when Contractor is called back after hours, with a two-hour (2-hr) or less mobilization required. This rate is only allowed if the Contractor complies with arriving in two (2) hours or less to the jobsite after notification. If arriving outside of that timeframe, only the after-hours rate may be charged.
  - Multiple failures to respond to calls needed within the two-hour (2-hr) response is cause for contract default.
- 2.5 The District will have priority deployment over other clients in an urgent or emergency situation.
- 2.6 Contractor's service vehicle shall contain all parts, equipment, and materials necessary to perform services.
- 2.7 Damage attributed to the Contractor shall be repaired immediately at no cost to the District.
- 2.8 Special access throughout property will need to be approved prior to work being performed at the Energy Plants.

**Exhibit A**  
**SCOPE OF WORK**  
**Contract No. C006808**

**SECTION 3. TASK WORK ORDERS**

- 3.1 Services will be requested as needed by District, and will be authorized on a Task Work Order ("TWO") basis. Task Work Order Review and Approval Process (sample "TWO" form included in **Exhibit E – Sample Forms**):
- A. The District will request written proposal from the Contractor.
  - B. Written proposals must include the following:
    - 1. Scope of Services (should be detailed and outline all tasks);
    - 2. Price Breakdown (should be detailed to ensure the rates are pursuant to Agreement);
    - 3. Schedule and Milestones; and
    - 4. List of subcontractors and/or sub-consultants, if applicable.
- 3.2 Liquidated Damages & Notice to Proceed ("NTP") dates will be negotiated for each project. Failures upon the part of the Contractor to complete the projects within the time frame after receiving the Notice to Proceed ("NTP") will be assessed Liquidated Damages per day in the amount the District will determine for each project.
- 3.3 If any projects are assigned with a value of \$200,000 or more, Contractor is required to furnish a recorded public construction bond for the value of the project in compliance with FS §255.05.
- 3.4 Task Work Orders will be assigned to contract holders on an alternating basis while utilizing a fair and balanced approach, but may consider current workload, schedule, availability and expertise at the sole discretion of the District.
- 3.5 The District does not guarantee the number of assignments, if any or the dollar value of fees for tasks that may be assigned herein. This Agreement shall be non-exclusive and without limitation upon the District to obtain services from third parties as the District deems appropriate in its sole discretion.

**SECTION 4. CONTRACTOR RESPONSIBILITIES**

- 4.1 The information herein is not exhaustive, Contractor working within the CFTOD natural gas utility shall be required to understand and comply with the latest versions of United States Department of Transportation, Pipeline Hazardous Materials Safety Administration – Code of Federal Regulations 192 (US DOT PHMSA 192), Natural Gas Safety Rules of the Florida Public Service Commission - State Statute Chapter 25-12 (FL 25-12) and RCES Specifications, Standards, Materials, Methods and required Submittals defined for each project.
- 4.2 Comply with confined space entry and lock out/tag out safety requirements.
- 4.3 The Contractor shall be fully responsible for obtaining all necessary permits required for the project.
- 4.4 Contractor must comply with US DOT Operator Qualifications Subpart N in 49 CFR Part 192 and Subpart G in 49 CFR Part 195.
- 4.5 Contractor must furnish traceability documentation for all contractor furnished materials such as domestic pipe and valves in the form of Material Testing Reports ("MTRs").
- 4.6 Contractor must provide test results for pre-fabricated pre-tested segments and assemblies – pressure, X-ray, Magnetic Particle or other non-destructive testing performed ("NDT").
- 4.7 Contractor shall adhere to any and all RCES Specifications as applicable to each specific project estimated for a Task Work Authorization.
- 4.8 Project Specific Safety Plan ("PSSP") – Contractor shall furnish and have accepted through CFTOD Safety prior to commencement of work.

**End of Exhibit A**



**Exhibit B**  
**UNIT PRICE SCHEDULE**  
**Contract No. C006808**

In accordance with Article 12 of the General Conditions for Construction, the following Unit Price Schedule may be used for the Contract Work (individual projects) as the Owner may direct.

### SECTION 1. LABOR RATES

The hourly wage rates shall be utilized for calculating the total cost of labor pursuant to this Agreement. All hourly wage rates set forth herein are inclusive of the Contractor's overhead, profit and cost of all employee burdens, benefits, insurance and Worker's Compensation coverage. The Contractor shall provide, if so required by Owner, as supporting data, evidence of the direct cost of labor, Contractor's overhead, profit, and each category of employee burden, benefit and related cost.

- **Standard** labor shall be between the hours of 7:00 AM and 5:00 PM Eastern Standard Time, Monday through Friday.
- **After-hours** labor shall be between the hours of 5:01 PM and 6:59 AM Eastern Standard Time, Monday through Friday, and including all hours on the weekends.
- **Emergency rate** will be billed when Contractor is called back after hours, with a two-hour (2-hr) or less mobilization required. This rate is only allowed if the Contractor complies with arriving in two (2) hours or less to the jobsite after notification. If arriving outside of that timeframe, only the after-hours rate may be charged.
- **Overtime** will be paid at 1.5 times the utilized labor rate when workers must be on the jobsite over eight (8) hours on a call.

Labor Category	UOM	Regular Rate Monday-Friday 7:00 AM-5:00 PM	After-hours & Weekends Rate	Emergency Rate
Welder w/ Rig	HR	\$155.09	\$187.13	\$215.19
Helper	HR	\$80.75	\$101.27	\$116.45
Superintendent w/ Truck	HR	\$123.07	\$157.32	\$157.32
Project Manager	HR	\$129.55	\$165.60	\$165.60
Foreman w/ Truck	HR	\$126.89	\$152.27	\$175.12
Equipment Operator	HR	\$115.36	\$138.43	\$159.20
Laborer	HR	\$70.50	\$88.44	\$101.71

### SECTION 2. PARTS AND MATERIALS MARK-UP

Parts and materials shall be billed at cost, plus a reasonable mark-up percentage. Contractor shall provide parts and material invoices from the suppliers upon request for Owner review. The mark-up percentage is inclusive of all Contractor's overhead, profit and costs associated with parts and materials. Additional fees, costs, or mark-up will not be accepted. The District may decide to Owner direct purchase any parts or materials for Contractor use during the term of the Agreement.

### SECTION 3. EQUIPMENT RATES

The table below lists each type of equipment to be utilized in the performance of the Work and the hourly, daily, weekly and monthly rate corresponding to each. Each and every listed rate is an all-inclusive rate, which includes but is not necessarily limited to, the cost of purchasing, leasing, maintaining, licensing, transporting and fueling the equipment, the Contractor's overhead and any profit to be derived by the Contractor from the use of the equipment pursuant to the Agreement, and is not subject to additional markup by the Contractor. Each and every equipment rate shall remain in effect for the duration of the Contract and shall apply to both additions to and deletions from the Work (collectively, changes to the Work). Any costs for such equipment that are attributable to changes to the Work shall be computed on a net hourly, daily, weekly or monthly basis, as applicable, multiplied by the corresponding rate.

**Exhibit B**  
**UNIT PRICE SCHEDULE**  
**Contract No. C006808**

The rates applied in such computations shall be strictly applied in the following manner: the hourly rate shall be applied when the equipment is utilized for less than one (1) eight-hour day; the daily rate shall be applied when the equipment is utilized for more than one (1) but less than five (5) consecutive days; the weekly rate shall be applied when the equipment is utilized for more than five (5) consecutive days but less than four (4) consecutive weeks; and, the monthly rate shall be applied when the equipment is utilized for four (4) or more consecutive weeks, including any net portions thereof, which shall be applied on a prorated basis. The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment. The equipment rates included in the list below do not apply to rented equipment, the costs for which are subject to the corresponding provisions set forth in Article 12 of the General Conditions of the Contract for Construction.

<b>Equipment Description</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
Truck w/ Trailer (1 Ton)	\$75.00	\$525.00	\$2,100.00	\$6,300.00
Excavator (16K Equivalent)	\$150.00	\$1,050.00	\$4,200.00	\$12,600.00
Dump Truck (1 Ton)	\$100.00	\$700.00	\$2,800.00	\$8,400.00
Backhoe	\$85.00	\$595.00	\$2,380.00	\$7,140.00
Air Compressor (185 Equivalent)	\$65.00	\$455.00	\$1,820.00	\$5,460.00

**End of Exhibit B**

**Exhibit C**  
**SPECIAL CONTRACT CONDITIONS**  
**MARCH 2024 EDITION**  
**Contract No. C006808**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT – SPECIAL CONTRACT CONDITIONS

**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 (“LOTO”)
- IX. Fall Protection
- X. Aerial Work Platforms (“AWP”)
- XI. Ladders
- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved

**(i) Definitions:**

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

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

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

**Exhibit C**  
**SPECIAL CONTRACT CONDITIONS**  
**MARCH 2024 EDITION**  
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**I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS**

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

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

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

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

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

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

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for Reedy Creek Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

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

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

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

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

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

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

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

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

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

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

**II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT ("PPE") AND CLOTHING REQUIREMENTS**

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

**III. RESERVED.**

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

**A. ASBESTOS**

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

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**SPECIAL CONTRACT CONDITIONS**  
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**B. CADMIUM and/or LEAD**

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

**C. CHLOROFLUOROCARBONS ("CFCs")**

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

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

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

**V. CONFINED SPACES**

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

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in or near any PRCS where the Contractor's personnel will be working.

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

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

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

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

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

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

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

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



**Exhibit C**  
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**VII. ELECTRICAL SAFETY POLICY**

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

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

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

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

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

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

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

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



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

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

#### **VIII. LOCK OUT/TAG OUT ("LOTO")**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **IX. FALL PROTECTION**

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which 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

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

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

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

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

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

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

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

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

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

**X. AERIAL WORK PLATFORMS ("AWP")**

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

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

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

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

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attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

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

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

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

## **XI. LADDERS**

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

## **XII. TRENCHING AND EXCAVATION**

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

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

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

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

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

## **XIII. UTILITY LOCATES**

### *Routine Locate Tickets:*

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

*Emergency Locate Tickets:*

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

**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").



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

A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

#### **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

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(e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

## **XVI. DIVING OPERATIONS**

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

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.



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- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

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

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

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

**End of Exhibit C**

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS FOR CONSTRUCTION**

**ARTICLE 1 - DEFINITIONS**

- 1.1. **AGREEMENT/CONTRACT.** The sum of all Contract Documents. It represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Modification, as defined below. The Agreement shall be referred to throughout the Contract Documents as the "Agreement" or "Contract."
  - 1.1.1. The Contract Documents consist of those documents specified in Section 23 of the Agreement.
  - 1.1.2. Modifications to the Agreement may be accomplished by: (a) Change Order; (b) Directive; or (c) any other written amendment to the Agreement signed by both parties. No Directive shall be construed as a Change Order or other Modification unless it expressly so states.
  - 1.1.3. A Change Order is a written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Agreement. A Change Order may be accompanied by and/or may identify additional or revised Drawings, sketches or other written instructions, which become and form a part of the Contract Documents by virtue of the executed Change Order. Except as otherwise provided in Subparagraph 1.1.4., a Change in the Work, or a change in the Contract Time or the Contract Sum shall become the subject of a Change Order.
  - 1.1.4. A Directive is a written document issued by the Owner and consisting of additions, deletions, clarifications or other written instructions issued by the Owner with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of the Owner. A Directive may include, but shall not be limited to, a bulletin, an engineering change, or other orders or instructions. Directives may become the subject of a Change Order, either singularly or collectively. Directives shall become the subject of a Change Order if they involve a Change in the Work, or a change in the Contract Time or the Contract Sum.
- 1.2. **ARCHITECT/ENGINEER.** The person or entity having a direct contract with the Owner to design the Project or a portion thereof and to produce the Project Plans and Specifications or portion thereof, as identified in Section 15 of the Agreement or the most current Modification thereto, together with its subconsultants.
- 1.3. **CONTRACTOR.** The Contractor is the person or organization identified as such in the Agreement. The Contractor shall so designate a sufficient number of Project representatives that there shall be at least one authorized representative on the Job Site at all times in which the Work is being performed including, without limitation, a project manager (herein referred to as the "Project Manager") who shall at all times have authority to act (in all capacities necessary for the Work) for and bind the Contractor.
- 1.4. **JOB SITE.** The Job Site shall mean the area in which the Work is to be performed and such other areas as may be designated by the Owner for the storage of the Contractor's materials and equipment.
- 1.5. **OWNER.** The Owner is the person or organization identified as such in the Agreement. The term "Owner," whenever it appears in the Contract Documents, means the Owner and/or the Owner's Representative acting on behalf or for the benefit of the Owner (except as otherwise specified in the Contract Documents or as the context otherwise requires); provided, however, that with respect to any provisions of the Agreement which require the Contractor to provide insurance for the protection of the Owner or to release the Owner from, or waive, any claims the Contractor may have against it, the term "Owner" shall mean the Owner and its supervisors, officers, employees, agents and assigns and the Owner's Representatives and its parent, related, affiliated and subsidiary companies, and the officers, directors, agents, employees and assigns of each.
- 1.6. **OWNER'S REPRESENTATIVE.** The Owner's Representative is the person or organization designated from time to time by the Owner to act as its representative as identified in Section 14 of the Agreement or the most current Modification thereto.
- 1.7. **PLANS.** Wherever the words "Plan," "Plan Set" or "Plans" are used in the Contract Documents, they shall be construed as having the same meaning as Drawing or Drawings.
- 1.8. **PROJECT.** The Project is the total construction of which the Work may be the whole or a part.

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- 1.9. PROVIDE. Except as the context otherwise requires, the term "provide" means to furnish, fabricate, complete, deliver, install and erect including all labor, materials, equipment, apparatus, appurtenances and expenses, necessary to complete in place, ready for operation or use under the terms of the Specifications.
- 1.10. SUBCONTRACTOR; SUB-SUBCONTRACTOR.
- 1.10.1. A Subcontractor is a person or organization having a direct contract with the Contractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.
- 1.10.2. A Sub-subcontractor is a person or organization having a direct or indirect contract (on any tier) with a Subcontractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.

**ARTICLE 2 - THE CONTRACT DOCUMENTS**

2.1. EXECUTION, INTENT AND INTERPRETATIONS.

- 2.1.1. The Contractor warrants and represents that, in executing the Agreement and undertaking the Work, it has not relied upon any oral inducement or representation by the Owner, the Owner's Representative, the Architect/Engineer or any of their officers or agents as to the nature of the Work, the Job Site, the Project conditions or otherwise.
- 2.1.2. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. If the Contract Documents do not specifically allow the Contractor a choice as to quality or cost of items to be furnished, but could be interpreted to permit such choice, subject to confirmation or approval by the Owner, they shall be construed to require the Contractor to furnish the best quality. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 2.1.3. Where conflict exists within or between parts of the Contract Documents, or between the Contract Documents and either applicable industry standards or applicable codes, ordinances or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used: the Agreement; the Scope of Work; the Special Conditions; the General Conditions; the Specifications; the Drawings. If the Contractor is required to perform any extra or corrective Work to comply with the preceding sentence, it shall not be entitled to an increase in the Contract Sum or Contract Time, and no claim shall result from such compliance. Subject to confirmation or approval by the Owner, large scale Drawings take precedence over smaller scaled Drawings, figured dimensions on the Drawings take precedence over scaled dimensions, and noted items on the Drawings take precedence over graphic representations.
- 2.1.4. The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings, are not intended to influence the Contractor in its division of the Work among Subcontractors or its establishment of the extent of the Work to be performed by any trade.
- 2.1.5. The Contractor shall submit a written request to the Owner for any interpretations necessary for the proper execution or progress of the Work. Such interpretations shall be issued in writing.
- 2.1.6. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of the Owner that such conditions actually exist. The Contractor shall inspect the Job Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.
- 2.1.7. The Contractor shall develop and maintain current "as-built" Plans to be provided to the Owner in accordance with Subparagraph 9.4.2. The Owner may inspect and copy such Plans at any time during the course of the Work.

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- 2.2. **COPIES FURNISHED; OWNERSHIP.** All Contract Documents and copies thereof furnished by the Owner, the Owner's Representative or the Architect/Engineer are and shall remain the Owner's property. They are not to be published or used by the Contractor on any other project and, with the exception of one complete set for the Contractor, are to be returned to the Owner upon completion of the Work.
- 2.3. **NO ORAL WAIVER.** The provisions of this Agreement cannot be amended, modified, varied or waived in any respect except by a Modification signed by the Owner. The Contractor is hereby given notice that no person has authority to orally waive, or to release the Contractor from, any of the Contractor's duties or obligations under or arising out of this Contract. Any waiver, approval or consent granted to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, the Owner may at any time require strict compliance with the Contract Documents as to any other matter.

**ARTICLE 3 - OWNER**

- 3.1. **EASEMENTS.** The Owner shall obtain and pay for any easements required for permanent structures.
- 3.2. **ACCESS.** The Owner shall at all times have access to the Work at each and every stage of preparation and progress. The Contractor shall provide facilities (including, without limitation, roadways) for such access.

**ARTICLE 4 - THE OWNER'S REPRESENTATIVE**

- 4.1. **CONTRACTUAL RELATIONSHIPS.** Nothing contained in the Contract Documents shall create any contractual relationship between the Owner's Representative and the Contractor; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by the Contract Documents (including, but not limited to, the Owner's rights pursuant to Paragraph 7.2. and Articles 10 and 11 of these General Conditions).
- 4.2. **ROLE.** Except as otherwise provided in the Contract Documents, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder. If the Owner's Representative is an organization, then it shall, in turn, act through such person or persons as it may designate in writing from time to time. Only those so designated are authorized to grant on behalf of the Owner any approval, consent or waiver with respect to the Contract Documents or the Work, or to otherwise act for the Owner in any capacity whatsoever.

**ARTICLE 5 - CONTRACTOR**

- 5.1. **REVIEW OF CONTRACT DOCUMENTS.** In addition to the representations and warranties contained in Section 6 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further acknowledges that it has satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation and has assured itself of the adequacy and accuracy of each of the Contract Documents, as well as the compatibility of any combination thereof, as they relate to one another and to the scope of Work and the Schedule. The Contractor hereby warrants and represents to the Owner that the Contract Documents are suitable and adapted for the Work and guarantees their sufficiency for their intended purpose. The Owner shall not be responsible or liable to the Contractor for, and the Contractor hereby waives, any claims for changes, delays, accelerations, inefficiencies, impacts, and any other costs, damages, losses, or expenses of any nature whatsoever, resulting from any error, inadequacy, inaccuracy, inconsistency, insufficiency, unsuitability, discrepancy, ambiguity, omission, or insufficiency of detail or explanation in the Contract Documents. The Contractor shall perform no portion of the Work at any time without approved Contract Documents or, where required, shop drawings, product data, or samples, for such portions bearing the A/E's

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appropriate action stamp. Work performed in violation of this provision shall be at the Contractor's risk. Nothing in this Paragraph 5.1. shall in any way limit the effects of Section 6 of the Agreement.

**5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.**

- 5.2.1. The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, coordination, scheduling (subject to Article 8) and procedures, for all cleanup and for all safety and weather precautions and programs, in connection with the Work.
- 5.2.2. The Contractor shall employ a competent Project Manager and necessary assistants who shall be in attendance at the Job Site during the progress of the Work and who shall be satisfactory to the Owner. The Contractor shall remove any of its employees or agents (including, without limitation, the Project Manager) from the Project upon instruction from the Owner. The Project Manager shall not be changed except with the consent of the Owner unless the Project Manager ceases to be in the Contractor's employ.
- 5.2.3. The Contractor shall be responsible to the Owner for the acts and omissions of its employees. It shall also be responsible to the Owner for the acts and omissions of its Subcontractors and Sub-subcontractors, their agents and employees, and other persons performing any of the Work, in the same manner as if they were the acts and omissions of persons directly employed by the Contractor.
- 5.2.4. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Contract, including, without limitation, by any inspections or tests required or performed under Paragraph 5.7., or by approvals or other similar action with regard to shop drawings or submittals (of any type), or by the activities of persons other than the Contractor with respect to the Project. Further, notwithstanding the fact that a dispute, controversy or other question may have arisen between the parties hereto relating to the execution or progress of the Work, the interpretation of the Contract Documents, the payment of any monies, the delivery of any materials or any other matter whatsoever, the Contractor shall not be relieved of its obligations to pursue the Work diligently under the Contract Documents pending the determination of such dispute, controversy or other question.
- 5.2.5. The Contractor shall establish, implement and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Schedule and any Milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Contract Documents for the benefit of the Owner at the time of submission.

**5.3. MATERIALS AND EQUIPMENT.**

- 5.3.1. The Contractor shall, if so directed by the Owner, cause any or all materials and equipment to be manufactured in advance, and be warehoused either at the factory or elsewhere at the Contractor's cost. The Contractor shall cause all materials and equipment to be delivered to the Job Site in accordance with any schedule or schedules therefor established from time to time and approved by the Owner and, in any event, in a manner which will assure the timely progress and completion of the Work but will not encumber the Job Site unreasonably. Materials delivered to the Job Site for incorporation in the Work shall not be removed from the Job Site without the consent of or unless directed by the Owner.
- 5.3.2. The Owner may, from time to time during the performance of the Work and without any liability or obligation whatsoever to the Contractor or any of its Subcontractors or Sub-subcontractors, direct the Contractor to relocate, or cause to be relocated, to any other location on or off the Job Site, as designated by the Owner, any materials, equipment, office or storage trailers, storage sheds or the like brought onto the Owner's property by the Contractor or any of its Subcontractors or Sub-subcontractors, with which directions the Contractor shall promptly comply. Should such relocation not be completed within the time therefor established by the Owner, the Owner may accomplish such relocation and offset the costs incurred by it in accomplishing the same against any amounts then or thereafter due to the Contractor.
- 5.3.3. The Contractor shall give, or shall require its Subcontractors and their Sub-subcontractors to give, full and accurate quality, performance and delivery status reports, in a form satisfactory to the Owner, regarding any materials and equipment, or such other data with respect thereto as may be requested by the Owner, and shall obtain for the Owner the written assurances of

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any manufacturer that its material or equipment is designed, and appropriate, for the use intended.

- 5.4. **WARRANTY.** The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. This warranty is not limited by the provisions of Paragraph 14.2. of these General Conditions or Section 6 of the Agreement. All warranties and guarantees from Subcontractors or Sub-subcontractors (including, without limitation, manufacturers) shall be assignable to the Owner regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Owner and deliver them pursuant to Subparagraph 9.4.2. The Contractor's obligations under this Paragraph shall survive the expiration or sooner termination of the Contract.
- 5.5. **TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS.**
- 5.5.1. The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Job Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, the Owner may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or Sub-subcontractors and offset said amount against the Contract Sum.
- 5.5.2. The Contractor shall secure and pay for all governmental fees, permits and licenses which the Owner is not specifically required to provide and pay for under the Contract Documents.
- 5.5.3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Sum. The Contractor shall not unlawfully use or install any patented or copyrighted article, and any such unlawful use or installation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions for infringement of, or otherwise related to, any patent rights or copyrights, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the Owner may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses occasioned thereby shall be borne by the Contractor.
- 5.6. **COMPLIANCE WITH LAWS.** The Contractor shall, at its cost and expense, comply with each and every Federal, state and local law, ordinance, code, rule and regulation, as well as the lawful order or decree of any public or quasi-public authority, bearing on the performance of the Work specifically including, but not limited to, those specified in Subparagraph 10.1.2., and all applicable building codes. It shall be the responsibility of the Contractor to familiarize itself with all of the same, and any performance of the Work by or on behalf of the Contractor which is not in compliance therewith shall be at the Contractor's sole risk and expense. The Contractor shall notify the Owner prior to execution of the Agreement (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.
- 5.7. **TESTS.**
- 5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested

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

- 5.7.2. The Owner may require any special inspection, testing or approval of the Work not included under Subparagraph 5.7.1., or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise the Owner in a timely manner (in writing, if practicable) as in Subparagraph 5.7.1. If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Contract Documents; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of the Owner, which, if incurred by the Owner, may be offset by the Owner against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, the Owner shall bear the costs of such inspection or testing.
- 5.7.3. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Owner.
- 5.8. **CONTRACTOR - GENERAL.** The duties and responsibilities of the Contractor as set forth in this Article 5 are in addition to, and not in lieu of, other duties and responsibilities of the Contractor enumerated elsewhere in these Contract Documents.

**ARTICLE 6 - SUBCONTRACTORS**

- 6.1. **SUBCONTRACTORS - GENERAL.** Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Owner's Representative and any Subcontractor or Sub-subcontractor. However, it is acknowledged that the Owner and Owner's Representative are intended third party beneficiaries of the obligations of the Subcontractors and Sub-subcontractors related to the Work and the Project.
- 6.2. **AWARD OF SUBCONTRACTS.**
- 6.2.1. The Contractor shall, prior to awarding any subcontract, notify the Owner in writing of the names of all Subcontractors proposed for the several parts of the Work and shall include with any such notice the completed insurance information form and any insurance certificates required by this Agreement for any proposed Subcontractor. The Owner may also require such lists and information regarding any proposed Sub-subcontractors. The Contractor shall also advise the Owner in writing of any Subcontractor or Sub-subcontractor with which it shares any business relationship or financial interest, and of the nature and extent of any such relationship or interest. No Subcontractor or Sub-subcontractor shall be engaged if objected to by the Owner; provided, however, that if the Owner does not take exception to a Subcontractor or Sub-subcontractor in writing within fifteen (15) days of its receipt of such notification, such Subcontractor or Sub-subcontractor shall be deemed acceptable to the Owner. The Owner shall not be liable to the Contractor in any manner arising out of the Owner's objection to a proposed Subcontractor or Sub-subcontractor. The Contractor shall not terminate the employment of a Subcontractor or Sub-subcontractor engaged in the Work prior to the expiration of that subcontract without good cause shown and the Owner's prior approval after reasonable notice of the Contractor's intent to so terminate.
- 6.2.2. The Owner may, without any responsibility or liability whatsoever, require the Contractor to utilize any person or organization for any portion of the Work as a Subcontractor or a Sub-subcontractor (herein referred to as a "Nominated Subcontractor" or "Nominated Sub-subcontractor") provided the Owner gave notice of its intention to so nominate any such Subcontractor or Sub-subcontractor prior to execution of the Agreement. The Contractor shall assume full responsibility for any such Nominated Subcontractor or Nominated Sub-subcontractor.
- 6.2.3. In the event the Owner and Contractor agree that the Owner may participate in any Subcontractor or Sub-subcontractor procurement activities, provided the Owner has informed the Contractor and allowed the Contractor the opportunity to participate and concur with such activities, the Contractor shall assume full responsibility for the results of any such activities



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including, without limitation, full responsibility for the Subcontractors' or Sub-subcontractors' awarded portions of the Work as a result thereof.

- 6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Agreement, and any increase in the Contract Sum shall be governed by Article 12.

**6.3. SUBCONTRACTUAL RELATIONS.**

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

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

**6.4. PAYMENTS TO SUBCONTRACTORS.**

- 6.4.1. Unless the Owner otherwise agrees or the Contract Documents otherwise provide, the Contractor shall pay each Subcontractor, upon receipt of payments from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's portion of the Work, less a percentage thereof equal to the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments due to any Sub-subcontractor.
- 6.4.2. If the Owner fails to approve a Contractor's Application for Payment, as hereinafter provided, for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall nevertheless pay that Subcontractor for its portion of the Work to the extent completed, less the retained percentage, such payment to be made no later than the date payment to the Contractor would otherwise have been made by the Owner.
- 6.4.3. The Contractor shall pay each Subcontractor its proper share of any insurance monies received by the Contractor under Article 11, and it shall require each Subcontractor to make similar payments due to a Sub-subcontractor.

**ARTICLE 7 - SEPARATE CONTRACTS**

- 7.1. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with the Project or other work on the Job Site on any terms and conditions



which the Owner may from time to time determine in its sole discretion (hereinafter referred to as "Separate Contracts"; and such other contractors are hereinafter referred to as "Separate Contractors").

**7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.**

- 7.2.1. The Contractor shall afford all Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work and shall properly cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.
- 7.2.2. If the execution or result of any part of the Work depends upon any work of the Owner or of any Separate Contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any Separate Contractor that render it unsuitable for the proper execution or result of any part of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or Separate Contractor's work as fit and proper to receive the Work, except as to defects which may develop in the Owner's or Separate Contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.
- 7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. Any such damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such damage, delay or interference, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.
- 7.2.4. Should any Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present to such Separate Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against such Separate Contractor prior to the institution of litigation or other proceedings against such Separate Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. In no event shall the Contractor seek to recover from the Owner, the Owner's Representative or the Architect/Engineer, and the Contractor hereby represents that it will not seek to recover from them, any costs, expenses or losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused or allegedly caused by any Separate Contractor.
- 7.2.5. If a dispute arises between the Contractor and any Separate Contractor as to the responsibility for cleaning as required by the Contract Documents, the Owner may clean and charge the cost thereof to the responsible contractor, or apportion it among the several responsible contractors, as the Owner shall determine to be just.

**ARTICLE 8 - TIME**

**8.1. DEFINITIONS.**

- 8.1.1. Whenever the word "day" is used in the Contract Documents, it shall mean a calendar day unless otherwise specifically provided.
- 8.1.2. The Date of Commencement of the Work is the date established in a written notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established by the Owner in writing.
- 8.1.3. The Date of Substantial Completion of the Work (or "Substantial Completion") is the date, certified by the Owner, when all construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

**8.2. PROGRESS AND COMPLETION; SCHEDULING.**

- 8.2.1. All times and dates stated in the Contract Documents including, without limitation, those for the Commencement, prosecution, Milestones, Substantial Completion and final completion of the Work and for the delivery and installation of materials and equipment, are of the essence of the Contract.
- 8.2.2. The Contractor shall begin the Work on the Date of Commencement and shall perform the Work diligently, expeditiously and with adequate resources so as to meet all Milestones and complete all the Work within the Contract Time. The scheduling of the Work shall be performed and monitored by the Contractor utilizing a method to be chosen by the Owner. The Contractor (and its Subcontractors, if the Owner requires) shall furnish all scheduling information requested by the Owner (in such form and detail as requested for the particular portion of the Work; herein referred to as the "Schedule" or "Schedules") within two (2) weeks of the Owner's request, shall revise the same from time to time thereafter when so requested by the Owner, and shall attend such meetings concerning scheduling as the Owner may call from time to time. The Contractor shall comply with any Schedule or Schedules established by it and approved by the Owner, or established by the Owner with respect to the Commencement, performance, Milestones or completion of the whole or various portions of the Work. With respect to any portion of the Work for which a Schedule has not been established, the Contractor shall commence such portion of the Work within three (3) days of the date on which the Owner directs such commencement and shall thereafter prosecute and complete the same with all due diligence or as otherwise directed by the Owner. Neither the scheduling information submitted by the Contractor or its Subcontractors, the acceptance or approval thereof by the Owner nor the establishment or implementation of, or failure to establish or implement, Schedules by the Owner shall relieve the Contractor of its obligation to perform and complete the Work in a timely manner or to otherwise perform in accordance with the Contract Documents.
- 8.2.3. Float or slack time associated with any one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as set forth in an approved Schedule for the Work (assuming the critical path method is used), including any revisions or updates thereto. Float or slack time is not for the exclusive use or benefit of either the Owner or the Contractor. However, if float time associated with any chain of activities is expended but not exceeded by any actions attributable to the Owner, the Contractor shall not be entitled to an extension in the Contract Time.

**8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.**

- 8.3.1. The time during which the Contractor is delayed in the performance of the Work by the acts or omissions of the Owner, the Owner's Representative, acts of God, unusually severe and abnormal climatic conditions or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for such delays shall be considered unless made in accordance with Paragraph 13.1.
- 8.3.2. The Owner and the Owner's Representative shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against them, on account of, any

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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

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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

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inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Job Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.

- 9.2.3. No approval of an Application for Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Payment by the Owner, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.
- 9.2.4. Subject to the Owner's rights to offset or withhold as set forth in these General Conditions, after the Owner has approved an Application for Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Contract Documents.
- 9.3. PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK.
- 9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.
- 9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.
- 9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.
- 9.4.1. At such time as the Contractor deems the Work to be Substantially Complete, the Contractor shall so notify the Owner and prepare and submit to the Owner a list of items to be completed and/or corrected and its final bill, including itemized projected amounts for any portions of the Work not yet completed. The failure to include any items on such list shall not alter the responsibility of the Contractor to complete and/or correct the Work in accordance with the Contract Documents. When the Owner, on the basis of an inspection, confirms the notification from the Contractor that the Work is Substantially Completed or, without being notified by the Contractor, determines that the Work is Substantially Completed, it shall prepare and deliver to the Contractor a Certificate of Substantial Completion which may state the

responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance and it shall, within twenty (20) days from the date of the Certificate of Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, which sets forth those items determined by the Owner to require completion or correction, as applicable, and fix the time within which the Contractor shall complete or correct the items listed and complete all obligations required by the Contract Documents and submit to the Owner all documents and other matters required by the Contract Documents to be submitted by the Contractor upon completion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs, claims or fees for any outstanding Change Orders, or any other matter which the Contractor has not previously waived pursuant to the General Conditions, and itemized projections for any incomplete Work), and the Contractor shall be deemed conclusively to have waived the right to payment of any such item, fee or cost of any kind not billed to the Owner within thirty (30) days of delivery to the Contractor of the Certificate of Substantial Completion. The issuance of the Certificate of Substantial Completion shall not constitute a waiver of any rights of the Owner, including without limitation the right to those retainages permitted by the Contract Documents. If the Contractor does not complete and/or correct the items listed in the Punch List within the time fixed therein, the Owner shall have the right to accomplish the same and offset all costs thereof against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner. The Owner's decision as to the Date of Substantial Completion shall be final and binding.

- 9.4.2. Within a reasonable time following the Owner's receipt of written notification from the Contractor that the Work is ready for final inspection and acceptance and that the Contractor has completed all items set forth on the Punch List, including, delivery of the final Application for Payment, the Owner shall make such inspection and, when the Work is found to be acceptable under the Contract Documents and the Agreement fully performed, shall certify completion of the Punch List, including approval of the final Application for Payment; provided, however, Owner shall not be required to certify completion of the Punch List and, therefore, neither final payment nor any retainage shall become due, until the Contractor submits to the Owner: (a) an affidavit, in a form approved by the Owner, that all payrolls, bills for materials and equipment and other indebtednesses connected with the Work for which the Owner or its property might in any way be responsible have been paid in full or otherwise satisfied; (b) consent of sureties, if any, to final payment; (c) all Contract Documents (except one set thereof to be retained by the Contractor), including, without limitation, a completed set of as-builts and record documents (as defined in and to the extent required by the Specifications); (d) such other data as the Owner may require establishing payment or satisfaction of all obligations of the Contractor in connection with the Work including, without limitation, receipt of final satisfaction and releases and waivers of lien and releases of any and all claims by the Contractor, Subcontractors and Sub-subcontractors, conforming in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto) and evidencing performance of the Work in accordance with the Contract Documents; (e) a release of the Owner and its insurers from and against any claims under the insurance required to be provided by the Owner hereunder (except to the extent of any claims theretofore timely filed which are owing but unpaid) and a release of the Owner from and against any claims between the Contractor and a separate contractor; (f) any governmental certificates required by the Contract Documents or otherwise to evidence compliance of the Contractor and the Work with applicable laws, ordinances, rules, codes, regulations and the Contract Documents; and (g) warranties, guarantees, assignments thereof, and maintenance or other manuals, required by the Specifications in the forms approved by the Owner, in favor of the Owner and such other persons as the Owner may direct (notwithstanding the foregoing, by execution of the Agreement, the Contractor shall be deemed to have guaranteed to the Owner the matters contained in the attached form of guarantee incorporated by reference into the Agreement); and (h) a fully and properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.
- 9.4.3. The making of final payment shall not constitute a waiver of any claims or rights by the Owner.

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- 9.4.4. The acceptance of final payment shall constitute a waiver of all claims by the Contractor and shall constitute a general release of the Owner, the Owner's Representative and the Architect/Engineer by the Contractor.
- 9.4.5. If any Subcontractor or Sub-subcontractor refuses to furnish any release, satisfaction or waiver of lien required at any time by the Owner under Paragraphs 9.1., 9.3. or 9.4., or files a claim of lien against the Owner's property, the Contractor shall, if requested by the Owner and at the Contractor's expense, furnish a bond (separate and apart from any other bond provided by the Contractor hereunder) satisfactory to the Owner to exempt the Owner and its property from and against any such lien. The Contractor authorizes the Owner, and shall cause its Subcontractors and Sub-subcontractors to authorize the Owner, to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner's property, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse the Owner on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.
- 9.5. **BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.**
- 9.5.1. The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project or equipment at any time prior to completion of the Work upon two (2) days written notice to the Contractor (referred to herein as "Beneficial Occupancy"). The Owner shall use its best efforts to prevent such occupancy from interfering with the performance of the remaining Work; provided, however, that the Owner shall not be liable for any delays or additional costs of any nature caused by such occupancy.
- 9.5.2. Beneficial Occupancy shall not constitute acceptance by the Owner or the Owner's Representative of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed to be the equivalent of completion of the Work, shall not relieve the Contractor from its obligation to complete the Punch List, and shall not entitle the Contractor to any increase in the Contract Sum.
- 9.5.3. Anything in this Paragraph 9.5. to the contrary notwithstanding, the Owner may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and shall prepare and deliver to the Contractor a Certificate of Partial Substantial Completion for such portion of the Work. The Owner shall, within twenty (20) days from the date of the Certificate of Partial Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, and, upon the Contractor's timely completion or correction of the items on the Punch List and the Owner's approval thereof, accept that portion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List, shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The provisions of Paragraph 9.4., except as they relate to the Contractor's obligations to complete or correct the Work in accordance with the Contract Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.
- 9.6. **INDIVIDUAL PROJECTS.** The duties and responsibilities of the parties as set forth in this Article 9 may be applied to individual projects issued to Contractor under the Agreement. Each individual project shall follow the process outlined above with the exception of the close-out process. A close-out change order will be issued to Contractor at the end of the Agreement and after the completion of all individual projects. Individual projects, if applicable will be indicated in Section 3 and 4 of the Agreement.

**ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

**10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.**

- 10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and



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maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

- 10.1.2. All Work, whether performed by the Contractor, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 10.1.3. The Contractor shall designate a responsible member of its organization at the Job Site as the Project Safety Officer, whose duties it shall be to enforce the Contractor's safety and anti-substance abuse programs, to assure compliance with Subparagraph 10.1.2 and to prevent accidents. This person shall be the Contractor's Project Manager unless otherwise designated in writing by the Contractor and approved by the Owner. The Contractor shall further cause each of its Subcontractors and Sub-subcontractors to designate a responsible supervisory representative to assist the Contractor's Project Safety Officer Representative in the performance of their duties as aforesaid.
- 10.1.4. Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
- 10.1.5. The Contractor shall provide to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for their failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.
- 10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.
- 10.1.7. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby



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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

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shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in Article 13.

- 10.5. **CLEANUP.** The Contractor shall at all times keep the Job Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by its performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Job Site and the Project. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the Job Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor. The Contractor shall notify the Owner in advance of the generation, importation, storage, transportation or disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project.
- 10.6. **OWNER'S STANDARDS.** The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

**ARTICLE 11 - INSURANCE; INDEMNIFICATION**

- 11.1. - 11.7. **COMMERCIAL INSURANCE.** Refer to Sections 7.A.-7.F. of the Agreement.
- 11.8. **INDEMNIFICATION.** Refer to Section 7.G. of the Agreement.

**ARTICLE 12 - CHANGES IN THE WORK**

- 12.1. **CHANGE ORDERS AND DIRECTIVES.** The Owner may, without affecting the validity of the Contract Documents or any term or condition thereof, issue Change Orders, or Directives, or give other orders and instructions regarding the Work which may have the effect of ordering extra work or other changes in the Work by altering, adding to or deducting from the Work, modifying the method or manner of its performance or otherwise (herein sometimes referred to as "Changes in the Work"). The Contractor shall comply with all such orders and instructions issued by the Owner. In any such event, the Contract Sum shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided, however, that if the Contractor should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum or extension of the Contract Time on account thereof. Upon receipt of any such Change Order, or Directive or other order or instructions, the Contractor shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the Contract Sum has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.
- 12.2. **CHANGES REQUIRING AN INCREASE IN CONTRACT SUM.** If any Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described.
- 12.2.1. If the Owner elects to have any Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion

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

- 12.2.2. If the Owner elects to have the Change in the Work performed on a unit price basis, its election shall be based on a unit price proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a unit price proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a unit price basis). The Contractor's proposal shall itemize the quantities of each item of the Change in the Work for which there is an applicable unit price contained in the Contract Documents. The quantities shall be itemized in relation to each specific Drawing or Scope of Work. Unit prices shall be applied to net differences of quantities of the same item. Nothing herein contained shall preclude the Owner from requesting a lump sum proposal and a unit price proposal with respect to the same Change in the Work, in which event the Contractor shall submit both.
- 12.2.3. If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change in the Work, or the cost, use or rental of small tools, defined as tools with a cost or value of less than \$1,000, or equipment owned by the Contractor or any of its related or affiliated companies), plus fifteen percent (15%) of gross wages (excluding payroll costs) of Job Site labor and direct material costs and six percent (6%) of rental costs (other than small tools or equipment owned by the Contractor or any of its related or affiliated companies) as the total overhead and profit. Only the entity actually performing the Change in the Work or a portion thereof shall be entitled to a mark-up as aforesaid for overhead and profit, but the Contractor may include up to six percent (6%) of the amount it will pay to any Subcontractor, and a Subcontractor may include up to six percent (6%) of the amount it will pay to any Sub-subcontractor (only a maximum of two contractual tiers of such markup may be included), for the Change in the Work as overhead and profit to the Contractor or Subcontractor. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification, names and social security numbers of the labor employed, the materials used, the equipment rented (not tools) and such other evidence of costs as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The

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failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

- 12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.
- 12.2.5. The Work pursuant to this Agreement shall be performed by the Contractor at no extra cost to the Owner despite any order from the Owner which designates or contemplates a portion of the Work as a Change in the Work.
- 12.3. CHANGES REQUIRING A DECREASE IN CONTRACT SUM. If any Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days after the date of the Owner's request or such longer period of time established by the Owner therein and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner's Representative in its reasonable judgment. If the Contractor fails to render any proposal within the time required herein, the Owner may issue a unilateral deductive Change Order giving the Owner's reasonable estimate of the deductive Change, which shall become automatically binding upon the Contractor.
- 12.4. DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.
- 12.5. AUDIT RIGHTS. The Contractor shall afford, and shall cause its Subcontractors and Sub-subcontractors to afford, access to the Owner at all reasonable times to any accounting books and records, correspondence, instructions, invoices, receipts, vouchers, memoranda and other records of any kind relating to the Work, all of which each of them shall maintain for a period of at least four (4) years from and after the Date of Substantial Completion. The Contractor and its Subcontractors and Sub-subcontractors shall make the same available for inspection, copying and audit, in accordance with generally accepted accounting standards, within three (3) days following notification to the Contractor of the Owner's intent to audit, failing which any claims for an increase in the Contract Sum and/or extension of the Contract Time, as applicable, shall be waived.

**ARTICLE 13 - CLAIMS**

- 13.1. CLAIMS FOR EXTENSIONS OF CONTRACT TIME. No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as

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a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.

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

13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.

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

**ARTICLE 14 - UNCOVERING AND CORRECTION OF WORK; OWNER'S RIGHT TO CARRY OUT WORK**

**14.1. UNCOVERING OF WORK.**

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

**14.2. CORRECTION OF WORK.**

- 14.2.1. The Owner shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by the Owner, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay the Owner's schedule for completion of the Project or, if applicable, disturb the occupants of the completed Project, the Contractor shall perform such Work according to a schedule therefor established by the Owner (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.
- 14.2.2. If, within one (1) year after the Date of Substantial Completion of the Work (as determined by the Owner) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written instructions to that effect from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition.
- 14.2.3. The Contractor shall remove from the Job Site all Work which is defective or non-conforming and not corrected under Paragraph 5.4. or Subparagraphs 14.2.1. or 14.2.2. unless removal is waived by the Owner.
- 14.2.4. The Contractor shall bear the cost of making good all work of Separate Contractors (and any of the Owner's other structures or facilities) destroyed or damaged by such removal or correction.
- 14.2.5. If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from the Owner, the Owner may remove it and store the materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to the Owner. The obligations of the Contractor under this Subparagraph 14.2.5. shall be in addition to, and not in limitation of, any obligations imposed on it by law, by any other provision of this Agreement or by any warranty or guarantee under this Agreement.
- 14.2.6. If the Contractor fails to correct any defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 14.3. In the event of a defect found after final acceptance of the Work by the Owner which the Contractor is obligated to correct pursuant to Subparagraph 14.2.2., the Owner may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.
- 14.3. **OWNER'S RIGHT TO CARRY OUT WORK.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Agreement, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from the Owner (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of Owner) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then the Owner may, without prejudice to any other remedy the Owner may have, make good such deficiencies; provided, however, that in the event of an emergency, as



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determined by the Owner, no notification shall be required. The Owner shall have the right to take possession of such portion of the Job Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and machinery of the Contractor located on the Job Site. If the Owner makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to the Owner.

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

**ARTICLE 15 - TERMINATION OF CONTRACT**

- 15.1. **TERMINATION BY CONTRACTOR.** If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment later than the time periods established in section 218.735, Florida Statutes, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Agreement and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Agreement shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Agreement on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges that it can be adequately compensated by such money damages for any breach of this Agreement which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Agreement or suspend or abandon its performance of the Work.

- 15.2. **TERMINATION BY OWNER FOR CAUSE.**

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

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- 15.2.2. If this Agreement is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Section 10 of the Agreement. If a portion of this Agreement is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Agreement so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.
- 15.2.3. The remedies provided to the Owner in this Paragraph 15.2. are in addition to, and not in lieu of, any other rights or remedies available to the Owner under the Contract Documents, at law or in equity. In the event of any breach of this Agreement by the Contractor, and whether or not this Agreement is terminated by the Owner, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the Owner as a result thereof.
- 15.3. **TERMINATION BY OWNER WITHOUT CAUSE.** Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Agreement without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Agreement as a whole, the Owner may, for its convenience, terminate a portion of this Agreement (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Agreement shall be treated as a reduction in the scope of the Work pursuant to Article 12.

**ARTICLE 16 - MISCELLANEOUS PROVISIONS**

- 16.1. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, to the exclusion of Florida rules of conflicts of laws.
- 16.2. **ASSIGNABILITY; SUCCESSORS AND ASSIGNS.**
- 16.2.1. This Agreement may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Agreement in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Agreement be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.
- 16.2.2. The Owner and the Contractor each binds itself and, to the extent permitted herein, its successors and assigns, to the other party and, to the extent permitted herein, the other party's successors and assigns, in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 16.3. **NOTICE.** All notices (whether or not designated as such herein) which are required under this Agreement to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the



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address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).

- 16.4. **PERFORMANCE AND PAYMENT BONDS.** Unless waived or otherwise agreed by the Owner, the Contractor shall furnish (and if directed by the Owner shall require all or certain of its Subcontractors to furnish) a bond covering the faithful performance of this Agreement (or any such subcontract), as revised or modified from time to time, and a bond covering the payment of all obligations arising thereunder in full compliance with the then current provisions of Section 713.23, Florida Statutes (or any successor thereto; or, if applicable, Section 255.05, Florida Statutes, or any successor thereto), each in the full Contract Sum, as revised or Modified from time to time, and with such sureties as may be approved by the Owner. Each bond shall contain the following language: "The provisions and limitations of Section 255.05 or of Section 713.23, Florida Statutes, whichever is applicable to the Contract, are incorporated herein by reference, provided, however, that in the event of any conflict between the provisions of said Section 255.05 or Section 713.23 and those contained in this bond, the provisions of said Section 255.05 or Section 713.23 shall govern." If such bonds, or either of them, are stipulated in the bidding documents or in the Contract Documents, the premium therefor shall be paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Agreement or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. Bonds required under 255.05 must be recorded at the Orange County Courthouse prior to providing the recorded certified copy or original bond to the Owner. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Agreement (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.
- 16.5. **MAINTENANCE OF HARMONIOUS RELATIONS.** The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of the Owner to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. The Owner reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.
- 16.6. **UNION AGREEMENTS.** Regardless of the expiration of any collective bargaining agreement during the term of this Agreement which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the Reedy Creek Improvement District or any of the properties or facilities located therein, irrespective of whether such properties are owned by the Owner or by a third party. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.

**Exhibit D**  
**GENERAL CONDITIONS FOR CONSTRUCTION**  
**MARCH 2024 EDITION**  
**Contract No. C006808**

16.7. USE OF OWNER'S NAME/CONFIDENTIALITY. Neither the Contractor nor its Subcontractors or Sub-subcontractors, by virtue of this Agreement, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.

16.8. GENERAL.

- 16.8.1. The captions of divisions, sections, articles, paragraphs, subparagraphs, clauses and the like in the Contract Documents are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, paragraphs, subparagraphs, clauses and the like. The parties agree that the Contract Documents shall not be construed more strictly against any party regardless of the identity of their drafter.
- 16.8.2. Unless otherwise specified, article, paragraph and subparagraph references appearing in these General Conditions are to articles, paragraphs and subparagraphs herein.
- 16.8.3. Wherever this Agreement obligates the Contractor hereunder to reimburse the Owner or others for attorneys' fees, such obligation shall not only include attorneys' fees incurred prior to and including litigation in the trial court, but also all attorneys' fees incurred in connection with any and all appellate proceedings, no matter to which court any appeal is taken and by whomever so taken.
- 16.8.4. Wherever this Agreement obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and its supervisors, administrators, officers, directors, agents, employees, agents, successors and assigns and Owner's Representative, and its parent, related, affiliated and subsidiary companies and the officers, directors, agents, employees and assigns of each; (ii) the Contractor shall defend (if requested by the Owner) and hold each indemnitee harmless; (iii) in the event of any such requested defense, the Owner may choose its legal counsel, control the litigation including, without limitation, determining legal strategy, settlement strategy and whether or not to file any appeals; (iv) the Contractor shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence, recklessness or intentional wrongful misconduct of any of those indemnified pursuant to any such provision, it being understood and agreed that no such comparative or contributing negligence, recklessness or intentional wrongful misconduct shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified; (v) no indemnification obligation hereunder shall be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any Worker's Compensation Act,

**Exhibit D**  
**GENERAL CONDITIONS FOR CONSTRUCTION**  
**MARCH 2024 EDITION**  
**Contract No. C006808**

disability benefit acts or other employee benefit acts; and (vi) all such indemnity provisions shall survive the expiration or sooner termination of this Contract.

- 16.8.5. Unless otherwise specifically provided herein, the Owner may withhold any consents, approvals or waivers required of it pursuant to the Agreement in its sole discretion.
- 16.9. **ADJACENT LAND AND LANDOWNERS.** To the extent the Work requires the Contractor to enter upon land owned by others than the Owner, or the Contractor is permitted to enter upon such land, then the Contractor shall, prior to entry, satisfy itself as to all conditions present upon such land and shall take all necessary precautions to protect all persons and property from injury or damage as a result of the Contractor's entry upon such land and shall promptly repair any damage to the land and any property located thereon. The Contractor shall defend, indemnify and hold harmless the owner(s) of such land from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by or arising out of the Contractor's entry upon such land. Nothing contained herein shall create any contractual relationship between the Contractor and the owner(s) of such land; however, it is acknowledged that the owner(s) of such land are intended third party beneficiaries of the obligations of the Contractor hereunder.

**ARTICLE 17 - NON-DISCRIMINATORY EMPLOYMENT PRACTICES**

- 17.1. **POLICIES OF EMPLOYMENT.** Neither the Contractor nor any of its Subcontractors or Sub-subcontractors shall discriminate against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
- 17.2. **PROCEDURES AND GUIDELINES.** The provisions of this Article are in addition to any and all other policies, procedures or guidelines established by the Owner with respect to non-discriminatory employment practices which are set forth elsewhere in the Contract Documents. The Owner may, at any time during the term of the Contract, issue Directives in furtherance of this Article and the obligations of the Contractor and its Subcontractors and Sub-subcontractors hereunder, and the Contractor and its Subcontractors and Sub-subcontractors shall comply with all of the foregoing as they relate to any Work performed under this Contract. No policies, procedures or guidelines established by the Owner pursuant hereto shall give rise to a claim by the Contractor for an increase in the Contract Sum or an extension of the Contract Time, nor shall they relieve the Contractor of its primary responsibilities to provide equal employment opportunities and to insure that its Subcontractors and Sub-subcontractors do the same. Any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to comply with non-discriminatory employment practices and provide equal employment opportunities as required by these Contract Documents or by law shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

<< END OF GENERAL CONDITIONS FOR CONSTRUCTION >>

**END OF EXHIBIT D**

**Exhibit E**  
**SAMPLE FORMS**  
**Contract No. C006808**

**THIS EXHIBIT CONTAINS THE FOLLOWING:**

- Payment Bond
- Performance Bond
- Consent of Surety for Partial Payment Application
- Dual Obligee Rider
- Directive (sample form)
- Certificate of Substantial Completion (sample form)
- Task Work Order (sample form)

**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:**

MEARS GROUP INC.  
1606 Eastport Plaza Drive, Suite 110  
Collinsville, Illinois 62234 (hereinafter "Contractor")

**SURETY:**

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

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

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

**CONTRACT:**

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

Contract No. C006808

Project: Natural Gas Underground Construction - Continuing Services Agreement

Legal Description or Street Address of the Individual Project (s): \_\_\_\_\_.

Contract Sum: \_\_\_\_\_ (\$ \_\_\_\_\_)  
(hereinafter "Contract")

**BOND:**

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

Amount: \_\_\_\_\_ (\$ \_\_\_\_\_)  
(hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, to pay for labor, material, services, utilities, equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor promptly makes full payment to all Claimants, as hereinafter defined, for all labor, material, services, utilities and equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Agreement or in the work to be done thereunder, or any extensions

of the Contract Time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.

4. The Surety and the Contractor further agree that this bond shall inure to the benefit of, and may be sued directly upon by, any Claimant furnishing labor, materials, services, utilities or equipment or any other item for which a construction lien could be claimed if Ch. 713, Florida Statutes applied to this Project.
5. "Claimant" shall mean for purposes hereof all persons, firms, partnerships, corporations or other entities that would be entitled to claim a construction lien if Ch. 713, Florida Statutes applied to this Project.
6. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
7. The sum of this Payment Bond is in addition to the sum of the Performance Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

**CONTRACTOR:**  
MEARS GROUP INC.

**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:**

MEARS GROUP INC.  
1606 Eastport Plaza Drive, Suite 110  
Collinsville, Illinois 62234 (hereinafter "Contractor")

**SURETY:**

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

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

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

**CONTRACT:**

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

Contract No. C006808

Project: Natural Gas Underground Construction - Continuing Services Agreement

Legal Description or Street Address of the Individual Project(s): \_\_\_\_\_

Contract Sum: \_\_\_\_\_ (\$ \_\_\_\_\_)  
(hereinafter "Contract")

**BOND:**

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

Amount: \_\_\_\_\_ (\$ \_\_\_\_\_)  
(hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, for the performance of the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor fully performs the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety further agrees that whenever the Contractor shall be, and is declared by Owner to be, in default under or in breach of the Agreement (which shall include without limitation any breach by the Contractor of any of the provisions of the Contract) the Surety shall promptly remedy the default or breach and undertake to perform and complete the Agreement in accordance with its terms and

conditions. The Surety's obligations include, but are not limited to, (i) the responsibilities of the Contractor for correction of defective work, completion of the Agreement and fulfillment of warranty obligations, (ii) additional legal, design professional and delay costs resulting from the Contractor's default or breach or from the Surety's failure to act as required under this paragraph, and (iii) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or the Surety. The Surety shall fully indemnify and hold harmless the Owner from all costs, damages, and expenses (including attorneys' fees), which the Owner may incur as a result of the Surety's failure to act as required under this paragraph.

4. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Agreement or in the work to be done thereunder, or any extensions of the Contract Time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.
5. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
6. The sum of this Performance Bond is in addition to the sum of the Payment Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

**CONTRACTOR:**

Mears Group Inc.

**SURETY:**

[SEAL]

[SEAL]

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

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

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

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

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

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



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT<sup>[P]</sup><sub>[SEP]</sub>**  
**CONSENT OF SURETY FOR PARTIAL PAYMENT APPLICATION**

(Date) \_\_\_\_\_

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
P.O. Box 690519<sup>[P]</sup><sub>[SEP]</sub>  
Orlando, Florida 32869

Re: Consent of Surety  
Bond # \_\_\_\_\_  
Contract # C006808  
Payment Req. No.: \_\_\_\_\_

Dear Sir or Madam:

\_\_\_\_\_ (Surety) hereby consents to the payment of the amount of moneys due to \_\_\_\_\_ (Prime Contractor), by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT for which the necessary duly executed affidavits/releases of liens have not been provided.

This Consent of Surety is executed in lieu of the appropriated Affidavit and Release of Lien from \_\_\_\_\_ (Subcontractor/s - Supplier/s list if necessary) which the District's Prime Contractor has not submitted with its Partial Payment Application. The Surety executes this Consent for the amount of \_\_\_\_\_, encompassing Work and/or labor performed, the provision of materials, equipment, and supplies through the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, except for any applicable retainage.

\_\_\_\_\_ (Surety) further acknowledges that payment by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT shall not be construed as a waiver of any of the District's rights or those of any other named Obligee under the Payment and Performance Bonds; nor a determination by the District or those of any other named Obligee as to the merits of any controversy or dispute between the Prime Contractor and a Subcontractor/Supplier.

Sincerely,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Attorney-in-Fact

**Note: Documentation must be provided that reflects the Attorney-in-Fact's authority to sign for the Surety.**

### DUAL OBLIGEE RIDER

To be attached to and form a part of contract payment bond number \_\_\_\_\_ issued by  
\_\_\_\_\_ (Surety) On behalf of \_\_\_\_\_ (Contractor)  
In the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
and dated \_\_\_\_\_ in favor of CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT.

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration receipt of which is hereby acknowledged, the Undersigned hereby agree as follows:

1. Walt Disney Parks and Resorts U.S. Inc. is hereby added to said bond as additional Obligee.
2. The Surety shall not be liable under this bond to the Obligee, or either of them unless the said Obligee, or either of them, shall make payments to the Principal strictly in accordance with the terms of the said Agreement as to payments, and shall perform all other obligations to be performed under said Agreement at the time and in the manner therein set forth.
3. No suit, action or 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 Agreement falls due.
4. Aggregate liability of Surety hereunder to Obligee is limited to the penal sum above stated Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against principal or against and other party liable to the payee on the discharged obligation.

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

**Mears Group Inc.**

By \_\_\_\_\_

**Surety**

By \_\_\_\_\_

**DIRECTIVE NO.**

CONTRACT NO: C006808

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

PROJECT: NATURAL GAS UNDERGROUND CONSTRUCTION - CONTINUING SERVICES AGREEMENT

TASK WORK ORDER NUMBER: \_\_\_\_\_

CONTRACTOR: MEARS GROUP INC.

ATTACHMENTS:

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

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

The following is applicable to this Directive as marked:

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

Approved:

Recommended for Approval:

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

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

Accepted:

\_\_\_\_\_  
Contractor: Mears Group Inc.      Date

Copy: Contract File

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

Owner's Project Manager: Craig Sandt

CONTRACTOR: Mears Group Inc.  
CONTRACT NUMBER: C006808  
CHANGE ORDER NO. (Insert C.O. Number)

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#### CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006808  
PROJECT: NATURAL GAS UNDERGROUND CONSTRUCTION - CONTINUING SERVICES AGREEMENT  
CONTRACTOR: MEARS GROUP INC.

Pursuant to the provisions of Section 9.4 of the General Conditions for Construction, this is to certify that the Work under the above referenced Agreement has been substantially completed on \_\_\_\_\_ (insert date of substantial completion) (the "date of substantial completion") and a Punch List shall be issued within twenty (20) days.

Commencing on the day following the date of substantial completion, the Owner shall have responsibility for maintenance of the Project, utilities serving the Project and casualty insurance covering the Project; provided, however, that nothing herein contained shall relieve Contractor of its responsibilities under Article 11 of the General Conditions for Construction during the period following the date of substantial completion of the Work and final completion (or thereafter with respect to Section 11.8 of said General Conditions).

As provided in Section 9.4.1 of the General Conditions for Construction, this Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs and/or fees for any outstanding Revision Orders and itemized projections for any incomplete Work), and the Contractor shall conclusively be deemed to have waived the right to payment of any item or fee or cost not billed within thirty (30) days of Contractor's receipt hereof. The issuance of this Certificate of Substantial Completion shall not constitute a waiver of any right of the Owner hereunder including, without limitation, the right to those retainages permitted by the Contract Documents.

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

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

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

TASK WORK ORDER FORM (SAMPLE)  
AGREEMENT NO. C006808

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TASK WORK ORDER



CONTRACT# \_\_\_\_\_

WORK ORDER NUMBER # \_\_\_\_\_

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

\_\_\_\_\_  
Contracting Officer  
Approval/Initials

**Project Title:**

To:

Attn: \_\_\_\_\_

FUNDING SOURCE: \_\_\_\_\_

**EXPENDITURE  
ACCOUNT NUMBER(s):**

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 \$ \_\_\_\_\_.

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Representative

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Department Director or Designee

END OF EXHIBIT E



# Natural Gas Underground Construction – Continuing Services

A PROJECT PROPOSAL PREPARED FOR: CLIENT:

Central Florida Tourism Oversight District

SUBMITTAL DATE: January 9, 2025

REVISION: 0



January 9, 2025

Recipient: Central Florida Tourism Oversight District

Subject: **Natural Gas Underground Construction – Continuing Services**

Ms. Medina,

Mears Group, Inc., a Quanta Services company, is pleased to submit this proposal in response to the above-referenced work in Central Florida.

Mears is committed to safety and quality with all the work we conduct. Along with the requested documents for the RFP, we included information about our Capacity Model and how we think about safety differently. We also included information about our Survey 360 application, allowing data collection and quality assurance on all fusing operations. Additional information can be provided upon request.

Thank you for considering Mears Group, Inc., for this work. Do not hesitate to call me at (816) 527-7227 or email at [Tim.Collins@Mears.Net](mailto:Tim.Collins@Mears.Net) with any questions that you may have or if you need anything else.

Sincerely,

*Tim Collins*

**Tim Collins**

Vice President of Operations  
Mears Group Inc.

## 1.0 Company Information

### 1.1 Basic Information

**Firm Name:** Mears Group, Inc.

**Parent Company:** Mears Group is a wholly owned subsidiary of Quanta Services

**Address of Corporate Office:** 1610 E. Girard Place, Suite 303, Englewood, CO 80113

**Phone Number:** (816) 527-7227

**Email:** Bids@mears.net

**Federal Tax #:** 760612167

### 1.2 Mear's History, Mission, Vision, and Values

#### History:

Mears Group has been in business for 54 years. Originally started as a small, family-owned business, we have grown to more than 2,500 employees who span across multiple markets, making us the industry-leading energy infrastructure solutions provider we are today. We are a company that was built by the people, and together we strive towards one common goal – providing excellent service to our customers. Since joining Quanta in 2000, we have access to specialized workforces with decades of experience, industry-leading equipment and invaluable niche training resources. This relationship also allows us to self-perform more than 85% of our work, collaborating with our customers to provide cost, certainty, and safety.

#### Mission:

Mears' Mission is to safely deliver innovative, efficient, and high-quality construction solutions to the energy distribution industry by:

- Providing **best-value services** to our customers
- Developing and retaining the **best people** in the industry
- Investing in the **best equipment** and technology
- Committing to the **highest safety and quality** standards

#### Vision:

Mears' Vision is to **Enrich** lives by being the **best** place to work **AND Leading** the construction of **safe** and **reliable** infrastructure.

#### Core Values:



We began as a family company with a commitment to deliver unparalleled services to our clients, their customers, and our shared communities. Despite our growth, we are still true to our roots today. Our six Core Values, refined over half a century, demonstrate our commitment to all our stakeholders.

#### Safety:

- Working Safely at all times
- Looking out for one another



- Protecting the safety of the customer and public
- Maintaining an attitude of safety
- Planning for safe projects
- Learning to make the work safer

**Quality:**

- Workmanship of the finished project
- The attitude towards delivering a great product
- Attention to detail in all aspects of work
- Tools and equipment needed for our work
- Developing and delivering smart solutions for customers
- Innovation and ingenuity

**Ownership:**

- Taking ownership for planning and results
- Not making excuses and not blaming others
- Being accountable for results
- Taking responsibility for what needs to be done
- Controlling costs and delivering profitable projects
- Commitment to results, our team, and customers

**Integrity:**

- Thinking and acting with integrity
- Honesty in all our dealings
- Respecting each other
- Doing the right thing – whether or not others see it, or you are credited
- Being trustworthy
- Saying what you do and doing what you say

**Service:**

- Collaborating with customers
- Serving each other internally
- Looking out for our customer's best interests
- Leaders serving their team
- Partnering with customers
- Being grateful for the opportunity

**Team:**

- A unit with a common purpose
- Goal-oriented (teams don't exist without an objective)
- Developing our team through continuous learning
- Collaborating and cooperating with each other
- Pride in our identity
- Family – “We” (not “me or “they”)

## 2.0 Qualifications and Experience

### 2.1 Team Qualifications and Experience

#### Tim Collins, Vice President of Operations (FL)

With nearly 30 years of experience in the pipeline and gas distribution industry, Tim is ultimately responsible for ensuring all aspects of the projects and blanket work in Florida are executed safely, within the schedule constraints, and all quality standards are met or exceeded.

#### Mark Filteau, Operations Manager

With a career in natural gas and petroleum exceeding 30 years, Mark controls the day-to-day operations of all our work in the Tampa area and other locations throughout the state by evaluating physical construction aspects and maintaining cost and schedule guidelines. Mark will be the main point of contact for local TECO construction management personnel for work outside of the Southeast Region.

#### Troy Rouse, Local Safety Manager

Troy has nearly 30 years of safety experience and is responsible for safety leadership on all work in Florida. He provides safety training for all employees, performs safety audits on our crews, and promotes a positive safety culture throughout the state.

#### Rick Diaz, Regional QA Manager

Rick is responsible for ensuring the quality of the joining and installation of pipe, as well as the quality of the back-office paperwork. Additionally, Rick audits the OQ's of the employees working in Florida and assists the Local Safety Manager to ensure compliance.

### 2.2 Personnel List

Personnel list		
Ronald Perez Alay	Nayln Gabriel Galloway	Alvaro Ramirez
Elmer Estuardo Aldana Aldana	Emiliano Garcia Serrano	Cesar Ramirez Garcia
Juan David Allende Rivera	Mark Gourlay	Michael Calvin Reeves Vina
Carlos A Alonso Mendoza	Josue Antonio Green	Juan C Rivera
Rogelio A Altamirano Soriano	Jonathan Michael Grzybek	Miguel Angel Rodriguez Garcia
Chance Cole Applebee	Robert Lee Hatfield III	Juan C Rodriguez Arredondo
Jose M Arroyo Bagui	Joshua Robert Hiestand	Anthony Stephen Rutt
Mark A Byrd	Marlon Houston Jr	Roberto Sanchez
Jeffrey A Cavalovitch	Mark E Kane	Guillermo Sanchez Benitez
Charles Lyn Cherington JR	Triston Blake Kilinski	Jose Gregorio Sandoval
Kevin Michael Claypool	Michael Dwight Little II	Rigoberto Santiago Vega
Troy Tyrone Coleman	Oscar Francisco Marquez	Devin Shayne Simonds
James Scott Collins	Charles William Massingill Jr	Jose Francisco Sixto Jacobo
Lilah Jean Collins	Cade Thomas Menozi	Sergio Soler Morraja
Rogelio Cruz	Funelo Armondo Mobley	Julio C Solis Blanco
Shay Daughtery	Nixon Norvelus	Armando Vera
Casey Colton Evans	Pascual Tirado Perez	William David White
Lucas R Figueroa Matute	Donato Ponce Perez	David Anthony Williams
Aspen Xavier Galloway		

ASME Certified Welders	
Pascual Tirado Perez	Juan C Rivera

## 2.3 Relevant Contracts

### Xcel Energy:

Multi-year agreements for Gas Distribution (new installations and replacements), High-Pressure Gas, and Restoration & Stormwater Management

### Duke/Piedmont:

Multi-year agreement for Gas Distribution (new installations and replacements)

### Spire Energy:

Multi-year agreement for Gas Distribution (new installations and replacements)

Multiple large Gas Distribution projects awarded

### TECO Energy:

Multi-year agreement for Gas Distribution (new installations and replacements)

Multiple large Gas Distribution projects awarded

### Chesapeake Energy:

Multi-year agreement for Gas Distribution (replacements)

## 2.4 Florida Specialty Contractors – Gas Line License

### 3.0 Mears Advantage

#### 3.1 The Capacity Model

At Mears & Quanta, we are changing our company's culture around safety. Over the last several years, we have been on a journey to shift the way we think about safety from the traditional model to **The Capacity Model**.

The Capacity Model aims to eliminate life-threatening, life-altering, and life-ending events by focusing on human performance and building the capacity to fail safely.

The rate of reduction in occupational injuries has slowed in recent years despite numerous injury and illness prevention programs. We at Quanta recognized the need for a new system to continue to drive positive change. The Capacity Model was developed in conjunction with our workers and industry-leading experts as a bold and different way to approach workplace safety. The Capacity Model demands that we honestly assess reality so that successes don't happen by chance and that failures don't kill us. We have one simple and consuming goal: zero life-threatening, life-altering, or life-ending events.

More detailed information about The Capacity Model including STKY, STKY Controls, the Energy Wheel, Operational Learning, and the Human Performance Principles can be found at <https://www.quantaservices.com/safety/the-capacity-model>.

#### 3.2 Fusion 360



# FUSION 360°



## FUSION 360° OVERVIEW

Welcome to Fusion 360°, our state-of-the-art Fusion Collection Program designed to ensure the highest quality and safety for the construction, installation, maintenance, and repair of gas distribution infrastructure and gas pipeline infrastructure. Our program leverages cutting-edge technology to enhance the quality of our services, ensuring that every fusion we perform meets our rigorous standards.

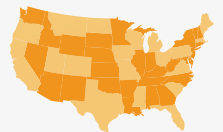
### ► Safety First:

The safety of our employees and customers is our top priority. With Fusion 360°, multiple layers of inspection help us maintain a safe working environment.

### ► Quality Assurance:

Fusion 360° is rooted in our core value of quality. By performing visual inspections on our plastic fusion and mechanical fittings, we ensure that every installation meets our company's high standards.

## KEY FEATURES



240,000+ FUSES CAPTURED ACROSS 28 DIVISIONS



600+ FOREMAN TRAINED



## FUSION 360° IS MORE THAN JUST A PROGRAM; IT'S OUR **COMMITMENT TO EXCELLENCE.**

### COMPREHENSIVE REVIEWS

- ▶ Every fusion undergoes a quality review, with corrective actions implemented for any rejections.

### REJECTED FUSIONS

- ▶ All rejected fusions are documented and corrective action plans are implemented to prevent future occurrences.

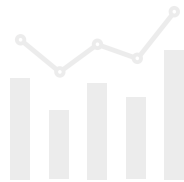
### DATABASE ACCESS

- ▶ Historical data is available in our Fusion Database, allowing for detailed tracking and analysis.

### DATA REPORTING

- ▶ Fusion data can be exported to Excel and PowerBI for comprehensive reporting.
- ▶ Data compatibility with multiple platforms ensures seamless integration with existing systems.

## WORKFLOW



### DATA CAPTURE

Fusers and foremen capture fusion data.



### QUALITY ASSURANCE

QA teams review and approve fusion data.



### MANAGEMENT REVIEW

Operations directors oversee and manage the data.



### DASHBOARD MONITORING

Quality departments track fusions and review data maps.



## LEARN MORE

**Let's build a safer, higher quality future together.**

Scan the QR code to learn more about Fusion 360° and discover how it can benefit your projects.

FUSION





**mears**

A QUANTA SERVICES COMPANY

**Operational Company Resume**

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**TIMOTHY COLLINS, Vice President of Operations**

Timothy Collins has over twenty years of work history in all facets of the pipeline and gas distribution industry. Experience with growth in new markets and endeavors in various areas of the United States.

**EMPLOYMENT HISTORY**

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<b>Mears Group</b> <i>2021 - Present</i>	<b>Vice President of Operations</b> <ul style="list-style-type: none"><li>• Operational responsibility for work in Florida</li><li>• Negotiate with investor owned utilities</li><li>• Safety responsibility</li></ul> Financial responsibility for \$45 million
<b>InfraSource Construction</b> <i>2018 - 2021</i>	<b>Director of Operations</b> <ul style="list-style-type: none"><li>• Operational responsibility for work in the upper Midwest</li><li>• Negotiate with investor owned utilities</li><li>• Safety responsibility</li></ul> Financial responsibility for \$45 million
<b>Gateway Technical College</b> <i>2017 - 2018</i>	<b>Instructor</b> <ul style="list-style-type: none"><li>• Instruct students and teach them to become gas distribution workers.</li><li>• Managed a financial budget for the gas utility program</li></ul>
<b>InterCon Construction</b> <i>2013 - 2017</i>	<b>Superintendent</b> <ul style="list-style-type: none"><li>• Manage daily operations of approximately 100 employees</li><li>• Negotiate with customers and residents</li><li>• Responsible for the operational and safety performance of natural gas contracts</li></ul>
<b>InfraSource</b> <i>2010 - 2013</i>	<b>Regional Vice President</b> <ul style="list-style-type: none"><li>• Started the nation-wide pipeline division in 2008</li><li>• Directed safety and operational performance</li><li>• Managed the monthly financial reporting for national accounts</li><li>• Successfully assisted with a top down safety culture initiative</li><li>• Reviewed and assisted with estimating, performed due diligence on acquisition candidates</li><li>• Negotiated contracts with investor owned utilities</li></ul>
<b>InfraSource</b> <i>2008 - 2010</i>	<b>General Superintendent</b> <ul style="list-style-type: none"><li>• Managed multiple contracts and the day to day operations of \$30 million in revenue</li><li>• Assisted with estimating</li></ul>
<b>Arby Construction</b> <i>2007 - 2008</i>	<b>Director of Business Development</b> <ul style="list-style-type: none"><li>• New and existing customer marketing. Worked closely with operations to improve customer relationships.</li></ul>
<b>ZDB Utility Construction</b> <i>2006 - 2007</i>	<b>Construction Manager</b> <ul style="list-style-type: none"><li>• Performed day to day operations of the company, as well as monitoring safety, financial performance, and estimating.</li></ul>
<b>Arby Construction</b> <i>1996 - 2006</i>	<b>Vice President of Operations</b> <ul style="list-style-type: none"><li>• Responsibilities included the day-to-day operations and estimating of approximately \$30 million in construction contracts. Implemented and carried out new policies for production reporting and improved accuracy in the financial analysis of contracts.</li></ul>



**mears**

A QUANTA SERVICES COMPANY

## Company Resume

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### Mark Filteau, Operations Manager

Worked in the Petroleum / Natural Gas Piping Industry my entire career spanning over 30 years. Throughout those years I have continued to elevate my career with a strong ability to give the customer what is needed while keeping the goal of completing the task.

### PAST EXPERIENCE

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#### **Mears Group Inc.**

Operations Manager – 2022-Present

Responsible for maintaining a professional work environment and building a culture conducive for a successful and prosperous organization / managing the financial forecasting and building a budget that works for the business model / assisting to create safety guide lines and ensuring they are implemented to their full capacity / evaluating and placing employees into positions that will be beneficial to their growth / Build and maintain customer relationships to ensure they are provided with a product that fits their needs.

Area Superintendent – 2020-2022

Responsible for scheduling crews/P&L Reports/Equipment Tracking/ Project Management/ Project Planning/Customer Relations/Fleet Management/Safety Policies and Implementation/Invoice Tracking/Materials Acquisition/Tooling Calibrations/Personnel Qualifications/Emergency Response/Project Bidding/Subcontractor Agreements/Personnel, Crew Placement.

#### **J & M Land Management**

Operations Manager/ Owner – 2012- 2020

I have started a ROW management company from the ground up. Responsible for over 12000 miles of pipeline row throughout central Florida. Including preparation for FIMSA audits and regulatory compliance. Also maintaining grounds for fuel terminals in central Florida.

#### **American Construction Services**

Operations Manager – 2010-2012

Responsible for rebuilding customer relations, building a new customer base, bidding projects, materials acquisition, scheduling, progress reports, and managing projects. In my short time with ACS I was able to rebuild a relationship with Kinder Morgan (previously GATX) and complete largescale tank farm projects, and emergency pipeline repairs, while attaining work with Murphy Oil USA and CITGO throughout the southern area.

#### **Florida Gas & Electric**

Production Manager – 2000-2010

Responsible for coordinating projects from start to completion. Specializing in municipal upgrade projects for TECO PGS (US 301, Bruce B Downs, Racetrack Rd.) Also managed joint trench projects, and soft utility installations for community developments.





## Q&A Form

Bid No.: C006758

Project: Natural Gas Underground Utilities and Construction - Continuing Services

1. Q. What is your on-site response time after being notified of an emergency?

A. \_\_\_\_\_

2. Q. Will the emergency deployment include a full, or limited equipment and staff?

A. \_\_\_\_\_

3. Q. Which clients, if any, previous or current have received similar emergency response services?

A. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Q. Would the District have priority deployment over other clients in an urgent or emergency situations? (i.e. natural disasters)

A. \_\_\_\_\_



# Contractor Safety Expectation

HAZARD SEVERITY

H-4/H-5

## Confined Spaces

3/13/2018

**Purpose:** To establish and communicate the minimum safety expectations for entering and working in confined spaces while working with Reedy Creek Energy Services (RCES). A confined space has a limited or restricted means of entrance/egress, is large enough and so configured that a worker can bodily enter and perform assigned work, and is not designed for continuous human occupancy.

**Who Needs to Know:** All contractors / operating partners working in or near confined spaces while working with RCES.

**Hazard Severity Ranking:** A hazard is a condition or practice with the potential to cause harm. Hazards classified as H4/H5 are those with high severity that have the potential to cause a fatality, total disability, dismemberment, and life-altering changes that are typically irreversible unless all proper precautions are taken.

**Standards:** Performing work in a confined space shall meet or exceed the requirements of 29CFR1926.1200 – Subpart AA – Confined Spaces in Construction.

**Critical 29 CFR 1926 Elements:** *(The designation of certain requirements as critical does not alleviate the Contractor from complying with ALL applicable aspects of 29CFR1926)*

1. Contractors shall determine what kinds of spaces their employees will be in, what hazards could be there, and how those hazards will be mitigated.
2. Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met.
3. Each employee whose work is regulated by this standard shall have proper training. Training shall be in a language and vocabulary that the employee understands.
4. Contractor shall have a written confined space program that meets OSHA requirements for employees that will enter permit-required confined spaces (PRCS).
5. Effective steps shall be taken to prevent employees from entering PRCS, if employees will not need to enter those spaces.
6. General contractor shall coordinate entry activities with both RCES and sub-contractors.
7. Contractor(s) shall have a competent person to evaluate the site and identify and classify confined spaces. The competent person shall be able to recognize those conditions that require a confined space permit:
  - Contains, or has the potential to contain, a hazardous atmosphere
  - Contains a material that has a potential for engulfing the entrant
  - Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls, or by a floor which slopes downward and tapers to a smaller cross-section
  - Contains any other recognized serious safety or health hazard
8. Provide continuous atmospheric monitoring and continuous monitoring of engulfment hazards during entry.
9. Contractor must have a rescue plan that meets the requirements established by 29 CFR 1926.1200. Contractor shall arrange for rescue and emergency services for employees who enter PRCS.

**Exhibit G**  
**Contractor Safety Expectation - Confined Spaces**

- If relying on the local fire department for emergency services, the contractor shall arrange for the fire department to provide advance notice if they will be unable to respond for a period of time.

**RCES Clarifications and Additional Requirements:**

1. Contractors, including subs, will have a written confined space program when performing PRCs entry at RCES. Site specific conditions related to confined space entry must be addressed in the Project Specific Safety Plan (PSSP).
2. Contractors and subs shall provide their own confined space permits when working with RCES.
3. 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 workers exposed to hazards posed by PRCs, but not performing work inside of confined space or supporting confined space entry
4. Confined spaces that have been evaluated and designated by RCES as permit required will be treated as such even if contractor disagrees with that designation. Trenches may be treated as confined spaces under certain conditions. Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met.
5. When certain conditions described in the OSHA standard are met, the employer may use alternate entry procedures for worker entry into a permit space. RCES must be involved in the decision to use alternate entry procedures.
6. RCES is responsible for providing information to Contractor on any known hazards associated with the space.
7. RCES is **NOT** responsible for providing additional services during entry, including but not limited to:
  - Atmospheric monitoring
  - Emergency response services including rescue
  - Attendants or Entry Supervisors
8. All equipment for atmospheric monitoring must be calibrated according to manufacturer's recommendations prior to use and must, at a minimum, test for oxygen deficiency and enrichment, flammable gases, hydrogen sulfide and carbon monoxide. Any other known or suspected atmospheric hazard must also be tested for prior to and during entry.
9. Atmospheric monitoring equipment will, at a minimum, have alarms set for the 8-hour time-weighted average (TWA) and short term exposure limit (STEL). Monitors shall have simultaneous and multiple alarm indicators, such as audible, visible and/or vibrating alarms to indicate hazardous conditions.
10. Atmospheric testing must be conducted prior to any attempt to ventilate the space and before entry. Monitoring shall be conducted every four feet to detect any possible layers or areas with higher vapor concentration than the rest of the space.
11. Ventilation may be utilized to control hazardous atmospheres and maintain acceptable entry conditions. General dilution ventilation and/or local exhaust ventilation may be used to maintain acceptable entry conditions, as verified by monitoring.
12. No one shall enter a confined space to attempt rescue unless they have been trained and equipped for confined space rescue operations. If it can be performed safely, attendants will only use **non-entry rescue** techniques to perform rescue if they have been trained to do so.
13. Spaces that have an internal configuration that would prevent non-entry rescue shall have a rescue plan. Entry rescue will be only performed by a rescue team able to perform the responsibilities and meet the qualifications outlined in the OSHA standard. Most contractors will not have the capability to perform entry rescue; they will have to partner with an outside organization to provide rescue. The rescue team must have the proper training and equipment and **be available to respond in a timely manner**.
14. RCES reserves the right to stop work being performed and remove contractor personnel from a confined space if an unsafe condition or behavior is observed. The space will be evacuated until concerns are resolved.

**Exhibit G**  
**Contractor Safety Expectation - Confined Spaces**

15. Contractors will debrief RCES about any hazards encountered or created during the confined space entry by either themselves or their subs.

Revision History			
Rev	Description of Change	Owner	Effective Date
0	Preliminary Draft	N/A	2017 Nov 09
A	Updated to reference RCES	Manager, Utility Integration	2018 Jan 30
B	Changes based on review and comments from CFTOD	Manager, Utility Integration	2018 Mar 13



## PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS

### Section 1. INTRODUCTION

A Project Specific Safety Plan ("PSSP") is a communication tool between contractors and the Owner's Representative. Used correctly, the PSSP ensures that relevant project/site-specific safety information is identified, monitored and communicated to all involved with the project.

### Section 2. PURPOSE

The PSSP will allow all those involved with the project to easily identify the existing and potential hazards associated with the scope of work and what methods the contractor shall utilize to mitigate the hazards to an acceptable level.

This should not be an overly complex document. It should be easily referenced by all those working on the project. The document should be able to be used as part of the daily pre task planning and for onsite safety meetings (toolbox talks).

The PSSP should not be a version of the company safety plan. It is Project / Site / Task specific. The PSSP shall include the applicable information commensurate with the size, complexity and risk level of the project.

The PSSP shall make it clear that everyone on the project has the right to report hazards and unsafe practices without fear of reprisal.

Contractor shall submit a PSSP to the Owner's Representative for review prior to project commencement with appropriate time for review. The Owner's Representative reserves the right to ask the Contractor to resubmit the PSSP if safety critical items related to the project are missing or incomplete.

The submittal of the PSSP does not relieve the Contractor from any other submittals required by the Contract Documents, including but not limited to:

- Construction & Demolition Safety Plan
- Crane Critical Lift Plan
- Hazardous Materials Disposal Plan
- Maintenance of Traffic Plan
- Hurricane / Weather Contingency Plan

### Section 3. FORMAT

The Owner's Representative will not dictate the exact format of the PSSP. However, there are four critical components of the PSSP:

- Responsibilities / Contacts
- Scope of work
- Job Safety Analysis (JSA)
- Pre-Task / Daily Safety Planning



#### **Section 4. 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)

#### **Section 5. 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
  - Temporary Traffic Control ("TTC"), formerly maintenance of traffic ("MOT")
  - Guest areas

#### **Section 6. 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.

## Section 7. 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

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.4

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Board Meeting Date: 05/23/2025

**Subject:** Lift Station #7 Rehabilitation & Upgrade Improvements

**Presented By:** Chris Ferraro, Director, Reedy Creek Energy Services

**Department:** Utility Services

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.4 establishing the budget for the Lift Station #7 Rehabilitation & Upgrade Improvements project in the amount of \$11,100,000, authorizing the District Administrator to execute Contract #C006739 with TLC Diversified, Inc. for construction services in the amount of \$8,949,000 plus 10% contingency for a total of \$9,843,900, and approving the allowance for RCES design/support services fees not-to-exceed \$750,000

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**RELEVANT STRATEGIC GOALS:** Quality of Place

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**PROOF OF PUBLICATION:** Bid Released: 11/20/2024

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### BACKGROUND:

Lift Station #7 is located on World Drive North across from the Contemporary Resort and provides wastewater transmission services to the Magic Kingdom, the Contemporary Resort, and several support services facilities in the North Service Area. Originally constructed concurrently with development of the property in the late 1960s, the most recent rehabilitation and upgrade to the station was completed in 1993. A condition assessment was performed on the station, identifying obsolete and degraded components due for replacement or upgrade. The scope of work for the Lift Station #7 Rehabilitation & Upgrade Improvements includes, but is not limited to:

- Replace existing submersible pumps.
- Provide a diesel backup pump for emergency pumping capabilities in lieu of engine generator
- Replace existing fuel storage tank
- Provide epoxy lining system to wetwell walls and ceiling for coatings rehabilitation
- Provide full station bypass during coatings work and other critical rehabilitation work inside the wetwell
- Provide biological odor control unit with activated carbon polishing step
- Provide chopper pumps for wetwell conditioning and mixing
- Provide a submersible mixer upstream of the chopper pumps
- Modify discharge piping
- Modify wetwell interior to improve hydraulics
- Replace electrical and instrumentation and controls components

### FINDINGS AND CONCLUSIONS:

On November 20, 2024, Invitation to Bid #C006739 was posted for Lift Station #7 Rehabilitation & Upgrade Improvements. Two (2) bids were received as follows:

Vendor	Location	Bid Amount
TLC Diversified, Inc.	Palmetto, FL	\$8,949,000.00
Harper Limbach LLC	Lake Mary, FL	\$8,989,954.00



TLC Diversified, Inc. was the lowest responsive and responsible bidder.

The Utilities Division is requesting approval to establish the budget for the Lift Station #7 Rehabilitation & Upgrade Improvements project in the amount of \$11,100,000, to authorize the District Administrator to execute Contract #C006739 with TLC Diversified, Inc. for construction services in the amount of \$8,949,000 plus 10% contingency for a total amount of \$9,843,900, and to approve the allowance for RCES design/support services fees not-to-exceed \$750,000.

**FISCAL IMPACT:**

Funding will be from CFTOD Series 2021-1 Utility Revenue Bonds (Non-Taxable).

**PROCUREMENT REVIEW:**

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

**LEGAL REVIEW:**

The agreement has been reviewed and approved for form and legality by the District Attorney.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- TLC Diversified, Inc. – Agreement
- Bid Tabulation



# LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS

**Agreement: C006739**

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## **PROJECT MANUAL**

### **ISSUED FOR CONSTRUCTION**

**Date of Issuance: May 23, 2025**

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

**Owner's Representative:** Reedy Creek Energy Services  
Electric Engineering Department  
5300 N Center Drive  
Lake Buena Vista, Florida 32830

**Engineer/Architect of Record:** Hazen and Sawyer  
2420 S. Lakemont Avenue, Suite 325  
Orlando, Florida 32814

Wekiva Engineering, LLC  
1320 Wilfred Drive  
Orlando, Florida 32803

**Contractor:** TLC Diversified, Inc.  
2719 17th Street East  
Palmetto, Florida 34221

## 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:

LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS

### ISSUED FOR CONSTRUCTION

Contract Number: C006739

#### 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 00 01 15 – 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 LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS, revised April 30, 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 LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS, revised April 30, 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") C006739: Lift Station #7 Rehabilitation & Upgrade Improvements at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/124100> under Documents.

Specification Sections contained in this Agreement:

- Specification Section 00 01 15 – List of Drawings and Specifications

<b>END OF TABLE OF CONTENTS - PROJECT MANUAL</b>
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**LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS  
LUMP SUM AGREEMENT**

THIS AGREEMENT, made effective as of May 23, 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 **TLC Diversified, Inc.** (herein referred to as the "Contractor"), whose mailing address is 2719 17th Street East, Palmetto, Florida 34221.

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

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid ("ITB") No. C006739 on November 20, 2024 for Lift Station #7 Rehabilitation & Upgrade Improvements;

WHEREAS, two (2) bidders responded, and TLC Diversified, Inc. was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services; and

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

**Article 1****DEFINITIONS: THE CONTRACT DOCUMENTS**

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

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

**Article 2****STATEMENT OF THE WORK**

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

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

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

**Article 3****OWNER'S REPRESENTATIVE**

3.1. **Reedy Creek Energy Services**, whose designated representative is **Kristen Waksman**, and whose mailing address is Post Office Box 690519, Orlando, Florida 32869, shall act as the Owner's

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

3.2. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

#### **Article 4**

#### **THE ARCHITECT/ENGINEER**

- 4.1. The Architect/Engineers for the Project (herein referred to as the "A/E") are:
- a. Plan Set and Technical Specifications prepared by Hazen and Sawyer, located at 2420 S. Lakemont Avenue, Suite 325, Orlando, Florida 32814;
  - b. in association with Wekiva Engineering, LLC, located at 1320 Wilfred Drive, Orlando, Florida 32803.

#### **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 940 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 **910 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 **940 DAYS from the Notice-to-Proceed**.

## **Article 6 CONTRACT SUM**

6.1. Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in the General Conditions, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of **EIGHT MILLION, NINE HUNDRED FORTY-NINE THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$8,949,000.00)** (herein referred to as the "Contract Sum") to cover the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

## **Article 7 APPLICATIONS FOR PAYMENT**

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

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

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

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

with all provisions of the Contract Documents, including those contained in Subparagraph 9.4.2 of the General Conditions.

8.3. 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 **\$3,813.00** 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 [PUBLCRECORDS@OVERSIGHTDISTRICT.ORG](mailto:PUBLCRECORDS@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 **EIGHT MILLION, NINE HUNDRED FORTY-NINE THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$8,949,000.00)** as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida 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:  
**TLC DIVERSIFIED, INC.**

Signature: \_\_\_\_\_  
*As authorized by the Board of Supervisors*

Print Name: S.C. Kopelousos

Title: District Administrator

Date: May 23, 2025

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

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

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

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

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006739**

I. Project Description

The Project is briefly described as follows:

**SECTION 1. SCOPE OF SERVICES OVERVIEW**

- 1.1 The scope of work for the Lift Station #7 Rehabilitation & Upgrade Improvements includes, but is not limited to the following:
- A. Replace existing submersible pumps.
  - B. Provide a diesel backup pump for emergency pumping capabilities in lieu of engine generator.
  - C. Replace existing fuel storage tank.
  - D. Provide epoxy lining system to wetwell walls and ceiling for coatings rehabilitation.
  - E. Provide full station bypass during coatings work and other critical rehabilitation work inside the wetwell.
  - F. Provide biological odor control unit with activated carbon polishing step.
  - G. Provide chopper pumps for wetwell conditioning and mixing.
  - H. Provide a submersible mixer upstream of the chopper pumps.
  - I. Modify discharge piping.
  - J. Modify wetwell interior to improve hydraulics.
  - K. Replace electrical and instrumentation and controls components to align with current RCES standards.

**SECTION 2. SCOPE OF SERVICES**

2.1 WORK COVERED BY PROJECT DOCUMENTS

- A. Construction: The Contractor shall construct all areas as shown on the drawings and as per the Technical Specifications.
- B. Summary of the Work: The work and improvements will consist principally of the following:
  - 1. Mobilization and General Conditions
  - 2. Permitting
  - 3. Maintenance of Traffic ("MOT")
  - 4. Erosion and Sedimentation Control
  - 5. Survey and Lay-Out
  - 6. De-Watering
  - 7. Clearing
  - 8. Utilities
  - 9. Construction

*For a complete scope of work, refer to Specification Section 01 11 00 – Summary of Work.*

**SECTION 3. EMPLOYEES**

The following applies to ALL contract work:

- 3.1 The Contractor shall perform the basic services outlined within this Scope of Work between the hours of 7:00 AM and 5:00 PM, Monday through Friday, with the exception of mechanical/electrical tie-ins which may necessitate third shift sequencing to minimize impact to park operations. All mechanical/electrical tie-ins shall be coordinated with Owner prior to proceeding. All work hours are subject to change depending on the time of year and as a result of special events or holidays.
- 3.2 Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the Owner.

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006739**

- 3.3 Owner reserves the right to refuse any Contractor's employee who does not meet or conform to Owner's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes a level of professional hygiene that includes all Contractor-provided uniforms.
- 3.4 Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the services, and shall provide all protection to prevent injury to all persons involved in any way in the Services.
- 3.5 Any and all complaints or calls for assistance from Owner or its agents or representatives shall be responded to by Contractor within twenty-four (24) hours of Owner's issuance of such complaints or calls and all repairs or work which precipitated such complaint shall be diligently and professionally completed by Contractor.
- 3.6 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner towards Owner, guests, staff, and management. In the event the Owner believes that any of Contractor's employees are acting other than as herein required, or Owner or its agents determine that any of such employees are not performing their duties in a competent manner, Owner shall so advise Contractor and Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by Owner. Contractor shall maintain continuous and regular communications with Owner concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by Contractor hereunder.
- 3.7 All services shall be approved by and scheduled through the Owner or its authorized representative.
- 3.8 Contractor shall make walk/ride-through reviews of the entire site related to visual observations and shall make repairs and adjustments necessary. Owner may attend the walk/ride-through.
- 3.9 Contractor shall be required to provide response correspondence to any service requests sent via the Owner.
- 3.10 All services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (b) all codes, rules, regulations, and requirements, of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern. The Contractor shall at all times keep the general area in which the services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the services, and shall continuously throughout performance of the services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the Owner may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the Owner incurs the clean-up cost, the Owner will deduct the expenses incurred from any sums then or thereafter due the Contractor.

**SECTION 4. QUALITY CONTROL**

- 4.1 Contractor shall establish a quality control/quality assurance program specific to this contract scope and shall maintain and monitor the program throughout the life of the contract.
- 4.2 Owner will have the right at any stage of the operation to reject any or all work and material that in the Owner's opinion does not meet the requirements of this scope of services.

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006739**

**SECTION 5. DAMAGE**

- 5.1 Any damages caused by the Contractor shall be repaired by the Contractor within twenty-four (24) hours, or shall be repaired by the Owner and back-charged at the current rate per man hour plus material plus twenty percent (20%) on material only. Any materials required to correct damages caused by the Contractor shall be the responsibility of the Contractor.
- 5.2 Should the Owner elect to have the Contractor perform any work outside the scope of services, the Owner may request a lump sum proposal for the work or may direct the Contractor to proceed on a time and material basis.
- 5.3 Contractor shall report all damages to the Owner immediately.

**SECTION 6. SAFETY**

- 6.1 All Contractors' equipment shall be properly maintained with all safety equipment intact and operational.
- 6.2 Contractor shall acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work on the project.
- 6.3 Contractor shall be responsible for the safety of its employees and shall, at a minimum, require applicable personal protective equipment ("PPE") including, but not limited to, hard hat, safety vest, eye and hand protection.
- 6.4 Contractor shall provide a Project Specific Safety Plan ("PSSP") to Owner's Construction Safety Consultant prior to start of any work to include the following:
- Contractor company name and contact information;
  - Project number and name;
  - Summary of work to be performed;
  - Job hazards present and how to mitigate;
  - Personnel names to be working onsite;
  - Equipment to be utilized in performance of the work; and
  - Job hazard analysis ("JHA").

**SECTION 7. ADDENDA CLARIFICATIONS**

- 7.1 Working Hours: Daytime work hours are preferred and specified for this project.
- 7.2 Laydown Area: Lift Station #7 is surrounded by tree and plant hedges, and the Contractor may assume use of the area within this barrier for staging and laydown. Access to the existing facilities shall be maintained throughout construction. Any impacts to traffic associated with deliveries or other activities shall require submittal and approval of temporary traffic control plans. Any damage to the existing landscaping caused by the Contractor shall be replaced by the Contractor.
- 7.3 Permits: Per specification section 01 11 00 Summary of Work, Article 1.03.B.3, the Contractor shall provide all building permits. Because the project is owned by the same entity as that which will issue the building permits, the permitting fees normally applicable are waived. It is necessary, however, for any contractor applying for building permits through CFTOD to request exemption from payment of the permitting fees for the reason stipulated herein.
- 7.4 Warranty: Specification section 01 61 00, Article 1.05.A.2., states equipment and material shall be guaranteed to be free from defects in workmanship, design, and/or materials for a period of one (1) year unless otherwise specified in the individual Specification Section for a Special Warranty (e.g., Section 09 90 10, Section 40 05 58, Section 43 23 19, Section 43 25 13, Section 43 27 00, Section 44 31 25, Section 46 41 23, etc.).

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006739**

- 7.5 In Specification Section 43 23 19 Centrifugal Chopper Pumps, Article 2.02.A, the pump manufacturer shall be the Vaughan model S6 U-105 by FJ Nugent.
- 7.6 Coating system: Section 09 90 10 Part 2.01 specifies three (3) coating systems for consideration during the bidding process, and the Quadex coating system was not a specified system. Products for the coating system will be reviewed as "or equal" during the shop drawing submittal phase of the construction project.
- 7.7 King manhole dimensions (Diameter and VF):
- Structure Outer Diameter= 115"
  - Square Lid Opening= 35.5" x 34"
  - Fall Protection Grating Opening= 30" x 34"
  - Opening to Bench Depth= 183"
  - Opening to Trough Depth= 208"
- 7.8 The "temporary fuel tank" shown on page WLDC102 is for the bypass pumping system.
- 7.9 RE: Sheet WLDM104 shows an arrow pointing to a square with a call out for a "14" FRP 90 Bend" (new hatch)  
The FRP pipe odor control piping is penetrating through the stilling well proposed hatch shown in Section B of WLDM103. This is a new hatch.
- 7.10 Information on the sluice gates and operators can be found in specification sections 40 05 58, 40 06 20, and 40 05 59.23.
- 7.11 Testing responsibility (compaction, concrete, etc.): Per specification section 01 45 23, Article 1.02, A.1., the Owner will employ and pay for services of an independent testing laboratory to perform specified services. Also, in 01 33 00, Article 1.02.B., written reports of all testing and check-outs shall be submitted to the Owner's Representative.
- 7.12 Gorman Rupp is the correct diesel-back up pump manufacturer.
- 7.13 The Contractor shall patch anything that is impacted during the course of the project.
- 7.14 The existing coatings inside the wetwell and valve vault are not known.
- 7.15 Cooling for enclosures that are housing starters and electrical equipment: The main control panel is specified to be supplied with a cooling device per 40 61 00 2.01.E.16. Each of the soft starts are to be supplied with similar cooling devices as specified in 26 29 13.16. 2.02 N.3. Other panels do not require cooling beyond natural convection.
- 7.16 Pull boxes on Plan Sheet WLDE301: PB1P and PB1C shall be mounted to the electrical enclosures as shown, near top of the enclosures and above the top of the pump discharge pipe. Extend front face of PB1P to be in line with east face of pipe below and with a minimum of 36" clearance to existing fence. Provide an aluminum checkered plate to cover the conduit runs in front of PB1C to provide 36" clearance between the pull box and the west side of pipe.
- 7.17 Item 8.12 Temporary Electric: Contractor shall coordinate with electrical subcontractor for meeting the needs for any electrical power required for construction activities. Temporary electrical service for construction needs is a means and methods issue to be worked as determined by the Contractor, furnished at no additional cost to the Owner.
- 7.18 Electrical Layout: WLDE101 shows the relative location of panelboard MBP in it's NEMA3R enclosure along with the separate NEMA3R enclosures for all the items MBP feeds. WLDE800 is a one-line of MBP showing connections to each of the separate items that are also located on WLDE101. All electrical power distribution equipment is new (MBP, FV starters, soft starts, and light panel/transformer). All existing gear shall be removed per WLDE100.

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
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- 7.19 Temporary Odor Control: The plans show that temporary odor control shall be maintained at all times during construction. The temporary odor control is for the King Manhole when the wet well is out of service. At no time shall Lift Station No. 7 be without operating odor control.
- 7.20 At the tie-in location, the Contractor is responsible for the backup pumps to meet 6,400 gallons per minute ("GPM") at a minimum of 64.0 feet of head.
- 7.21 SCADA integration: Under 40 61 00-1.01, there is no scope for the system integrator to modify the existing SCADA system. 40 60 00-1.01.C.6 states the S.I. will fully program the new MCP-1, but no programming is associated with this panel. RCES will take care of SCADA integration. System integrator is not responsible for SCADA system upgrades. There are no PLC or SCADA controls at this lift station. All controls are electrical switches and controls through the BB4000 controllers and Wilkerson DR1920 back-up controllers.
- 7.22 Per section 40 61 00-2.01E.5 BB4000 controllers are the RCES standard and are to be used. RCES would have to approve a change to Flygt Controller.
- 7.23 There is no PLC associated with this system. All controls are through the BB4000 controllers. If a "PLC" is referenced in the specifications, then interpret this as "station controls" which will be the BB4000 controllers.
- 7.24 Refer to Sheet WLDI500. MCP-1 is to house the UPS, two (2) BB4000 controllers, ethernet switch, FOPP, Fiber converter, and radio.
- 7.25 Per section 40 61 00-2.01E.21 and 40 61 00-2.01E.22, the MCP is to have indicating lights and selector switches as shown on the drawings. RCES will program monitoring to SCADA.
- 7.26 Section 26 05 00-1.01.C.2 states to install new VFD's. This is a mistake and should be reduced voltage soft starters. The (4) submersible pumps are to be soft starters as shown on WLDE800.

**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 LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS, and revised March 18, 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 LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS, and revised March 18, 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, 6 pages
- D. Exhibit B, Project Milestone Schedule, 1 page
- E. Exhibit C, Recap of Contract Sum, 1 page
- F. Exhibit D, Pending Alternates, 1 page
- G. Exhibit E, Unit Price Schedule, 1 page
- 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



<p style="text-align: center;"><b>EXHIBIT A</b> <b>PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS</b> <b>Contract No.: C006739</b></p>
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- 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 00 01 15 - List of Drawings and Specifications, 5 pages

<p style="text-align: center;"><b>End of Exhibit A</b></p>
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**EXHIBIT B**  
**PROJECT MILESTONE SCHEDULE**  
**Contract No.: C006739**

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	910 Days from Notice-to-Proceed
Final Completion	Day 910	940 Days from Notice-to-Proceed

**End of Exhibit B**

**EXHIBIT C**  
**RECAP OF CONTRACT SUM**  
**Contract No.: C006739**

The Contract Sum is based solely on the Contractor's proposed Base Bid Not to Exceed Amount of **\$8,949,000.00** which includes Allowance #1 for Concrete Surface and Crack Repairs over 1/2" in the amount of \$87,000 as itemized below:

Item	Description	UOM	Qty	Unit Price	Total
<b>1 - LIFT STATION PUMPING (MATERIALS AND INSTALLATION)</b>					
1	10" NP 3315 638 Flygt Pumps 110 HP, 3/460V	EA	4	\$300,000.00	\$1,200,000.00
1 - Lift Station Pumping (Materials and Installation) Subtotal					<b>\$1,200,000.00</b>
<b>2 - EMERGENCY BACKUP PUMPING</b>					
2	Godwin CD Series Pump with Hospital Grade Sound Attenuation	EA	1	\$450,000.00	\$450,000.00
3	Double Walled Steel Fuel Storage Tank	EA	1	\$232,000.00	\$232,000.00
4	Piping & Fittings	LS	1	\$125,000.00	\$125,000.00
5	Valves	LS	1	\$35,000.00	\$35,000.00
2 - Emergency Backup Pumping Subtotal					<b>\$842,000.00</b>
<b>3 - BYPASS PUMPING (MATERIALS AND INSTALLATION)</b>					
6	Bypass Pump Equipment Rental (includes 24-hour watch)	MO	4	\$191,000.00	\$764,000.00
7	Bypass Assembly/Dismantle/Delivery/Tax/Env Service Charge	LS	1	\$25,000.00	\$25,000.00
3 - Bypass Pumping (Materials and Installation) Subtotal					<b>\$789,000.00</b>
<b>4 - LIFT STATION MIXING (MATERIALS AND INSTALLATION)</b>					
8	S6U-105 Vaughan Portable Conditioning Chopper Pump	LS	2	\$85,000.00	\$170,000.00
9	SR 4620 Flygt Submersible Mixer	LS	1	\$50,000.00	\$50,000.00
4 - LIFT STATION MIXING (Materials and Installation) Subtotal					<b>\$220,000.00</b>
<b>5 - WET WELL IMPROVEMENTS (MATERIALS AND INSTALLATION)</b>					
10	Piping Upgrades	LS	1	\$300,000.00	\$300,000.00
11	Stem Wall Adjustment and Fillets	LS	1	\$25,000.00	\$25,000.00
12	Additional Hatches	LS	1	\$40,000.00	\$40,000.00
13	Sluice Gates and Hand Wheels	EA	2	\$25,000.00	\$50,000.00
5 - Wet Well Improvements (Materials and Installation) Subtotal					<b>\$415,000.00</b>
<b>6 - COATING AND CONCRETE REPAIRS (MATERIALS AND INSTALLATION)</b>					
14	Raven 405 Epoxy Coating System	LS	1	\$500,000.00	\$500,000.00
15	Concrete Repairs	LS	1	\$25,000.00	\$25,000.00
6 - Coating and Concrete Repairs (Materials and Installation) Subtotal					<b>\$525,000.00</b>
<b>7 - ODOR CONTROL</b>					
16	Zabocs 7015 Biological Odor Control	LS	1	\$325,000.00	\$325,000.00
17	Fiberglass Ductwork, Pipe, and Appurtenances	LS	1	\$75,000.00	\$75,000.00
7 - Odor Control Subtotal					<b>\$400,000.00</b>

**EXHIBIT C**  
**RECAP OF CONTRACT SUM**  
**Contract No.: C006739**

Item	Description	UOM	Qty	Unit Price	Total
<b>8 - ELECTRICAL (MATERIALS AND INSTALLATION)</b>					
18	T-post Supports	EA	4	\$9,000.00	\$36,000.00
19	30A Disconnects	EA	5	\$6,000.00	\$30,000.00
20	200A Soft Starters Encl.	EA	4	\$95,000.00	\$380,000.00
21	MCC for 30A Soft Starters Encl.	EA	1	\$50,000.00	\$50,000.00
22	1200A MTS Encl.	EA	1	\$75,000.00	\$75,000.00
23	1200A Main Disconnect Encl.	EA	1	\$50,000.00	\$50,000.00
24	1200A Power Distribution Encl.	EA	1	\$45,000.00	\$45,000.00
25	7.5kVa Transformer	EA	1	\$15,000.00	\$15,000.00
26	100A Lightning Panel Encl.	EA	1	\$15,000.00	\$15,000.00
27	Conduit and Wire	LS	1	\$525,000.00	\$525,000.00
28	Electrical Demolition	LS	1	\$30,000.00	\$30,000.00
29	Temporary Electrical	LS	1	\$30,000.00	\$30,000.00
30	Testing/Commissioning	LS	1	\$30,000.00	\$30,000.00
8 - ELECTRICAL (Materials and Installation) Subtotal					<b>\$1,311,000.00</b>
<b>9 - INSTRUMENTATION AND CONTROLS (MATERIALS AND INSTALLATION)</b>					
31	Main Control Panel Encl.	EA	1	\$250,000.00	\$250,000.00
32	RTU Encl.	EA	1	\$1,000.00	\$1,000.00
33	Relocate Radio Tower	EA	1	\$75,000.00	\$75,000.00
34	CAT6 Cable	LS	1	\$37,500.00	\$37,500.00
35	Level Floats	EA	2	\$18,500.00	\$37,000.00
36	Level Transducers	EA	2	\$18,500.00	\$37,000.00
37	Pressure Gauges	EA	4	\$3,500.00	\$14,000.00
9 - Instrumentation and Controls (Materials and Installation)					<b>\$451,500.00</b>
<b>10 - DEMOLITION</b>					
38	Demolition	LS	1	\$400,000.00	\$400,000.00
10 - Demolition Subtotal					<b>\$400,000.00</b>
<b>11 - GENERAL CONDITIONS</b>					
39	Contractor General Conditions, Admin, Mobilization & Demobilization	LS	1	\$340,000.00	\$340,000.00
40	Contractor General Requirements, MOT, OH&P	LS	1	\$934,000.00	\$934,000.00
41	Bonds and Insurance	LS	1	\$125,000.00	\$125,000.00
11 - General Conditions Subtotal					<b>\$1,399,000.00</b>
<b>12 - BALANCE OF WORK</b>					
42	All other work not included in above items	LS	1	\$909,500.00	\$909,500.00
12 - Balance of Work Subtotal					<b>\$909,500.00</b>
<b>13 - ALLOWANCES</b>					
43	Allowance#1: Concrete Surface and Crack Repairs over 1/2"	EA	1	\$87,000.00	\$87,000.00
13 - Allowances Subtotal					<b>\$87,000.00</b>
<b>Not to Exceed Total</b>					<b>\$8,949,000.00</b>

End of Exhibit C

**EXHIBIT D**  
**PENDING ALTERNATES**  
**Contract No.: C006739**

THERE ARE NO PENDING ALTERNATES

**End of Exhibit D**

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**Contract No.: C006739**

THERE IS NO UNIT PRICE SCHEDULE

**End of Exhibit E**

# **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

## **SPECIAL CONTRACT CONDITIONS**

Contract No.: C006739

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**SPECIAL CONTRACT CONDITIONS**

Contract No.: C006739

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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**

Contract No.: C006739

June 2023 Edition

**II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT ("PPE") AND CLOTHING REQUIREMENTS**

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

**III. RESERVED**

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

**A. ASBESTOS**

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

**B. CADMIUM and/or LEAD**

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**SPECIAL CONTRACT CONDITIONS**

Contract No.: C006739

June 2023 Edition

**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

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

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

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

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

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

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

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

#### VII. ELECTRICAL SAFETY POLICY

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

The Policy is that all electrical work **shall** be performed de-energized as a standard work practice. This Policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-

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subconsultants and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

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

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

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

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

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

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

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

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exposed energized conductor. Only qualified persons and immediately supervised unqualified persons are allowed to cross the limited approach boundary.

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

**VIII. LOCK OUT / TAG OUT**

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

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

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

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

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

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

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

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

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

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

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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



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improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

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

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

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

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

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

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

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

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

#### X. AERIAL WORK PLATFORMS ("AWP")

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

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

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

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

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materials except on the platform and within the manufacturer's capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

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

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

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

#### XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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



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

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

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

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

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

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

## XII. TRENCHING AND EXCAVATION

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

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

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

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

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

## XIII. UTILITY LOCATES

### *Routine Locate Tickets:*

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

*Emergency Locate Tickets:*

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

**XIV. MOBILE CRANES**

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

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

A critical lift plan is required for the following lifts:

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

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

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

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

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

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

All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. 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).

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

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

#### XV. HEAVY EQUIPMENT OPERATIONS

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

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

#### XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as

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warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

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

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

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

XVII. RESERVED.

END OF SPECIAL CONTRACT CONDITIONS

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**ARTICLE 1**  
**DEFINITIONS**

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

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

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

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

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

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

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

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

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



**1.5. SUBCONTRACTOR; SUB-SUBCONTRACTOR.**

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

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

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

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

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

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

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

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

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

**Article 2  
THE CONTRACT DOCUMENTS**

**2.1. EXECUTION, INTENT AND INTERPRETATIONS.**

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

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

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

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

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

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

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

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

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

### **Article 3 OWNER**

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

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

### **Article 4 THE OWNER'S REPRESENTATIVE**

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

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

### **Article 5 CONTRACTOR**

5.1. REVIEW OF CONTRACT DOCUMENTS. In addition to the representations and warranties contained in Article 9 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further

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

## 5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

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

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

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

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

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

## 5.3. MATERIALS AND EQUIPMENT.

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

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

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

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

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

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

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

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

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

5.7. TESTS.

5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise the Owner in a timely manner (in writing, if practicable) of its readiness and

of the date arranged so that the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified.

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

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

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

## **Article 6 SUBCONTRACTORS**

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

### **6.2. AWARD OF SUBCONTRACTS.**

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

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

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

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

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

### 6.3. SUBCONTRACTUAL RELATIONS.

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

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

### 6.4. PAYMENTS TO SUBCONTRACTORS.

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

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

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

## **Article 7 SEPARATE CONTRACTS**

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

### 7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

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

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

7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. Any such damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such damage, delay or interference, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

7.2.4. Should any Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present to such Separate Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against such Separate Contractor prior to the institution of litigation or other proceedings against such Separate Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. In no event shall the Contractor seek to recover from the Owner, the Owner's Representative or the Architect/Engineer, and the Contractor hereby represents that it will not seek to recover from them, any costs, expenses or losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused or allegedly caused by any Separate Contractor.

7.2.5. If a dispute arises between the Contractor and any Separate Contractor as to the responsibility for cleaning as required by the Contract Documents, the Owner may clean and charge the cost thereof to the responsible contractor, or apportion it among the several responsible contractors, as the Owner shall determine to be just.

## **Article 8**

### **TIME**

#### **8.1. DEFINITIONS.**

8.1.1. Whenever the word "day" is used in the Contract Documents, it shall mean a calendar day unless otherwise specifically provided.

8.1.2. The Date of Commencement of the Work is the date established in a written notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established by the Owner in writing.

8.1.3. The Date of Substantial Completion of the Work (or "Substantial Completion") is the date, certified by the Owner, when all construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

## 8.2. PROGRESS AND COMPLETION; SCHEDULING.

8.2.1. All times and dates stated in the Contract Documents including, without limitation, those for the Commencement, prosecution, Milestones, Substantial Completion and final completion of the Work and for the delivery and installation of materials and equipment, are of the essence of the Contract.

8.2.2. The Contractor shall begin the Work on the Date of Commencement and shall perform the Work diligently, expeditiously and with adequate resources so as to meet all Milestones and complete all the Work within the Contract Time. The scheduling of the Work shall be performed and monitored by the Contractor utilizing a method to be chosen by the Owner. The Contractor (and its Subcontractors, if the Owner requires) shall furnish all scheduling information requested by the Owner (in such form and detail as requested for the particular portion of the Work; herein referred to as the "Schedule" or "Schedules") within two (2) weeks of the Owner's request, shall revise the same from time to time thereafter when so requested by the Owner, and shall attend such meetings concerning scheduling as the Owner may call from time to time. The Contractor shall comply with any Schedule or Schedules established by it and approved by the Owner, or established by the Owner with respect to the Commencement, performance, Milestones or completion of the whole or various portions of the Work. With respect to any portion of the Work for which a Schedule has not been established, the Contractor shall commence such portion of the Work within three (3) days of the date on which the Owner directs such commencement and shall thereafter prosecute and complete the same with all due diligence or as otherwise directed by the Owner. Neither the scheduling information submitted by the Contractor or its Subcontractors, the acceptance or approval thereof by the Owner nor the establishment or implementation of, or failure to establish or implement, Schedules by the Owner shall relieve the Contractor of its obligation to perform and complete the Work in a timely manner or to otherwise perform in accordance with the Contract Documents.

8.2.3. Float or slack time associated with any one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as set forth in an approved Schedule for the Work (assuming the critical path method is used), including any revisions or updates thereto. Float or slack time is not for the exclusive use or benefit of either the Owner or the Contractor. However, if float time associated with any chain of activities is expended but not exceeded by any actions attributable to the Owner, the Contractor shall not be entitled to an extension in the Contract Time.

## 8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

8.3.1. The time during which the Contractor is delayed in the performance of the Work by the acts or omissions of the Owner, the Owner's Representative, acts of God, unusually severe and abnormal climatic conditions or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for such delays shall be considered unless made in accordance with Paragraph 13.1.

8.3.2. The Owner and the Owner's Representative shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against them, on account of, any damages, costs or expenses of any nature whatsoever which the Contractor, its Subcontractors or Sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the Owner, or any of the events referred to in Subparagraph 8.3.1. above, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time, but only if claim is properly made in accordance with the provisions of Paragraph 13.1.

8.3.3. Whenever, in the opinion of the Owner, the Work falls behind Schedule due to the fault of the Contractor, the Contractor shall, to the extent necessary to meet said Schedule, increase its labor force and/or provide overtime, extra shifts, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from the Owner. Further, the Owner shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs the Owner may incur as a direct result of said increase in labor force or overtime, extra shifts, Saturday, Sunday and/or holiday work.

8.3.4. The Owner may, in its sole discretion and for any reason, direct the Contractor to accelerate the Schedule of performance by providing overtime, extra shifts, Saturday, Sunday and/or holiday work and/or by having all or any Subcontractors or Sub-subcontractors designated by the Owner provide overtime, extra shifts, Saturday, Sunday and/or holiday work.

8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor



(except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts)).

8.3.4.2. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by a Subcontractor pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Subcontractor for the premium time (or shift differential for any extra shifts) of all labor utilized in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time cost of such labor), together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time.

8.3.4.3. Anything in the foregoing to the contrary notwithstanding, should the Owner's direction to the Contractor to accelerate the Schedule of performance pursuant to this Subparagraph 8.3.4. require the Contractor's or a Subcontractor's forces to work in excess of fifty (50) hours per week for a period in excess of four (4) consecutive weeks, the Owner shall pay to the Contractor, for each consecutive week after the fourth consecutive week in which the same forces are required to work in excess of fifty (50) hours, an additional amount equivalent to ten percent (10%) of the gross wages of Job Site labor, less payroll costs as defined in Subparagraph 12.2.1., paid to such forces on account of such overtime, Saturday, Sunday or holiday work pursuant to this Subparagraph 8.3.4. Such acceleration shall be referred to as "Extended Acceleration", and the payment described herein shall be the sole and exclusive remedy for such Extended Acceleration including, without limitation, all inefficiencies, impacts, added supervision and overhead, ripple effect or any other costs or expenses of any kind. Anything in this Subparagraph 8.3.4.3. to the contrary notwithstanding, the Owner shall have no obligation to make payments on account of overtime, Saturday, Sunday or holiday work ordered pursuant hereto unless: (a) the Contractor shall submit to the Owner, for the Owner's review and approval, duly authenticated time tickets evidencing the hours of overtime, Saturday, Sunday or holiday work performed pursuant to this Subparagraph 8.3.4.3. by the end of the day on which performed and recapped in summary form; and (b) the Contractor shall include with its request for reimbursement a duplicate of each of the foregoing time tickets and such other substantiation of costs reimbursable hereunder as the Owner may require. If overtime, extra shifts, Saturday, Sunday or holiday work is performed in part pursuant to Subparagraph 8.3.3. and in part pursuant to this Subparagraph 8.3.4.3., the provisions of this Subparagraph 8.3.4.3. calling for payments by the Owner on account thereof shall only apply to such work performed pursuant to this Subparagraph 8.3.4.3.

8.4. TEMPORARY SUSPENSION OF WORK. The Owner shall have the authority to suspend the Work, in whole or in part, for such periods and such reasons as it may deem necessary or desirable, in its sole discretion including, without limitation: (a) unsuitable weather; (b) other conditions considered unfavorable for the suitable prosecution of the Work; (c) special events; and/or (d) other conditions considered adverse to the best interests of the Owner. Any such suspension shall be in writing to the Contractor. The Contractor shall immediately obey such orders of the Owner and shall not resume the Work until so ordered in writing by the Owner. No such temporary suspension of the Work, for periods of time up to thirty (30) consecutive days, shall be the basis of a claim by the Contractor for any increase in the Contract Sum or for any other damages, losses, costs or expenses whatsoever, all of which claims the Contractor hereby expressly waives. The Contractor shall be entitled to an extension of the Contract Time not to exceed the length of time that the Work was suspended provided the claim is submitted in accordance with Paragraph 13.1. and the suspension is not due to an act or omission of the Contractor, any Subcontractor or Sub-subcontractor.

## **Article 9 PAYMENTS AND COMPLETION**

### **9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.**

9.1.1. The "Payment Application Date" shall be that day of each calendar month designated in the Agreement when the Contractor shall deliver the "Application for Payment," as hereinafter defined, to the Owner.

9.1.2. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the Owner in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor

thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.

9.1.3. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the Owner, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Job Site; or (b) the tender of payment of the applicable Application for Payment by the Owner to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the Owner as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.

## 9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

9.2.1. If the Contractor has submitted an Application for Payment in the manner prescribed in the Contract Documents, the Owner shall, with reasonable promptness, approve the same (or such portions thereof covering amounts it determines to be properly due) or shall state in writing its reasons for withholding its approval (whether of all or a part).

9.2.2. The Owner's approval of an Application for Payment shall not constitute a representation by the Owner that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Payment by the Owner be deemed a representation by the Owner: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Job Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.

9.2.3. No approval of an Application for Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Payment by the Owner, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.

9.2.4. Subject to the Owner's rights to offset or withhold as set forth in these General Conditions, after the Owner has approved an Application for Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Contract Documents.

## 9.3. PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK.

9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.

9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall

cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.

#### 9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

9.4.1. At such time as the Contractor deems the Work to be Substantially Complete, the Contractor shall so notify the Owner and prepare and submit to the Owner a list of items to be completed and/or corrected and its final bill, including itemized projected amounts for any portions of the Work not yet completed. The failure to include any items on such list shall not alter the responsibility of the Contractor to complete and/or correct the Work in accordance with the Contract Documents. When the Owner, on the basis of an inspection, confirms the notification from the Contractor that the Work is Substantially Completed or, without being notified by the Contractor, determines that the Work is Substantially Completed, it shall prepare and deliver to the Contractor a Certificate of Substantial Completion which may state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance and it shall, within twenty (20) days from the date of the Certificate of Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, which sets forth those items determined by the Owner to require completion or correction, as applicable, and fix the time within which the Contractor shall complete or correct the items listed and complete all obligations required by the Contract Documents and submit to the Owner all documents and other matters required by the Contract Documents to be submitted by the Contractor upon completion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs, claims or fees for any outstanding Change Orders, or any other matter which the Contractor has not previously waived pursuant to the General Conditions, and itemized projections for any incomplete Work), and the Contractor shall be deemed conclusively to have waived the right to payment of any such item, fee or cost of any kind not billed to the Owner within thirty (30) days of delivery to the Contractor of the Certificate of Substantial Completion. The issuance of the Certificate of Substantial Completion shall not constitute a waiver of any rights of the Owner, including without limitation the right to those retainages permitted by the Contract Documents. If the Contractor does not complete and/or correct the items listed in the Punch List within the time fixed therein, the Owner shall have the right to accomplish the same and offset all costs thereof against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner. The Owner's decision as to the Date of Substantial Completion shall be final and binding.

9.4.2. Within a reasonable time following the Owner's receipt of written notification from the Contractor that the Work is ready for final inspection and acceptance and that the Contractor has completed all items set forth on the Punch List, including, delivery of the final Application for Payment, the Owner shall make such inspection and, when the Work is found to be acceptable under the Contract Documents and the Contract fully performed, shall certify completion of the Punch List, including approval of the final Application for Payment; provided, however, Owner shall not be required to certify completion of the Punch List and, therefore, neither final payment nor any retainage shall become due, until the Contractor submits to the Owner: (a) an affidavit, in a form approved by the Owner, that all payrolls, bills for materials and equipment and other indebtednesses connected with the Work for which the Owner or its property might in any way be responsible have been paid in full or otherwise satisfied; (b) consent of sureties, if any, to final payment; (c) all Contract Documents (except one set thereof to be retained by the Contractor), including, without limitation, a completed set of as-builts and record documents (as defined in and to the extent required by the Specifications); (d) such other data as the Owner may require establishing payment or satisfaction of all obligations of the Contractor in connection with the Work including, without limitation, receipt of final satisfaction and releases and waivers of lien and releases of any and all claims by the Contractor, Subcontractors and Sub-subcontractors, conforming in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto) and evidencing performance of the Work in accordance with the Contract Documents; (e) a release of the Owner and its insurers from and against any claims under the insurance required to be provided by the Owner hereunder (except to the extent of any claims theretofore timely filed which are owing but unpaid) and a release of the Owner from and against any claims between the Contractor and a separate contractor; (f) any governmental certificates required by the Contract Documents or otherwise to evidence compliance of the Contractor and the Work with applicable laws, ordinances, rules, codes, regulations and the Contract Documents; and (g) warranties, guarantees, assignments thereof, and maintenance or other manuals, required by the Specifications in the forms approved by the Owner, in favor of the Owner and such other persons as the Owner may direct (notwithstanding the foregoing, by execution of the Agreement, the Contractor

shall be deemed to have guaranteed to the Owner the matters contained in the attached form of guarantee incorporated by reference into the Agreement); and (h) a fully and properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.

9.4.3. The making of final payment shall not constitute a waiver of any claims or rights by the Owner.

9.4.4. The acceptance of final payment shall constitute a waiver of all claims by the Contractor and shall constitute a general release of the Owner, the Owner's Representative and the Architect/Engineer by the Contractor.

9.4.5. If any Subcontractor or Sub-subcontractor refuses to furnish any release, satisfaction or waiver of lien required at any time by the Owner under Paragraphs 9.1., 9.3. or 9.4., or files a claim of lien against the Owner's property, the Contractor shall, if requested by the Owner and at the Contractor's expense, furnish a bond (separate and apart from any other bond provided by the Contractor hereunder) satisfactory to the Owner to exempt the Owner and its property from and against any such lien. The Contractor authorizes the Owner, and shall cause its Subcontractors and Sub-subcontractors to authorize the Owner, to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner's property, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse the Owner on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

#### 9.5. BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.

9.5.1. The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project or equipment at any time prior to completion of the Work upon two (2) days written notice to the Contractor (referred to herein as "Beneficial Occupancy"). The Owner shall use its best efforts to prevent such occupancy from interfering with the performance of the remaining Work; provided, however, that the Owner shall not be liable for any delays or additional costs of any nature caused by such occupancy.

9.5.2. Beneficial Occupancy shall not constitute acceptance by the Owner or the Owner's Representative of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed to be the equivalent of completion of the Work, shall not relieve the Contractor from its obligation to complete the Punch List, and shall not entitle the Contractor to any increase in the Contract Sum.

9.5.3. Anything in this Paragraph 9.5. to the contrary notwithstanding, the Owner may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and shall prepare and deliver to the Contractor a Certificate of Partial Substantial Completion for such portion of the Work. The Owner shall, within twenty (20) days from the date of the Certificate of Partial Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, and, upon the Contractor's timely completion or correction of the items on the Punch List and the Owner's approval thereof, accept that portion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List, shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The provisions of Paragraph 9.4., except as they relate to the Contractor's obligations to complete or correct the Work in accordance with the Contract Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.

### **Article 10** **PROTECTION OF PERSONS AND PROPERTY**

#### 10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.

10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-

substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

10.1.2. All Work, whether performed by the Contractor, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

10.1.3. The Contractor shall designate a responsible member of its organization at the Job Site as the Project Safety Officer, whose duties it shall be to enforce the Contractor's safety and anti-substance abuse programs, to assure compliance with Subparagraph 10.1.2 and to prevent accidents. This person shall be the Contractor's Project Manager unless otherwise designated in writing by the Contractor and approved by the Owner. The Contractor shall further cause each of its Subcontractors and Sub-subcontractors to designate a responsible supervisory representative to assist the Contractor's Project Safety Officer Representative in the performance of his or her duties as aforesaid.

10.1.4. Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

10.1.5. The Contractor shall provide to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.

10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

10.1.7 The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

## 10.2. PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS.

10.2.1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards. The Owner may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal security program. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities.

10.2.2. Until final acceptance of the Work by the Owner pursuant to Paragraph 9.4. (unless and to the extent otherwise set forth in a Certificate of Substantial Completion), the Contractor shall have full and complete charge and care of and, except as otherwise provided in this Subparagraph 10.2.2., shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever. The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration: (a) is directly due to errors in the Contract Documents which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence; (b) is caused by the Owner (unless (i) the Contractor has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (ii) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (iii) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder); or (c) is caused by a hazard against which the Owner is required to insure under the provisions of Article 11 hereof; provided, however, that if the loss, injury or damage would not have occurred but for the negligent act or omission of the Contractor, any of its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the rebuilding, repair or restoration shall be at the Contractor's cost and expense to the extent of the deductible on said insurance.

10.3.SURFACE OR SUBSURFACE WATER. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be submitted to the Owner for its prior written approval. All such work shall be done at the sole expense of the Contractor.

10.4.EMERGENCIES. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss or to remedy said violation, whichever is applicable, failing which the Owner may immediately take whatever action it deems necessary, including, but not limited to, suspending the Work as provided in Paragraph 8.4. Any failure by the Contractor to so act or so remedy a violation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure to act or remedy a violation, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in Article 13.

10.5.CLEANUP. The Contractor shall at all times keep the Job Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by his performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Job Site and the Project. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the Job Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the

Owner in undertaking such action against any sums then or thereafter due to the Contractor. The Contractor shall notify the Owner in advance of the generation, importation, storage, transportation or disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project.

10.6.OWNER'S STANDARDS. The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

## Article 11 INSURANCE

11.1. COMMERCIAL INSURANCE/INDEMNIFICATION. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of **\$1,000,000** per occurrence;
- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of **\$1,000,000** per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of **\$1,000,000** per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least **\$1,000,000** per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.

Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

- A. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner 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:**

TLC DIVERSIFIED, INC.  
2719 17th Street East  
Palmetto, FL 34221 (hereinafter "Contractor")

**SURETY:**

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

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

**CONTRACT:**

Date: May 23, 2025  
Contract No. C006739  
Project: LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS

Legal Description or Street Address of Project: 3111 World Drive, Orlando, Florida 32836.

Contract Sum: EIGHT MILLION, NINE HUNDRED FORTY-NINE THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$8,949,000.00) (hereinafter "Contract")

**BOND:**

Date: May 23, 2025  
Amount: EIGHT MILLION, NINE HUNDRED FORTY-NINE THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$8,949,000.00) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, to pay for labor, material, services, utilities, equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor promptly makes full payment to all Claimants, as hereinafter defined, for all labor, material, services, utilities and equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of

the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.

4. The Surety and the Contractor further agree that this bond shall inure to the benefit of, and may be sued directly upon by, any Claimant furnishing labor, materials, services, utilities or equipment or any other item for which a construction lien could be claimed if Ch. 713, Florida Statutes applied to this Project.
5. "Claimant" shall mean for purposes hereof all persons, firms, partnerships, corporations or other entities that would be entitled to claim a construction lien if Ch. 713, Florida Statutes applied to this Project.
6. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
7. The sum of this Payment Bond is in addition to the sum of the Performance Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

**CONTRACTOR:**  
TLC DIVERSIFIED, INC.

**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:**

TLC DIVERSIFIED, INC.  
2719 17th Street East  
Palmetto, FL 34221 (hereinafter "Contractor")

**SURETY:**

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

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

\_\_\_\_\_

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

**CONTRACT:**

Date: May 23, 2025  
Contract No. C006739  
Project: LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS

Legal Description or Street Address of Project: 3111 World Drive, Orlando, Florida 32836.

Contract Sum: EIGHT MILLION, NINE HUNDRED FORTY-NINE THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$8,949,000.00) (hereinafter "Contract")

**BOND:**

Date: May 23, 2025  
Amount: EIGHT MILLION, NINE HUNDRED FORTY-NINE THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$8,949,000.00) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, for the performance of the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor fully performs the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety further agrees that whenever the Contractor shall be, and is declared by Owner to be, in default under or in breach of the Contract (which shall include without limitation any breach by the Contractor of any of the provisions of the Contract) the Surety shall promptly remedy the default or breach and undertake to perform and complete the Contract in accordance with its terms and

conditions. The Surety's obligations include, but are not limited to, (i) the responsibilities of the Contractor for correction of defective work, completion of the Contract and fulfillment of warranty obligations, (ii) additional legal, design professional and delay costs resulting from the Contractor's default or breach or from the Surety's failure to act as required under this paragraph, and (iii) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or the Surety. The Surety shall fully indemnify and hold harmless the Owner from all costs, damages, and expenses (including attorneys' fees), which the Owner may incur as a result of the Surety's failure to act as required under this paragraph.

4. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.
5. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
6. The sum of this Performance Bond is in addition to the sum of the Payment Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

**CONTRACTOR:**  
TLC DIVERSIFIED, INC.

**SURETY:**

[SEAL]

[SEAL]

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

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

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

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

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT<sup>[P]<sub>SEP</sub></sup>  
CONSENT OF SURETY FOR PARTIAL PAYMENT APPLICATION**

(Date) \_\_\_\_\_

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
P.O. Box 690519<sup>[P]<sub>SEP</sub></sup>  
Orlando, Florida 32869

Re: Consent of Surety  
Bond # \_\_\_\_\_  
Contract # C006739  
Payment Req. No.: \_\_\_\_\_

Dear Sir or Madam:

\_\_\_\_\_ (Surety) hereby consents to the payment of the amount of moneys due to \_\_\_\_\_ (Prime Contractor), by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT for which the necessary duly executed affidavits/releases of liens have not been provided.

This Consent of Surety is executed in lieu of the appropriated Affidavit and Release of Lien from \_\_\_\_\_ (Subcontractor/s - Supplier/s list if necessary) which the District's Prime Contractor has not submitted with its Partial Payment Application. The Surety executes this Consent for the amount of \_\_\_\_\_, encompassing Work and/or labor performed, the provision of materials, equipment, and supplies through the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, except for any applicable retainage.

\_\_\_\_\_ (Surety) further acknowledges that payment by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT shall not be construed as a waiver of any of the District's rights or those of any other named Obligor under the Payment and Performance Bonds; nor a determination by the District or those of any other named Obligor as to the merits of any controversy or dispute between the Prime Contractor and a Subcontractor/Supplier.

Sincerely,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Attorney-in-Fact

**Note: Documentation must be provided that reflects the Attorney-in-Fact's authority to sign for the Surety.**

### DUAL OBLIGEE RIDER

To be attached to and form a part of contract payment bond number \_\_\_\_\_ issued by  
\_\_\_\_\_ (Surety) On behalf of \_\_\_\_\_ (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: **TLC Diversified, Inc.**

By \_\_\_\_\_

**Surety**

By \_\_\_\_\_

## CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: TLC DIVERSIFIED, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No.: C006739, dated May 23, 2025, for LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS.
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: **TLC Diversified, Inc.**

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

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

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



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

Page 2 of 2

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

From: TLC DIVERSIFIED, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006739, dated May 23, 2025, between CENTRAL FLORIDA TOURISM DISTRICT and TLC DIVERSIFIED, INC.

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

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

Please initial: \_\_\_\_\_  
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: C006739

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

PROJECT: **LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS**

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

CONTRACTOR: TLC DIVERSIFIED, INC.

ATTACHMENTS:

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

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

The following is applicable to this Directive as marked:

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

Approved:

Recommended for Approval:

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

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

Accepted:

\_\_\_\_\_  
Contractor: TLC Diversified, Inc.      Date

Copy: Contract File

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

Owner's Project Manager: Craig Sandt

PROJECT: LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS

CONTRACTOR: TLC Diversified, Inc.  
2719 17th Street East  
Palmetto, FL 34221

CONTRACT NO. C006739

CHANGE ORDER NO.

DATE: «Change Order Date»

---

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
CHANGE ORDER

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

1.	Original Contract Sum	<u>\$8,949,000.00</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  
**TLC DIVERSIFIED, INC.**

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

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

Print Name: S.C. Kopelousos

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

Title: District Administrator

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

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

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

CONTRACT NUMBER: C006739  
CHANGE ORDER NO. « Change Order\_Number»  
Page 2

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EXHIBIT A

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

Sample

Please initial:

\_\_\_\_\_  
Contractor

PROJECT: LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS

CONTRACT NUMBER: C006739

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>\$8,949,000.00</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. C006739 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 its knowledge, there are no outstanding claims against Contractor, its Subcontractors or Sub-subcontractors, by Separate Contractors or their Subcontractors or Sub-

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

*Closeout Change Order*

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:  
**TLC DIVERSIFIED, INC.**

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

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

Print Name: S.C. Kopelousos

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

Title: District Administrator

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

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

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

CONTRACTOR: TLC Diversified, Inc.  
CONTRACT NUMBER: C006739  
CHANGE ORDER NO. (Insert C.O. Number)

---

GENERAL RELEASE

Attachment A

CONTRACT NO. C006739

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, TLC DIVERSIFIED, INC., the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated May 23, 2025, Contract No. C006739, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and TLC DIVERSIFIED, INC. and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

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

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

Attested on this date \_\_\_\_\_.

\_\_\_\_\_  
TLC Diversified, Inc.

(Contractor)

\_\_\_\_\_  
Signature

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

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



CONTRACTOR: TLC Diversified, Inc.  
CONTRACT NUMBER: C006739  
CHANGE ORDER NO. (Insert C.O. Number)

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CONTRACTOR'S AFFIDAVIT

Attachment B  
Page 1

From: TLC DIVERSIFIED, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. C006739, dated May 23, 2025, for the LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS 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.

\_\_\_\_\_  
TLC Diversified, Inc.  
(Contractor)

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

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

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

CONTRACTOR: TLC Diversified, Inc.  
CONTRACT NUMBER: C006739  
CHANGE ORDER NO. (Insert C.O. Number)

---

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment B  
Page 2

Date: (Insert Date)

From: TLC DIVERSIFIED, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006739, dated May 23, 2025, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and TLC DIVERSIFIED, INC.

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

NAME

AMOUNT DUE AND OWING

OTHER

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

CONTRACTOR: TLC Diversified, Inc.  
CONTRACT NUMBER: C006739  
CHANGE ORDER NO. (Insert C.O. Number)

---

Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: TLC Diversified, Inc.

CONTRACT NO. C006739

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: TLC Diversified, Inc.  
CONTRACT NUMBER: C006739  
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: C006739

Project: LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS

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.

\_\_\_\_\_  
TLC Diversified, Inc.  
(Contractor)

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

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

Local Representative to be contacted for service:

Contractor: (TLC Diversified, Inc.)

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

Address: 2719 17th Street East  
Palmetto, FL 34221

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. C006739, dated May 23, 2025, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS 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: TLC Diversified, Inc.  
CONTRACT NUMBER: C006739  
CHANGE ORDER NO. (Insert C.O. Number)

---

Attachment F

### CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006739  
PROJECT: LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS  
CONTRACTOR: TLC DIVERSIFIED, INC.  
DATE: \_\_\_\_\_

Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, this is to certify that the Work under the above referenced Contract has been substantially completed on \_\_\_\_\_ (Insert date of substantial completion) (the "date of substantial completion") and a Punch List shall be issued within twenty (20) days.

Commencing on the day following the date of substantial completion, the Owner shall have responsibility for maintenance of the Project, utilities serving the Project and casualty insurance covering the Project; provided, however, that nothing herein contained shall relieve Contractor of its responsibilities under Article 11 of the General Conditions of the Contract for Construction during the period following the date of substantial completion of the Work and final completion (or thereafter with respect to Section 11.1.F of said General Conditions).

As provided in Section 9.4.1 of the General Conditions of the Contract for Construction, this Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs and/or fees for any outstanding Revision Orders and itemized projections for any incomplete Work), and the Contractor shall conclusively be deemed to have waived the right to payment of any item or fee or cost not billed within thirty (30) days of Contractor's receipt hereof. The issuance of this Certificate of Substantial Completion shall not constitute a waiver of any right of the Owner hereunder including, without limitation, the right to those retainages permitted by the Contract Documents.

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

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

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

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

CONTRACT NO.: C006739

PROJECT: LIFT STATION #7 REHABILITATION & UPGRADE IMPROVEMENTS

CONTRACTOR: TLC DIVERSIFIED, INC.

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

1. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Owner has determined that the following items related to the Work require completion and/or correction:

SEE ATTACHED LIST (\_\_\_\_pages), dated \_\_\_\_\_, 20\_\_

2. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Contractor shall submit to the Owner all items required by Section 9.4.2 of the General Conditions of the Contract for Construction, including, without limitation, the following items. All such items shall be delivered to the Owner and the Owner must approve all such items before the Contractor is entitled to receive payment from the Owner.

- (i) Application for Payment;
- (ii) As-Built Drawings; and
- (iii) Retainage Reduction Change Order including all Exhibits attached thereto and all Waivers of Claim. **NOTE: THIS PROVISION WILL BE INCLUDED ONLY WHEN THE OWNER WILL RELEASE RETAINAGE.**

The items referenced in paragraph 1, above, shall be accomplished on or before \_\_\_\_\_ (insert completion date). In the event Contractor does not complete and/or correct such items set forth above within the time set forth above, then, in accordance with the provisions of Section 14.3 of the General Conditions of the Contract for Construction, the Owner shall have the right to complete and/or correct such items or to cause the same to be completed and/or corrected by others, and Owner shall have the right to offset such costs against any amounts then or thereafter due the Contractor. If the amounts then or thereafter are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

\_\_\_\_\_  
Owner's Representative

## 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: Magic Kingdom Lift Station #7 Rehabilitation and Upgrade Improvements Bid Issue  
Dated: 10/27/24 Revised April 30, 2025

### **DRAWINGS:**

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

### **LIST OF DRAWINGS / MATERIALS:**

DRAWING NO.	DRAWING TITLE	ISSUE DATE	EOR
<b>Lift Station #7 (MK) Rehabilitation &amp; Upgrade Improvements 100% Design Drawings</b>			
WLDV10001	Cover & Project Location	10/2024	T. Morgan
WLDV10002	List of Drawings and Revision Status	10/2024	T. Morgan
WLDV10003	Notes, Specifications	10/2024	T. Morgan
WLDV10004	Abbreviations	10/2024	T. Morgan
WDLC10001	Existing Site Plan	10/2024	T. Morgan
WDLC10101	Demolition Site Plan	10/2024	T. Morgan
WDLC10201	Temporary Bypassing Plan	10/2024	T. Morgan
WDLC10202	Proposed Site Plan	10/2024	T. Morgan
WDLC10301	Sections and Details	10/2024	T. Morgan
WLDM10101	Demolition Lift Station Plans	10/2024	T. Morgan
WLDM10102	Demolition Lift Station Section	10/2024	T. Morgan
WLDM10201	Proposed Lift Station Plans	10/2024	T. Morgan
WLDM10301	Proposed Lift Station Section	10/2024	T. Morgan
WLDM10401	Proposed Odor Control Piping	10/2024	T. Morgan
WLDM10501	Proposed Odor Control Equipment	10/2024	T. Morgan
WLDM10601	Details	10/2024	T. Morgan
WLDS10101	Structural General Notes, Abbreviations, Symbols and Legend	10/2024	J. Sobczak
WLDS10201	Lift Station Plans	10/2024	J. Sobczak
WLDS10301	Lift Station Sections and Details	10/2024	J. Sobczak
WLDI10101	Legend and Symbols	10/2024	D. Caldwell
WLDI50001	Network Architecture Diagram	10/2024	D. Caldwell
WLDI50101	Lift Station 7 P&ID	10/2024	D. Caldwell
WLDI50201	Lift Station 7 Diesel Pump P&ID	10/2024	D. Caldwell



WLDI80101	Details	10/2024	D. Caldwell
WLDE10001	Demolition Site Plan	10/2024	D. Schmidt
WLDE10101	Proposed Site Plan	10/2024	D. Schmidt
WLDE30001	Enlarged Site Plan	10/2024	D. Schmidt
WLDE30101	Enlarged Power System Plan	10/2024	D. Schmidt
WLDE80001	Power Single Line Diagrams	10/2024	D. Schmidt
WLDE80101	Control Wire Single Line Diagrams	10/2024	D. Schmidt
WLDE90001	Details	10/2024	D. Schmidt

### **SPECIFICATIONS:**

The following list of specifications is applicable to the foregoing.

SECTION NO.	SECTION TITLE	ISSUE DATE
<b>DIVISION 01 – GENERAL REQUIREMENTS</b>		
01 11 00	Summary of Work	10/2024
01 14 00	Coordination with Owner's Operations	10/2024
01 20 00	Measurement and Payment <del>DELETED - REVISED VERSION NOT IN SPEC BOOK</del>	02/2025
01 21 00	Allowances <del>ATTACHED TO BID</del>	10/2024
01 23 00	Alternates	10/2024
01 25 00	Substitutions and Product Options	10/2024
01 29 73	Schedule of Values	10/2024
01 31 13	Project Coordination	10/2024
01 31 13.10	Contact Time, Sequencing and Timing of Work <del>HEADER: Construction Progress Schedule</del>	10/2024
01 31 19	Progress Meetings	10/2024
01 31 26	Electronic Document Processing Service	10/2024
01 32 13	Schedule of Work	10/2024
01 32 16	Construction Schedule	10/2024
01 33 00	Submittal Procedures	10/2024
01 33 23	Shop Drawings, Product Data and Samples	10/2024
01 35 23 CFTCD Project Specific Safety Plan Requirements		
01 41 00	Regulatory Requirements	10/2024
01 42 00	References	10/2024
02 32 00	Soils Investigation <del>IN DIVISION 2</del>	10/2024
01 44 00	Quality Assurance and Quality Control	10/2024
01 45 23	Testing and Inspecting Services	10/2024
01 50 00	Temporary Construction Facilities	10/2024
01 57 00	Erosion Control and Dewatering	10/2024
01 57 00A	SFWMD Dewatering Permit Notification	10/2024
01 57 40	Temporary Pumping Systems	10/2024
01 61 00	Product Requirements and Options	10/2024

01 64 00	Owner-Furnished Products	10-2024
01 64 13	Owner-Purchased Products	10/2024
01 64 13A	Exhibit A ODP Purchase Order Procedures	10/2024
01 64 13B	Exhibit B Attachment "1" Contractor's Invoice Affirmation Letter	10/2024
01 64 13C	Exhibit C Attachment "2" Owner's Representative Invoice Affirmation Letter	10/2024
01 66 00	Product Handling and Protections	10/2024
01 70 00	Project Closeout	10/2024
01 71 23	Field Engineering	10/2024
01 73 00	Execution	10/2024
01 73 29	Cutting and Patching	10/2024
01 74 00	Cleaning	07/31/2024 10/2024
01 75 00	Starting and Adjusting	10/2024
01 75 13	Checkout and Startup Procedures	10/2024
01 78 23	Operation and Maintenance Data	10/2024
01 78 39	Project Record Documents	10/2024
01 78 43	Spare Parts and Extra Materials	10/2024
01 91 13	General Commissioning Requirements	10/2024

DIVISION 02 – EXISTING CONDITIONS		
02 32 00	Soils Investigation	
02 41 00	Demolition Site Demolition	10/2024
DIVISION 03 – CONCRETE		
03 10 00	Concrete Formwork	10/2024
03 20 00	Concrete Reinforcement	10/2024
03 30 00	Cast in Place Concrete	10/2024
03 35 00	Concrete Finishes	10/2024
03 60 00	Grout	10/2024
03 74 00	Modifications and Repair to Concrete	10/2024
DIVISION 05 – METALS		
05 50 00	Miscellaneous Metals	10/2024
05 05 13	Galvanizing	10/2024
DIVISION 09 – FINISHES		
09 90 10	Painting and Coating	10/2024
DIVISION 26 – ELECTRICAL		
26 05 00	Common Work Results for Electrical Basic Electrical Requirements	10/2024
26 05 19	Low-Voltage Electrical Power Conductors and Cables	10/2024
26 05 26	Grounding and Bonding for Electrical Systems	10/2024
26 05 29	Hangers and Supports for Electrical Systems	10/2024
26 05 33	Raceway and Boxes for Electrical Systems	10/2024
26 05 33.13	Conduit for Electrical Systems	10/2024
26 05 33.16	Boxes for Electrical Systems	10/2024

26 05 53	Identification for Electrical Systems	10/2024
<del>26 05 60</del>	<del>Low Voltage Electrical Motors</del>	<del>10/2024</del>
<b>26 09 16</b>	<b>Electric Controls and Relays</b>	<b>10/2024</b>
<b>26 24 16</b>	<b>Panelboards</b> SPECS IN SECTION 46	<b>03/2025</b>
26 27 26	Wiring Devices	10/2024
<del>26 28 16</del>	<del>Enclosed Switches and Circuit Boards</del>	<del>10/2024</del>
<b>26 28 16.16</b>	<b>Enclosed Switches</b>	<b>10/2024</b>
<b>26 29 13.13</b>	<b>FV Starters</b> Full Voltage Enclosed Motor Starters SPECS IN SECTION 46	<b>03/2025</b>
<b>26 29 13.16</b>	<b>RV Soft Starters</b> Reduced Voltage Enclosed Motor Starters SPECS IN SECTION 46	<b>03/2025</b>
<b>DIVISION 31 – EARTHWORK</b>		
<del>31 00 01</del>	Earthwork	10/2024
31 10 00	Clearing, Grubbing, and Site Preparation	10/2024
31 23 00	Excavation and Backfill for Utilities	10/2024
<b>DIVISION 32 – EXTERIOR IMPROVEMENTS</b>		
32 12 00	Asphalt Concrete Pavement	<del>10/2024</del> 04/30/2024
32 90 00	Final Grading and Landscaping	10/2024
32 92 00	Sodding	10/2024
<b>DIVISION 40 – PROCESS INTERCONNECTIONS</b>		
40 05 00	Basic Mechanical Requirements	10/2024
40 05 07	Pipe Supports	10/2024
40 05 19	Ductile Iron Pipe	<del>10/2024</del> 04/30/2024
40 05 36.13	<del>FRP Ductwork for Odor Control</del> Fiberglass-Reinforced Plastic Pipe and Ductwork	<del>10/2024</del> 04/30/2024
40 05 51	Valves, General	10/2024
40 05 61	Gate Valves (Including Knife Gate Valves)	<del>10/2024</del> 04/30/2024
40 05 62	Eccentric Plug Valves	10/2024
<del>40 05 63 Ball Valves</del>		
<b>40 05 58</b>	<b>Gate Operators and Electric Gate Actuators</b>	<b>10/2024</b>
<b>40 05 59.23</b>	<b>Fabricated Stainless-Steel Slide Gates</b> NOT INCLUDED IN SPEC BOOK, ATTACHED SEPARATELY TO BID	<b>03/2025</b>
40 05 65.23	Check Valves	10/2024
<b>40 05 97</b>	<b>Piping and Equipment Identification Systems</b>	<b>03/2025</b>
<b>40 06 20</b>	<b>Process Pipe, Valve, and Gate Schedules</b>	<b>10/2024</b>
40 61 00	Instrumentation and Controls Programming Requirements	10/2024
<b>DIVISION 43 – PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT</b>		
<b>43 20 00</b>	<b>Pumps – General</b>	<b>10/2024</b>
43 23 19	<del>Horizontal</del> Centrifugal Chopper Pumps	10/2024
43 25 13	Submersible Solids-Handling Pumps	10/2024
43 27 00	Diesel Backup Pump	10/2024
<b>43 41 46</b>	<b>Fuel Storage and Remote Fill Station</b>	<b>10/2024</b>
<b>DIVISION 44 – POLLUTION AND WASTE CONTROL EQUIPMENT</b>		
44 31 25	Packaged Hybrid Biofilter Odor Control System	<del>10/2024</del> 04/30/2024

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT		
46 00 00	Equipment General Provisions	10/2024
<b>46 41 23</b>	Submersible Mixers	10/2024
END OF SECTION 00 01 15		

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.5

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Board Meeting Date: 05/23/2025

**Subject:** Project S Electric Construction Service

**Presented By:** Chris Ferraro, Director, Reedy Creek Energy Services

**Department:** Utility Services

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.5 establishing the budget for the Project S Electric Construction Service project in the amount of \$2,950,000, authorizing the District Administrator to issue a task work order under Continuing Services Agreement #C006797 with Maddox Electric Company, LLC in the amount of \$1,184,382 plus 10% contingency for a total amount of \$1,302,820, and approving the allowance for RCES design/support services fees not-to-exceed \$350,000

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**RELEVANT STRATEGIC GOALS:** Quality of Place

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**PROOF OF PUBLICATION:** N/A

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### **BACKGROUND:**

In May 2023, Reedy Creek Energy Services (RCES) received an initial utility service request (USR) for Project S. The USR included requests for electric, domestic (potable) water, sanitary sewer (wastewater), reclaimed water, natural gas, and solid waste services. Updated/revised requests were subsequently submitted to provide additional information necessary to respond to the USR.

In May 2024, the District responded to the USR, designated #17225, providing details for each utility service requested regarding the ability to provide service, the conditions for service, and the requirements for any contribution-in-aid-of-construction (CIAC) from the customer. To provide the requested electric utility service, the District needs to design and construct extensions to existing facilities.

In August 2024, the Board approved an agreement for outside professional engineering services to prepare the detailed design and aid during the project's bidding and construction phases. Design/support services fees were also approved for RCES to provide oversight through the design phase of the project.

### **FINDINGS AND CONCLUSIONS:**

The District entered into a Continuing Services Agreement (C006797) with Maddox Electric Company, LLC in March 2025 to provide electrical contracting services on an individual task work order basis.

Maddox Electric Company, LLC is also serving as the electrical sub-contractor for the customer developing the site and as a result can incorporate the District's work into their schedule without impacting the customer or complicating the coordination of activities on the site by adding another contractor. They have provided a proposal based on the design plans prepared by the outside professional engineering services.

The Utilities Division is requesting approval to establish the budget for the Project S Electric Construction Service project in the amount of \$2,950,000, to authorize the District Administrator to execute a task work order under Continuing Services Agreement C006797 with Maddox Electric Company, LLC in the amount of \$1,184,382 plus 10% contingency for a total amount of \$1,302,820, and to approve the allowance for RCES design/support services fees not-to-exceed \$350,000.

**FISCAL IMPACT:**

Funding will be from CFTOD Series 2018-1 & 2021-1 Utility Revenue Bonds (Non-Taxable).

**PROCUREMENT REVIEW:**

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

**LEGAL REVIEW:**

The agreement has been reviewed and approved for form and legality by the District Attorney.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- Maddox Electric Company, LLC – Task Work Order

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## TASK WORK ORDER



CONTRACT# C006797

WORK ORDER NUMBER # 1

EFFECTIVE DATE: 05/23/2025

Contracting Officer  
Approval/Initials

**Project Title:**

Project Sparrow - Electric Construction Services

To: Maddox Electric  
1555 Dopey Drive  
Lake Buena Vista, FL 32830

Attn: John Casale

FUNDING SOURCE: CFTOD Series 2018-1 & 2021-1 Utility Revenue Bonds

EXPENDITURE  
ACCOUNT NUMBER(s):

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 \$ 1,184,382.00.

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Representative

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Department Director or Designee

**Submit completed form to Contracting Officer**





**March 28, 2025**

**Reedy Creek Energy Services**  
Lake Buena Vista, FL 32830

Attn: Dan

Proposal #: 46-2

Project Proposal: Construction Package No. 8877586 Project Sparrow

We are pleased to provide our Electrical Proposal for the construction of the above-mentioned project. Our proposal is based on the following clarifications, any changes to the scope below will incur additional or deductive costs.

- 1.) This quote excludes any price increases due to material product cost increase impact resulting from future tariffs on any products imported into the United States.
- 2.) All work is performed during 1<sup>st</sup> No Holiday Pay or overtime is included
- 3.) All work to be performed per drawings.
- 4.) Installation of customer supplied Cable
- 5.) Installation of customer supplied transformers
- 6.) Installation of Scada Panels (Prewired and Supplied by Owner)
- 7.) Excavate and install duct bank by the pond area as shown.
- 8.) High voltage splicing, and terminations
- 9.) Dewatering for pond area and installation of Manholes
- 10.) Duct bank from T7485 to T7487 changed to Directional Drill
- 11.) Survey
- 12.) Does not include repairs of existing broken or damaged conduits.
- 13.) Payment Performance bond
- 14.) Pothole for locates at 32 locations for bore plan.
- 15.) Fiber as shown, Fiber Terminations includes OTDR Reports and 8 Belden boxes
- 16.) Dig permits as PER sunshine 811 will require 72 hours for approval from the time of submission
- 17.) Does not include hazardous waste or non-hazardous contaminated soil removal
- 18.) Does not include any standby time due to delays or suspension of operations by others.
- 19.) Underground Obstructions - Maddox Electric will arrange for all underground utility locates associated with the any underground activities covered by the Sunshine One Call service. Client will provide contact information for private property and all areas not covered by the state one-call service. If any improperly marked underground obstruction is encountered or damaged, cost of repair, if any, of the obstruction will not be the responsibility of Maddox Electric Company Inc.



- 20.) Our Bid is based on the inclusion of this scope document in its entirety into the subcontract agreement, should this project be awarded.
- 21.) Due to the instability in the commodities markets, if in the event that, during the performance of this proposal, the price of materials suffer an increase of 5% or more through no fault of Maddox Electric Company, Inc., the price of this quotation shall be equitably adjusted by an amount necessary to cover such price increases. Additionally, where the delivery of materials, components or goods required as part of this proposal are delayed through no fault of Maddox Electric Company, Inc. as a result of a shortage or unavailability of commodities, raw materials, components or products, Maddox Electric Company, Inc. shall not be liable for any additional costs or damages associated with such delays.

**See Attached Bid Breakdown.**

John Casale  
Project Manager  
Maddox Electric Co. Inc

5.2 For information purposes only, the Owner desires a breakdown of the Lump Sum Fixed Price. Each part of the breakdown shall be considered complete and shall include its respective portions of all direct and indirect costs such as trench safety, performance and payment bonds and all other costs as may be applicable, including overhead and profit. The breakdown is as follows:

Item No.	Unit (Cost Center)	TOTAL COST
1	Mobilization and Demobilization	\$105,718.00
2	General Conditions	\$78,349.00
3	Installation of Transformer Pad, Grounding, and Primary and Secondary conduits, bollards. T7481	\$33,543.00
4	Installation of Transformer Pad, Grounding, and Primary and Secondary conduits. T7483	\$25,620.00
5	Duct bank and manhole between T7483 & T7485	\$146,960.00
6	Directional drill between T7483 & T7485	\$57,610.00
7	Directional Drill between T7485 & T7487	\$34,231.00
8	Installation of Transformer Pad, Grounding, and Primary and Secondary conduits, bollards. T7487	\$32,831.00
9	Installation of Transformer Pad, Grounding, and Primary and Secondary conduits, bollards. T7485	\$37,293.00
10	Installation of Transformer Pad, Grounding, and Primary and Secondary conduits, bollards. T7492	\$29,942.00
11	Provide Fiber Optic Pull Boxes	\$17,233.00
12	Directional Drill between T7492 & T7490	\$101,299.00
13	Ductbank and manhole between T7492 & T7490	\$60,763.00
14	Installation of Transformer Pad, Grounding, and Primary and Secondary conduits, bollards. T7490	\$28,640.00
15	Directional drill between T7490 and existing manhole	\$68,997.00
16	Installation of Owner furnished SCADA Cabinets and associated conduit/cable work at main service yard	\$8529.00
17	Installation of Owner furnished SCADA Cabinets and associated conduit/cable work at T7490	\$8,144.00
18	Installation of Owner furnished SCADA Cabinets and associated conduit/cable work at T7481	\$8308.00
19	Installation of P748 and all ancillary work in area splices & Terms	\$36,742.00
20	Installation of Owner Furnished Cables (inclusive of contractor provided elbows)	\$146,824.00
21	Provide Fiber Optic Cable	\$14,098.00
22	Provide Fiber Optic Terminations OTDR reports	\$31,538.00
23	Double Silt Fence (1000 LF)	\$5,518.00
24	Survey	\$25,000.00

25	Dewatering	\$22,000.00
26	Bond	\$18,652.00
<b>Total Lump Sum (sum of items 1 through 23 inclusive)</b>		<b>\$1,184,382.00</b>

**EXHIBIT “B”  
SCHEDULE OF UNIT PRICES**

(Bidder shall complete the Schedule of Unit Prices, below, and submit this Exhibit “B” with the submission of its Bid)

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

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

<i><b>Item</b></i>	<i><b>Description</b></i>	<i><b>Unit Price</b></i>	<i><b>Unit of Measure</b></i>
1	1/C, 4/0AWG, 15kV, EPR Splice	<b>\$1610.00</b>	EA
2	200A Load Break Elbow, 4/0	<b>\$930.00</b>	EA
3	Pulling 3-1/C, 4/0AWG, 15kV	<b>\$15.00</b>	LF
4	6-Way 6” Duct Bank, Detail 8/CE200	<b>850.00</b>	EA
5	Transformer Pad C102	<b>\$4,000.00</b>	EA
6	Transformer Grounding	<b>750.00</b>	EA
7	Clean Fill Dirt, Installed	<b>150.00</b>	CY
8	Gravel, # 57 Granite	<b>350.00</b>	CY
9	Bollard (ECS C901)	<b>\$2,500.00</b>	EA
10	4” Direct Buried Conduit (600v DB no cap)	<b>90.00</b>	LF
11	6” Direct Buried Conduit (600v DB no cap)	<b>120.00</b>	LF
12	2-Way 6” Duct Bank. Detail 5/CE201	<b>500.00</b>	LF
13	2-Way 6” Duct Bank. Detail 7/CE202	<b>475.00</b>	LF
14	Fiber Optic Pull Box	<b>\$4392.00</b>	EA
15	600A T-OPII Elbow	<b>\$1600.00</b>	EA
16	Double Silt Fence	<b>\$5.39</b>	LF
17	2-4” Directional Drilled Conduits	<b>\$125.00</b>	LF
18	2-6” Directional Drilled Conduits	<b>\$150.00</b>	LF

End Schedule of Unit Price

# TIME/MATERIAL BILLING REPORT

Contractor: **MADDOX ELECTRIC COMPANY**

Customer: **Reedy Creek Energy Services**

Contractor Address: **710 Garden Commerce Parkway**

Project Name: **Project Sparrow**

Job Description: **T and M Pricing for Phase 2**



Date: **4/18/2025**

Contract Number: \_\_\_\_\_

Job Number: \_\_\_\_\_

Week Ending: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

CRAFT	REG HRS	OT HRS	2X HRS	ST RATE	OT RATE	2X RATE	REG HRS TOTAL	OT HRS TOTAL	2X HRS TOTAL	MATERIAL DESCRIPTION	QUANTITY	COST	TOTAL
Electrician General Foreman	1059.72	0		\$ 91.40	\$ 120.33	\$ 152.25	\$ 96,858.41	\$ -	\$ -		1	\$ 299,542.00	\$ 299,542.00
Cable Splicer	206	0		\$ 177.50	\$ 265.97	\$ 254.95	\$ 36,565.00	\$ -	\$ -			\$ -	\$ -
Electrician Foreman	0	0		\$ 82.79	\$ 113.40	\$ 136.97	\$ -	\$ -	\$ -			\$ -	\$ -
Electrician	3088.01	0		\$ 74.26	\$ 99.23	\$ 120.12	\$ 229,315.82	\$ -	\$ -			\$ -	\$ -
Electrician Apprentice	965	0		\$ 54.86	\$ 76.65	\$ 98.39	\$ 52,939.90	\$ -	\$ -			\$ -	\$ -
Operator	1378.57	0		\$ 91.40	\$ 120.33	\$ 152.25	\$ 126,001.30	\$ -	\$ -			\$ -	\$ -
Laborer Foreman				\$ 82.79	\$ 113.40	\$ 136.97	\$ -	\$ -	\$ -			\$ -	\$ -
Laborer				\$ 54.86	\$ 76.65	\$ 98.39	\$ -	\$ -	\$ -			\$ -	\$ -
TOTAL HOURS							6,697.30	0.00	0.00			\$ -	\$ -
TOTAL LABOR							\$ 541,680.23	\$ -	\$ -			\$ -	\$ -
SUBCONTRACTS			DESCRIPTION									\$ -	\$ -
subcontracts												\$ 192,100.00	\$ -
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# **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

## **BOARD OF SUPERVISORS REPORT 7.6**

**Board Meeting Date: 05/23/2025**

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**Subject:** Request Long-Term Financing for the District Utility Division's Capital Improvement Program

**Presented By:** Anthony Kasper, Senior Manager RCES

**Department:** Utility Division

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.6 for the Finance Department to pursue long-term financing to support infrastructure needs for the Utility Division's Capital Improvement Program in the amount of \$175,000,000

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**RELEVANT STRATEGIC GOALS:** Quality of Place

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**PROOF OF PUBLICATION:** N/A

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### **BACKGROUND:**

The Central Florida Tourism Oversight District owns eight (8) utility systems and is responsible for the reliable operation and expansion of the systems as required to connect new customers and increase utility sales. To ensure the continued reliable operation of the District's utilities, end-of-life assets and systems need to be replaced or rehabilitated. Additionally, utility system expansion requires a review of existing capacity and appropriate expansions to support increased demand and meet the District's redundancy standards.

Funding large infrastructure projects for utility systems without significantly increasing utility rates or debt service payments requires careful planning and utilization of various funding sources. Issuing utility revenue bonds allows local governments to raise capital upfront for infrastructure projects and pay back the debt over time, covering the debt service costs in annual utility rates.

Since 2015, the District has obtained more than \$186 million in bond proceeds, facilitating 57 projects completed or in-progress, including various utility system expansions and replacements of critical assets.

### **FINDINGS AND CONCLUSIONS:**

The District is requesting approval from the Board for the Finance Department to pursue long-term financing of \$175,000,000, for twenty-two (22) utility infrastructure projects for end-of-life asset replacements and rehabilitations, system expansions and capacity requirements.

### **FISCAL IMPACT:**

The anticipated fiscal impact of securing long-term financing of \$175,000,000 for utility infrastructure projects is an increase in debt services costs in FY26. Debt service costs in subsequent years will decline as the current debt service costs from prior financings decrease. Incremental debt service costs from the current proposed long-term financing will be included in the FY26 utility budget. Precise fiscal impacts will be ascertained upon the borrowing process's finalization and presented to the Board during a subsequent meeting for review and deliberation

**PROCUREMENT REVIEW:** N/A

**LEGAL REVIEW:** N/A

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:** PowerPoint titled “Final Board Presentation \$175M Utility Division Funding Request”

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.7

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Board Meeting Date: 05/23/2025

**Subject:** Three-Year Continuing Service Contracts for General Engineering Consultant Services

**Presented By:** Katherine Luetzow, P.E., Manager, Planning & Engineering

**Department:** Public Works

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.7 award of three-year continuing service contracts to seven engineering firms for district-wide general engineering consultant services and authorize the District Administrator to execute the contracts with a not-to-exceed expenditure during the contract term of \$8,037,250

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**RELEVANT STRATEGIC GOALS:** Quality of Place

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**PROOF OF PUBLICATION:** Request for Proposal was issued to the public on January 28, 2025

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### BACKGROUND:

This contract provides as-needed design and professional services to support all District departments, including but not limited to Public Works and Utilities. Services encompass planning, engineering design, permit reviews, small-scale studies, surveying, geotechnical services, traffic operations, construction management, post-design support, and emergency response assistance.

Primarily used by Planning and Engineering for infrastructure maintenance, repairs, and minor improvements to roadways, bridges, and water control systems, the contract is available district-wide for various small-scale projects and reviews. Work is subject to the Consultant Competitive Negotiation Act (CCNA) per F.S. 287 and budgetary approvals, with a proposed maximum spending cap as outlined below.

### FINDINGS AND CONCLUSIONS:

On January 28, 2025, Letter of Interest #C006779 was issued. Of the eighteen (18) responses received, the District is awarding seven (7) firms as follows:

Firm's Legal Name	Local Office
AECOM Technical Services LLC	Orlando, FL
DRMP, Inc.	Orlando, FL
G-A-I Consultants, Inc.	Orlando, FL
HNTB Corporation	Lake Mary, FL
Kisinger Campo & Associates Corporation	Orlando, FL
TLP Engineering Consultants, Inc.	Orlando, FL
Vanasse Hangen Brustlin, Inc.	Orlando, FL

After careful evaluation by the selection committee, firms were awarded a contract if they achieved 90 points or higher. The Public Works Department is requesting approval of AECOM, LLC (C006779), DRMP, Inc. (C006815), GAI Consultants, Inc. (C006816), HNTB Corp. (C006817), Kisinger Campo & Associates, Corp. (C006818), TLP Engineering Consultants, Inc. (C006819), and Vanasse Hangen Brustlin, Inc. (C006820) for three-year continuing service contracts.



**FISCAL IMPACT:** Future task work authorizations will be authorized under these contracts within approved budget allowances for various departments and work will be spread across the multiple firms as equally as feasible. Based upon the anticipated budgetary spending, and allowing for potential emergency occurrences, a maximum spending cap of \$8,037,250 is being requested for this continuing services effort.

	<b>Year 1 Allocation</b>	<b>Year 2 Allocation</b>	<b>Year 3 Allocation</b>	<b>Total Allocation</b>
<b>Total Allocation</b>	\$2,475,000.00	\$2,672,500.00	\$2,889,750.00	<b>\$8,037,250.00</b>

**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 #C006779 – AECOM, LLC- sample contract

**GENERAL ENGINEERING - CONTINUING SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") shall be effective as of May 23, 2025, between **Central Florida Tourism Oversight District** (herein referred to as the "Owner" or "District"), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **TLP Engineering Consultants, Inc.** (herein referred to as the "Consultant"), whose mailing address is 450 S. Orange Avenue, Suite 450, Orlando, Florida 32801.

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

WHEREAS, Owner has a need for professional general engineering services to be performed on a continuing and as needed basis;

WHEREAS, Central Florida Tourism Oversight District issued a Letter of Interest ("LOI") No. C006779 on January 28, 2025, for General Engineering Services - Continuing Contract;

WHEREAS, eighteen (18) proposers responded, and TLP Engineering Consultants, Inc. was a high-ranking firm. The Consultant was subsequently selected as one of the seven intended awardees; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to perform professional general engineering services as described in **Exhibit A – Scope of Services** for Owner on an as needed basis based on task work orders mutually negotiated by and between the Owner and Consultant for various individual District projects. Consultant shall provide all labor, materials, permits, equipment, transportation and supervision necessary for the provision of professional general engineering services for the Owner under this Agreement unless otherwise agreed to in writing by Owner.
  - A. The scope of services Consultant will perform pursuant to task work orders issued under this Agreement may consist of, but will not necessarily be limited to, providing general and customary general engineering services for District projects for feasibility studies, condition assessments, utility coordination, construction administration support, permitting support, cost estimations, and engineering drawing and specification production and support.
  - B. The Owner will request written proposals from the consultant most qualified for each individual project. Projects will be distributed among contract holders based upon their specialty, workload, and capability as determined by the Owner for each project.
  - C. Task work orders shall, by mutual agreement of the parties, set forth the: (1) scope of services; (2) price breakdown; (3) schedule and milestones; and (4) subcontractors and/or sub-consultants for the individual project.
  - D. Task Work Order(s) will be assigned to consultants on an alternating basis while utilizing a fair and balanced approach, but may consider a consultant's specific qualifications based on the type of work requested, current workload, schedule, availability and expertise at the sole discretion of the District.
  - E. Owner does not guarantee, warrant, or represent that any certain number of projects or any particular type of project will be assigned to Consultant under the terms of this Agreement.
  - F. The purpose of this Agreement is not to authorize a specific project, but rather to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any subsequently issued task work order mutually agreed to by Owner and Consultant.
  - G. Owner shall have no obligation to reimburse Consultant for services rendered outside of the scope of any task work order unless and until Owner has given written approval of the work and the reimbursement.
  - H. Owner shall have the sole discretion to select the projects, if any, that may be given to the

Consultant.

- I. Task Work Order approval(s) shall be pursuant to the established Procurement Thresholds and/or as authorized and approved by the District.
  - J. The size of the Task Work Order will be limited by the financial constraints imposed by Florida Statute §287.055.
2. **CONTRACT TERM.** This Agreement shall commence on June 1, 2025 and continue in effect for a term of **THREE (3) YEARS**, through and including May 31, 2028. The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
  3. **COMPENSATION.** Owner shall pay Consultant for professional general engineering services for amounts approved on negotiated Task Work Orders in accordance with the Fee Schedule set forth in **Exhibit B - Loaded Hourly Rates** and the terms of this Agreement. Sub-consultant fees will be negotiated at the time a Task Work Order is initiated for a project using current published rates. The Owner reserves the right not to use any sub-consultant on a project. Payments will be made based on a percentage of project completion by task. Completed tasks must be approved and agreed upon by the Owner's Representative before payment will be made. The final reports and deliverables must be approved and agreed upon by the Owner's Representative before final payment will be made.
    - A. Services will be rendered by Consultant pursuant to individual task work orders issued under this Agreement; Owner shall pay Consultant in accordance with the amounts set forth in **Exhibit B**.
    - B. Compensation due may be calculated based on loaded hourly rates set forth in **Exhibit B** as (1) a lump sum amount; (2) a guaranteed maximum price; or (3) such other basis as the parties shall mutually agree which shall not be exceeded unless agreed to in a writing executed by both parties.
    - C. Consultant shall submit invoices on a monthly basis to the Owner's Representative identified on the related task work order for those services satisfactorily performed and materials satisfactorily delivered. By submitting its invoice, Consultant certifies to Owner that: (1) Consultant has billed Owner for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice; and (2) the amount requested by Consultant is currently due and owing.
    - D. The invoices shall be addressed appropriately as outlined below based on the project manager/department the task work order pertains to:

Central Florida Tourism Oversight District ("District" or "CFTOD") projects	District utility projects managed by Reedy Creek Energy Services ("RCES")
Central Florida Tourism Oversight District Attention: Accounts Payable P.O. Box 690519 Orlando, Florida 32869 All invoices shall be sent to <a href="mailto:ap@oversightdistrict.org">ap@oversightdistrict.org</a>	Central Florida Tourism Oversight District C/O: Reedy Creek Energy Services – Utilities Division Attention: Accounts Payable P.O. Box 690519 Orlando, Florida 32869 All invoices shall be sent to <a href="mailto:wdw.rces.billing@disney.com">wdw.rces.billing@disney.com</a>

- E. Consultant invoices shall be sufficiently detailed and adequately describe the work accomplished in accordance with the related task work order. All invoices, reports, and other documentation submitted by Consultant shall include the District Contract Number, invoice date, and an assigned invoice number. Owner reserves the right to request additional documentation to support the charges reflected. All completed tasks must be approved and agreed upon by the Owner's Representative before payment will be authorized.
- F. **Prompt Payment.** Monthly actual payment reporting requirements for prime consultants and sub-consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished.

Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within TWENTY-FIVE (25) DAYS of receipt. Invoices for consultant contracts are payable per the terms of this Agreement, but shall not exceed federal regulations as set forth in 49 CFR 26.29, requiring payment of all subcontractors for satisfactory performance within THIRTY (30) DAYS of payment to the Prime.

- G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is invoiced and/or provided for under the terms of this Agreement or any related task work order, Consultant shall promptly notify Owner upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to Owner within THIRTY (30) DAYS of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
  - H. **Tax Exemption.** Owner is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8015111104C-9). The Owner's Employer Identification Number is 59-1223432. Consultant shall not be exempted from paying sales tax to its suppliers for services or material required to fulfill Consultant's contractual obligations with the Owner, nor will Consultant be authorized to use Owner's Tax Exemption Number for securing materials listed herein.
4. **BOOKS AND RECORDS.** Consultant shall maintain, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Services performed under this Agreement, which shall be retained by Consultant for a period of at least four (4) years from and after the completion of all Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon two days prior notice to Consultant.
5. **DELIVERABLES.** "Deliverables" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Owner in accordance with the requirements of this Agreement. The Agreement Number, specification number, item number, and any other required identification must appear on all Deliverables submitted to Owner. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. Owner's review, approval, action or inaction taken on the Deliverables is for Owner's convenience and/or to express Owner's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.
6. **OWNERSHIP OF DELIVERABLES.**
- A. Title to all Deliverables shall be and remain the sole and exclusive property of Owner when produced and upon payment to Consultant pursuant to the agreed upon payment terms, whether or not fixed in a tangible medium of expression. In the event of early termination of the Services hereunder, Consultant shall deliver to Owner all Deliverables whether complete or not.
  - B. Without limiting the foregoing, Consultant agrees that any Deliverables shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing, including but not limited to patents and copyrights, to Owner and its successors and assigns. Consultant grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Consultant acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such

copyrightable or patentable Deliverables produced by Consultant under this Agreement. Consultant shall deliver all Works to Owner promptly upon their completion or the sooner termination of Consultant's services hereunder. Consultant agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

C. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

7. **CONFIDENTIALITY OF MATERIAL.** Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to the Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including but not limited to, a Letter of Interest, Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

8. **INSURANCE AND INDEMNIFICATION.**

- A. The Consultant shall at its expense procure and maintain during the life of this Contract (and shall require the same from its Sub-consultants, subcontractors, and Sub-sub-consultants) the following types and minimum amounts of insurance:
- (1) Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence. This coverage must be maintained for two (2) years after contract expiration;
  - (2) Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
  - (3) Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
  - (4) Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by (1), (2), and (3) above in an amount of at least \$1,000,000 per occurrence;
  - (5) If Consultant is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Consultant 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 two (2) years following the conclusion of work.
  - (6) If Consultant is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Consultant will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or



services under this agreement and is maintained for at least two (2) years following the conclusion of work.

- (7) If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
  - (8) If Consultant 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.
  - (9) Consultant 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 Consultant holds Owner harmless for loss, damage or theft of such items.
  - (10) If Consultant is providing information technology software or services, then Consultant must also carry Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- B. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.
- C. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Consultant, who agrees to promptly relay any such notice received to Owner.
- D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- E. WAIVERS. The Consultant hereby waives, and will require its Sub-consultants and Sub-sub-consultants to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- F. CLAIMS. The Consultant and its Sub-consultants and Sub-sub-consultants 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 Consultant, its Sub-consultants and Sub-sub-consultants in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- G. INDEMNIFICATION. The Consultant shall indemnify District and its appointed board supervisors, officers, employees, and volunteers against, and hold District and its appointed board supervisors, officers, employees and volunteers harmless from damages, claims, losses, costs, and expenses, including attorneys' fees, which District or its appointed board supervisors, officers, employees or volunteers may sustain, or which may be asserted against District or its appointed board supervisors, officers, employees or volunteers, arising out of negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by Florida Statute,

§725.08, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Florida Statute, §725.08(4) including, without limitation, harm or personal injury to third persons. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

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

10. **PROFESSIONAL STANDARDS.**

- A. Consultant hereby represents and warrants that it has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, including without limitation all professional registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner; that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder; that the Deliverables shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Owner; and that it shall provide and employ in connection with the performance of Services personnel qualified and experienced in their profession, it being understood that Owner may at any time require Consultant to remove, and Consultant shall forthwith remove, any person employed in connection with the performance of the Services for any reason whatsoever.
- B. If, at any time during the performance of its Services or during the maximum period permitted by applicable law after completion of same, it is discovered that Consultant or any of its officers, directors, agents, subcontractors, employees, or Sub-consultants, as defined in Article 16 (Sub-consultant), has committed any negligent act, error or omission, or has failed to meet the warranties and representations contained herein, which has caused or will cause additional expense to Owner, then Consultant shall, at Owner's request, promptly make all necessary corrections and/or bear any and all such additional expenses associated with the correction of same. The foregoing is without limitation of Owner's other rights under Contract or at law. Correction of errors and omissions shall include, but not be limited to, additional architectural and engineering services, design documentation, travel, demolition, removal, relocation, manufacture, fabrication, construction, testing and installation, irrespective of whether originally performed by Consultant, Owner, or a third party.

11. **DETERMINATION OF DISPUTES/CHOICE OF LAW.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services 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.

**12. SUSPENSION/TERMINATION FOR CONVENIENCE.**

- A. Anything herein to the contrary notwithstanding, Owner may, for convenience, terminate this Agreement upon seven (7) days prior written notice to Consultant. In the event of such termination, Owner's sole obligation and liability to Consultant, if any, shall be to pay Consultant that portion of the Fixed Fee Amount earned by Consultant for the performance of the Services through the date of termination only. Under no circumstances shall Owner be liable for any lost profits, lost revenue, unabsorbed overhead or any other losses of any kind whatsoever associated with any Services not performed.
- B. Upon delivery to Consultant of a written Notice to Suspend Services, Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by Owner in said Notice. Consultant shall take reasonable steps to preserve any Deliverables in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be entitled to an equitable adjustment to the Schedule only. In no event shall any suspension of Services exceed one (1) year in duration.

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

- A. The party affected by a force majeure event shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications to the terms of this Agreement and/or any related task work order that may be necessary or appropriate in order to arrive at an equitable solution.
- C. Consultant performance shall be extended for a number of days equal to the duration of the force majeure event. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

**14. ASSIGNMENT.** This Agreement is for the personal services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.**15. KEY EMPLOYEES.** The Consultant staff outlined in **Exhibit D - Consultant Proposal** as responsible for or assigned to this Agreement are considered Key Employees, Consultant acknowledges that Owner has relied upon and hired Consultant because of the involvement of such individuals. Consultant agrees that such Key Employees shall be assigned to perform the Services. Consultant shall not remove any Key Employees from the performance of the Services absent prior written consent of Owner.**16. SUB-CONSULTANT.** If Consultant, as part of the performance of its Services hereunder, is required to commission other consultants ("Sub-consultant"), then the following provisions shall apply:

- A. Consultant shall obtain Owner's written consent prior to engaging the services of any Sub-consultant and shall not engage any Sub-consultant to which Owner objects;



- B. Consultant shall direct and coordinate the services of any Sub-consultant commissioned by Consultant;
- C. Consultant shall bear full responsibility under this Agreement for all services of its Sub-consultant(s), including without limitation each Sub-consultant's negligent errors and omissions;
- D. The costs of all Sub-consultants' services for the performance of Additional Services compensated on a time-and-materials or cost-reimbursable basis shall be billed to Owner without markup;
- E. Owner shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Sub-consultant, except as may otherwise be required by law;
- F. All agreements between Consultant and any Sub-consultants shall reflect the terms of this Agreement and require the Sub-consultant, to the extent of the Services to be performed by the Sub-consultant, to assume toward the Consultant all the obligations which Consultant by this Agreement assumes towards the Owner, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Agreement.
- G. Owner shall be a third party beneficiary of all obligations under all agreements between Consultant and any Sub-consultants; provided, however, that nothing contained herein or therein shall create any contractual relationship between Owner and any Sub-consultant or any obligation of Owner to any Sub-consultant.

**17. NOTICE.**

- A. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally to an officer or designated representative of the party to be served or sent by first class mail, facsimile to be confirmed by first class mail, or messenger services and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner:                      CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
   Attention: Contracting Officer  
   10450 Turkey Lake Road, Box #690519  
   Orlando, Florida 32869

If to Consultant:                TLP ENGINEERING CONSULTANTS, INC.  
   Attention: Yassamin M. Myers  
   450 S. Orange Avenue, Suite 450  
   Orlando, Florida 32801

or to such other address as either party may direct by written notice given to the other as hereinabove provided.

- B. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

**18. PROMOTION.** Consultant shall acquire no right under this Agreement to use, and shall not use, the name of Owner, or the name of the Owner's Representative or its parent, related, affiliated or subsidiary companies or any of their fanciful marks or copyrighted characters or designs:

- A. in any of Consultant's advertising, publicity, or promotion, including but not limited to the Internet; nor
- B. in any in-house publication; nor
- C. to express or imply any endorsement by Owner of Consultant's Services or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited). The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

19. **CODES.** Consultant's Services shall conform to all applicable building codes, and all applicable federal, state, and local laws, statutes, codes ordinances and agency regulations, including without limitation, the requirements of the Americans with Disabilities Act of 1990 ("ADA"), as same may be amended from time to time, which have jurisdiction and which are current at the time Consultant renders Services hereunder.
20. **NO AGENCY.** It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer or partner of Owner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Owner and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.
21. **GOVERNING LAW.** This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws.
22. **ENTIRE AGREEMENT.**
- A. This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties.
  - B. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
23. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
24. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.
25. **EFFECTIVE DATE.** Any Services performed or caused to be performed by Consultant prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement when agreed to by the Owner.
26. **THE OWNER'S REPRESENTATIVE.**
- A. **Katherine Luetzow** shall act as the Owner's designated representative (herein referred to as the "Owner's Designated Representative"); provided, however, that the Owner may, without liability to the Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Consultant in writing, at which time the person or organization so designated shall be the Owner's Designated Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Consultant 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

Designated Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Designated Representative) shall be solely obligated to the Consultant for all sums required to be paid by the Owner to the Consultant hereunder.

- B. Nothing contained in this Agreement shall create any contractual relationship between the Consultant and the Owner's Designated Representative.

27. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS [PUBLICRECORDS@OVERSIGHTDISTRICT.ORG](mailto:PUBLICRECORDS@OVERSIGHTDISTRICT.ORG), MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 690519, ORLANDO, FLORIDA 32869.**

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

29. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Consultant or as prohibiting the Owner from acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

30. **E-VERIFY COMPLIANCE.** The Consultant and its sub-consultants warrant compliance with all federal immigration laws and regulations that relate to their employees. The Consultant agrees and

acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Consultant 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 sub-consultant 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 Consultant and order the Consultant to immediately terminate the contract with the sub-consultant. The Consultant shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Consultant's failure to comply with E-verify requirements referenced herein.

31. **SCRUTINIZED COMPANIES.** By executing this Agreement, the Consultant 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 Consultant 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 Consultant 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 Consultant be found to:
    - (1) Have falsified its certification herein pursuant to Section 287.135(5), 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 Consultant, 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 Consultant shall be paid only for the work completed as of the date of the Owner's termination.
  - F. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.
32. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
33. **CONTRACT DOCUMENTS.** The documents comprising the entire understanding between Owner and Consultant shall include only: (i) this Agreement; (ii) those documents listed in this section as Exhibits to this Agreement; (iii) the Owner's Solicitation for the Services (the "Solicitation Documents"); and (iv)

the task work orders issued for individual projects pursuant to this Agreement (collectively the "Contract Documents"). The Contract Documents are incorporated herein by reference for all purposes.

- A. Any conflict between the terms of this Agreement and the Contract Documents shall be construed in favor of this Agreement and the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
- B. **Exhibits to Agreement.** The Exhibits to this Agreement are as follows:  
Exhibit A: Scope of Services (A-1 through A-12)  
Exhibit B: Loaded Hourly Rates (B-1 through B-4)  
Exhibit C: Task Work Order Form [sample] (C-1)  
Exhibit D: Consultant Proposal (D-1 through D-49)

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

OWNER  
**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

CONSULTANT  
**TLP ENGINEERING CONSULTANTS, INC.**

Signature: \_\_\_\_\_  
*As authorized by the Board of Supervisors*

Print Name: S.C. Kopelousos

Title: District Administrator

Date: May 23, 2025

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES  
AGREEMENT NO. C006819**

**SECTION 1. SCOPE OF SERVICES OVERVIEW**

- 1.1 The general engineering Consultant shall perform a wide range of engineering, permitting, survey and technical services for the District on an as needed and continuing basis. The Consultant shall perform these engineering services as required to prepare various types of deliverables, including but not limited to engineering reports, engineering plans and specifications.
- 1.2 A summary of general scope items for the professional general engineering service is detailed below. This is a representation of the types of tasks or work that may be requested by the District and is not meant to be a comprehensive list. The exact scope of work and scale of the services will be defined during each project initiation.

**SECTION 2. TASK SUMMARY**

- 2.1 The District may request Consultant services on an as needed basis through the issuance of a Task Work Order for the required work. There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of this Contract. Furthermore, the Consultant is providing these services on a nonexclusive basis. The District, at its option, may elect to have any of the services set forth herein performed by other consultants or the District itself. The District may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.
- 2.2 The work is anticipated to consist of, but is not limited to, the following:
  - Professional Services Contractual Support
  - Planning Support Services
  - Engineering Design Support Services & Engineering Studies
  - Plans Review
  - Permitting Services
  - Professional Surveying & Mapping and Right of Way Support Services
  - Geotechnical Services
  - Maintenance of Traffic & Traffic Operations
  - Construction Management & Post Design Services
  - Emergency Response Assistance
- 2.3 The following is a list of representative types of design projects that may be assigned. This list is not all-inclusive.
  - Milling & Resurfacing
  - Guardrail Replacement and Repair
  - Intersection Improvements
  - Roadway Improvements
  - Signing and Pavement Marking Improvements
  - Sidewalk or Multi-Use Path
  - Signal Improvements & Replacements
  - Bridge Rehabilitation & Replacement
  - Miscellaneous Structure Rehabilitation
  - Stormwater Treatment Systems
  - Culvert Replacement or Rehabilitation
  - Drainage Studies and Improvements
  - Overhead Sign Truss Replacement
  - Geotechnical Investigations
  - Professional Survey & Legal description Support
- 2.4 The project's specific services will be identified and negotiated with each new work authorization or work order. Consultant man-hours will also be negotiated with each new work authorization.



**EXHIBIT A  
SCOPE OF SERVICES  
AGREEMENT NO. C006819**

**SECTION 3. SERVICES**

The following types of work may be assigned under this agreement:

- 3.1 **PROFESSIONAL SERVICES CONTRACTUAL SUPPORT:** If requested, the Consultant shall provide support to the District for the acquisition of professional services as defined in Section 287.055, Florida Statutes, relative to the acquisition of professional engineering and surveying services.

Such tasks may include, but are not limited to:

- Develop scopes of work
- Develop specifications and design criteria packages
- Prepare cost estimates for proposed services and engineer cost estimates for construction projects
- Develop milestone schedules
- Develop procurement documents, Requests for Proposal (RFP), Scope Packages, Addendums, Supplemental Amendment and Task Work Orders
- Other Professional Services Contractual support as necessary

*If the Consultant prepares the scope and/or staff-hour estimates to be used for a project, the Consultant is forbidden to propose for services (either as a prime or sub-consultant) to perform the work specified in the scope of the contract. Also, the Consultant may not assist in any contractual activities related to any projects in which they have contractual involvement as a prime or as a sub-consultant.*

- 3.2 **PLANNING SUPPORT SERVICES:** If requested the Consultant shall provide the District support during the planning and preliminary engineering/PD&E phases as necessary. These activities may include, but are not limited to:

- Preparation, design and review of:
  - o Project Concept Development/Preliminary Geometry Verifications
  - o Roadway modification justification reports
  - o Traffic reports
  - o Landscaping plans
  - o Alternative Analysis
- Assistance with:
  - o Traffic forecasting modeling
  - o Developing reports and schedules
  - o Assisting in securing permits
  - o Providing peer reviews
  - o Identifying and coordinating potential utility impacts and relocation

*If the Consultant prepares concept or performs preliminary work for a specific project, the Consultant is forbidden to propose for services (either as a prime or sub-consultant) to perform the work specified in the scope of the design contract. Also, the Consultant may not assist in any contractual activities related to any projects in which they have contractual involvement as a prime or as a sub-consultant.*

- 3.3 **ENGINEERING DESIGN SUPPORT SERVICES & ENGINEERING STUDIES:** The Consultant shall provide the District support with engineering design and engineering studies relating to specific tasks and projects. The Consultant shall supply a broad range of professional civil engineering and surveying services, to support both new construction and maintenance activities, including, but not limited to:

- Design, Analysis, Construction Plans, Specifications and Studies pertaining to:
  - o Transportation Design
  - o Roadway Design

**EXHIBIT A**  
**SCOPE OF SERVICES**  
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- o Milling & Resurfacing (Pavement) Design
- o Guardrail Design
- o Roadway Infrastructure Design
- o Drainage, Hydrologic & Hydraulics
- o Bridge/Structural Design
- o Bridge Hydraulics, Scour and Revetment Design and Analysis
- o Miscellaneous Structures including box culverts, sign structures, traffic signals, water control structures, retaining walls, gravity walls, privacy screen walls, etc.
- o Lighting Design
- o Signing and Pavement Marking Evaluation & Design
- o Signalization & ITS
- o Maintenance of Traffic Plans
- o Landscaping & Irrigation Plans
- o Platting
- o Right of Way Mapping
- o Subsurface Utility Engineering
- o Design Support Services
- o Legal Descriptions
- o Line and Grade Design
- o Final Roadway Design
- o Roadway Intersection Design
- o Utility Coordination
- o Drainage Master plans
- o Specification Packages
- o Pavement Design Packages
- o Permitting
- o Environmental Coordination
- o Safety Analysis
- o Sight Line Analysis
- o Incidental and Emergency Design Activities
- o Serve as expert witness for the District
- In support of the above tasks, the Consultant may need to do the following:
  - o Provide final scope and fee proposal for various tasks and projects
  - o Review engineering documents including, but not limited to plans, engineering reports, permit documents and environmental documents
  - o Develop construction plans, calculations, permit applications and reports
  - o Establish limits of construction
  - o Coordinate with District, stakeholders, utility owners and others as needed
  - o Attend various meetings including project design meetings, constructability review meetings, stakeholder coordination meetings, etc.
  - o Attend site meetings and conduct field reviews
  - o Prepare and maintain project schedules
  - o Prepare cost estimates
  - o Prepare and issue status reports as necessary

The Consultant shall perform all work in accordance with the latest State of Florida Manual of Uniform Standards for Design, Construction, and Maintenance for Streets and Highways. Plans shall be accurate, legible and completed in accordance with the Florida Department of Transportation Design Manual ("FDM") and the Florida Department of Transportation Standard Plans and Specifications for Road and Bridge Construction, latest English Units edition in effect at the time of the Notice to Proceed, as modified herein. In addition, Consultant's shall follow the CFTOD Land Development Regulations and Epcot Building Code as applicable. The Consultant shall utilize best engineering judgment, practices and principles in performing the work.



**EXHIBIT A**  
**SCOPE OF SERVICES**  
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Specific deliverables including requested progress submittals shall be specified in the task work authorization. In general, at least one draft submittal shall be provided for review, prior to final submittal. All applicable final deliverables shall be signed and sealed by a licensed Professional Engineer in the State of Florida. The Consultant shall be responsible for all internal quality assurance and quality control for all deliverables to the District.

The Consultant shall note that while subsurface utility engineering is specified above the intent is not to provide heavy utility design under this Contract. Instead, this is provided in the event that minor adjustments or ancillary work regarding secondary utilities such as street lighting power, signal power, irrigation, etc. may be included, if necessary, within a task work authorization.

- 3.4 **PLANS REVIEW:** The Consultant may be asked to review and comment on the contract plans packages, plans, specifications, reports, or other engineering deliverables prepared in-house, or by a third-party consultant design team.

The Consultant shall provide specific and concise comments in a Word document for the Engineer of Record's consideration. These comments will be provided to the District and the District will in turn submit to the Engineer of Record. Based upon such reviews, recommend acceptance and approval by the District of such plans, specifications and estimates. As reviews require experience and knowledge regarding various aspects as detailed below, the Consultant shall ensure staff assigned to any such review tasks have the experience, knowledge and can reasonably carry out duties being requested by the District. Specific timelines for reviews will be discussed in the task work authorization, but in general, plans reviews are expected to be completed within fifteen (15) calendar days of the notice to proceed.

In reviewing documents, certain basic tasks shall be carried out as follows:

- Review and provide comments to the District.
- Re-address comments that receive inadequate responses.
- Ensure that subsequent plans reflect the changes indicated by previous responses.
- Identify and report on design components that require Design Variance or Design Exceptions.
- Ensure that the description of work to be constructed is clear and concise.
- Review the construction cost estimate and ensure the prices and quantities are in accordance with the plan set and/or scope of work.
- Determine the amount of time that the work specified can be reasonably completed (determine contract time including procurement time and construction days).
- Review design documents and inspect the job site to make sure that field conditions have been investigated and clearly represented in the contract documents.
- Review such items as Utilities, Maintenance of Traffic, R/W Requirements, Construction Sequences and Phasing, Permit Requirements and Conditions, Quantities, etc. Note any items that may generate future problems on a proposed project.
- Determine the feasibility of construction equipment ingress, egress and placement at the job site. For utility relocations, retaining walls and bridge construction, determine if the work will require any temporary retaining structures for equipment placement and if failure of a temporary structure would jeopardize the safety of the general public. For existing bridges being widened, particular attention shall be given to feasibility of placing construction equipment within the median area of dual bridges.
- Review and comment on the effectiveness of the specifications.
- Reviews will utilize the Consultant's experience and knowledge regarding design, environmental issues, permitting, utility coordination, agreements, and construction methods and procedures. Constructability reviews will include a field visit, notation to special environment, and job site conditions.
- The Consultant shall ensure that all construction plans shall be accurate, legible, complete in design, and drawn to the appropriate scale.

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- 3.5 **PERMITTING SERVICES:** The District may elect to have the Consultant provide permitting support services. Permitting support may include support for District Permits, as well as, other agencies including South Florida Water Management District Environmental Resource Permits and Consumptive Use Permits (dewatering), Florida Department of Environmental Protection, FDOT connection or right of way permits, N.P.D.E.S. permit packages, Florida Fish and Wildlife Conservation Commission, and any other permits that may be requested by the District.

As part of this task the Consultant may be asked to provide the following support:

- Prepare and provide permit application(s) as required for submittal including but not limited to: forms, sketches, plans and hydraulic calculations. Review and provide written comments on permit requirements and compliance.
- Coordinate with District staff. Due to the District's many master permits, the District leads primary coordination efforts with the permit agencies unless specifically delegated or authorized as part of a task.
- Assist in the review of plan and provisions for environmental compliance.
- Attend field meetings with agency staff
- Prepare wetland impact exhibits and update Table 1.
- Review plans, special provisions and construction activities for permit compliance

- 3.6 **PROFESSIONAL SURVEYING & MAPPING & RIGHT OF WAY SUPPORT SERVICES:** The Consultant shall provide professional staff to support the District in the performance of Professional Surveying and Mapping functions, whether in the support of design operations or stand-alone survey operations.

The Consultant may be authorized to perform the following:

- Review/coordinate the work of surveying and mapping consultants.
- Review and provide written responses on the adequacy of all location/design surveys.
- Assist with questions of surveying and mapping with respect to project intent.
- Incidental survey work as required.
- Provide surveying and mapping support services as required.
- Provide and conduct field location survey services.
- Coordinate with District staff and other consultants as warranted.
- Review, comment and prepare legal descriptions and right-of-way mapping.
- Establish horizontal and vertical control.
- Provide vertical and horizontal datum conversions between private and public established datum's.
- Provide survey support for various types of projects, including 3-D topographic survey.
- Creation and review of topographic surfaces such as DTM, TIN, etc.

All survey work shall meet the requirements of Chapter 472, Florida Statutes, and Chapter 5J-17, Florida Administrative Code, and shall provide sufficiently detailed information to meet the requirements of the task requested.

- 3.7 **GEOTECHNICAL SERVICES:** The Consultant shall provide professional staff to support the District in the performance of Geotechnical Services, whether in the support of design operations or stand-alone geotechnical investigations.

All work performed by the Consultant shall be in general accordance with the Florida Department of Transportation Soils and Foundation Handbook, South Florida Water Management District and other applicable standards, or as otherwise described in this specific task scope of services. Any changes regarding geotechnical standards, policies and procedures shall be discussed on a project-by-project basis. The Consultant shall be responsible for obtaining any permits needed to perform the work.

The services, when requested by the District, may include, but are not limited to, the following:

- Geotechnical plan review during all phases of design.

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- Perform geotechnical investigations and survey to include but not be limited to: soil borings, pavement cores, soil density testing, falling head tests, sub-base testing, base testing, etc.
- Perform, review and provide guidance regarding establishing seasonal and normal high water elevations and infiltration rates.
- Design, review and provide guidance regarding pond liners.
- Perform, review and provide guidance regarding cone of influence calculations.
- Perform, review and provide guidance regarding wellhead protection zones of influence.
- Review test borings and other field testing.
- Review geotechnical laboratory testing in case of conflicts.
- Assist the Construction Engineering Inspection ("CEI") team in reviewing Ground Penetration Radar and other geophysics tests.
- Assist in reviewing and evaluating pile installation plans.
- Pile Driving Analyzer ("PDA") services.
- Determination of production pile length and installation criteria.
- Construction support for any foundation construction.
- Evaluation of drilled shaft installation plan.
- Condition survey and documentation of existing structures.
- Assist and recommend monitoring devices for noise and vibration.
- Review installed geotechnical instrumentation.
- Calculate and interpret geotechnical instrumentation data.
- Review installed water observation wells for adequacy and compliance.
- Review and inspect sheet pile wall installation and prestressed soil anchors.
- Assist in analyzing unforeseen conflicts and/or events of a geotechnical nature. Provide or review proposed repair methods and monitor the implementation of repair methods.
- Shop drawing or mix design reviews.
- Contamination investigations and dewatering support in and around areas of contamination
- Emergency Geotechnical Investigations

The Consultant shall review printed literature including topographic maps, county agricultural maps, aerial photographs (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field investigations, the Consultant shall review U.S.G.S., S.C.S and potentiometric maps to identify areas with problematic soil and groundwater conditions.

The Consultant shall be responsible for coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until Final Plans or Reports are submitted.

Routine soil classification shall be performed on representative samples obtained from the borings. These tests typically include grain size analysis, percent fines, Atterberg limits, organic content and moisture content. Additional bulk samples of representative soils encountered along the alignment shall be collected for Limerock Bearing Ratio ("LBR") and corrosion testing. All laboratory testing and classification shall be performed in accordance with applicable AASHTO or ASTM standards.

If the Consultant is requested to evaluate subsurface conditions in proposed stormwater systems, at a minimum, two (2) auger borings to a depth below the bottom of the proposed pond elevation shall be performed per acre of pond. One (1) field permeability test per acre of pond shall also be provided. One (1) auger boring shall be performed for exfiltration trenches and treatment swales. One (1) field permeability test or Double Ring Infiltrometer ("DRI") test shall be performed. The Consultant may also be requested to perform an analysis of stormwater volume recovery.

If requested, SPT borings shall be performed at bridge structures to evaluate foundation alternatives. Borings shall be performed at end bent and intermediate bent locations. Borings shall be of sufficient depth to determine a bearing layer for pile foundations.

The Consultant may have to perform geotechnical investigations for culverts, signals, overhead signs and retaining walls. A minimum of two (2) SPT borings shall be performed to a depth of thirty feet

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(30') at each box culvert location. Borings shall be performed to a minimum depth of thirty feet (30') at the mast arm pole locations, at a minimum. SPT borings shall be performed to a minimum of forty feet (40') deep at each overhead cantilever or truss sign location. SPT borings shall be performed to a minimum of two hundred feet (200') along retaining wall alignments to a depth equal to two (2) times the wall height.

Deliverables will be specified as part of each task authorization. In general, the below can be expected as a minimum for the common types of Reports requested:

- Roadway Report shall include but not be limited to the following:
  - o Copies of U.S.C.G.S. and S.C.S. maps with project limits shown.
  - o A report of tests sheet (i.e. Roadway Soil Survey sheet) that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Plans.
  - o Data interpretation and analysis including a Design LBR, seasonal high groundwater levels for roadway base clearance, aquifer parameters for stormwater systems and volume recovery analysis, limits of unsuitable material and removal recommendations, magnitude and time rate of embankment settlement, calculation of factor of safety for embankment slope stability, and embankment construction recommendations.
  - o Determination of seasonal high water shall consider proposed improvements impacting existing hydrological features, and identifying impacts to adjacent properties, including existing septic systems.
  - o An Appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- Bridge Foundation Report shall include but not be limited to the following:
  - o Copies of U.S.C.G.S. and S.C.S. maps with project limits shown.
  - o Summary of structure background data, U.S.G.S., S.C.S., geologic and potentiometric data.
  - o Data interpretation and analysis including soil and rock classification, design groundwater level for structures, evaluation and selection of foundation alternatives such as spread footings, pre-stressed concrete piling, steel H and pipe piles and drilled shafts.
  - o Soil D50 values for scour calculations.
  - o Soil and/or water corrosion data for substructure environmental classification.
  - o An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available) and any other pertinent information.
  - o A detailed analysis of the foundation system selected in the BCR, including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.
  - o Recommendations for foundation installation, or other site preparation soils-related construction considerations.
  - o Special provisions required for construction activities that are not specifically addressed in the FDOT Standard Specifications.
- Miscellaneous Structures Report shall include but not be limited to the following:
  - o Copies of U.S.C.G.S. and S.C.S. maps with project limits shown.
  - o A summary of structure background data, U.S.G.S., S.C.S., geologic and potentiometric data.
  - o Data interpretation and analysis including design soil profiles(s) that include the soil model/type of each layer and all soil properties required for foundation design, lateral earth pressure coefficients, estimated differential and total (long term and short term) settlements, wing wall stability evaluation, external stability of conventional and retained earth wall systems, soil parameters used in analysis for retained earth wall systems and minimum soil reinforcement lengths versus wall heights, sheet pile wall analysis, and a review of the design for geotechnical compatibility and constructability.

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- o Recommendations for foundation installation, or other site preparation soils related construction considerations.
- o An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, and any other pertinent information.

**3.8 MAINTENANCE OF TRAFFIC & TRAFFIC OPERATIONS:** The Consultant may be authorized to perform or assist in activities relating to Maintenance of Traffic and Traffic Operations as necessary.

These activities may include, but are not limited to:

- Design and development of temporary traffic control plans.
- Design and development of traffic detour plans.
- Emergency maintenance of traffic plan coordination and development.
- Review of maintenance of traffic and detour plans.
- Review and/or provide signing and pavement marking plans.
- Coordination with District staff, consultants, etc. regarding maintenance of traffic plans.
- Perform and review various traffic operation items including but not limited to:
  - o Signal warrant study
  - o Intersection analysis
  - o Turning Movement Counts
  - o Pedestrian Counts
  - o Traffic Counts
  - o Safety Reports
  - o Speed Study
- Traffic Engineering Studies including but not limited to:
  - o Safety and/or efficiency improvement alternatives
  - o Intersection and collision diagrams
  - o Travel time and delay studies
  - o Review, design or propose alternative signal timings

The Consultant shall refer to Section 3.4 above regarding general plan review requirements.

Any temporary traffic control plans and detour plans shall be designed in accordance with the last edition of the Manual of Uniform Traffic Control Devices and the Florida Department of Transportation Standard Plans and designed under an Advanced Temporary Traffic Control certified individual's supervision.

**3.9 CONSTRUCTION MANAGEMENT & POST DESIGN SERVICES:** The Consultant may be authorized to perform or assist in activities relating to construction management and post design services as necessary.

These activities may include, but are not limited to:

- Attend and participate in pre-construction meetings.
- Attend and participate in construction meetings.
- Attend site meetings.
- Review shop drawings, mix designs, contractor submittals, etc. to verify conformance with the contract plans, specifications, FDOT Design Manual, and all other applicable standards.
- Assist in answering contractor, CEI and Construction Management questions and providing technical support as needed.
- Provide assistance in conflict review and solution coordination.
- Review construction inspection reports for compliance with plan specifications.
- Evaluate alternative materials and construction sequencing proposed by Contractor for conformance with design standards and specifications.
- Prepare and review record drawings and as-built drawings.

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- Provide constructability and bid-ability review of plans and specifications, as necessary, in packaging of construction contract bids.
- Review and evaluate pre-bid construction contract document packages and recommend possible changes for improvement.
- Assist in developing, updating and reviewing specifications.
- Coordinate utility relocation within active construction contracts.
- Prepare contract scopes of services, specifications, requests for proposals and other contract related documents.
- Assist in preparation and advertising for bid, review of bids and award of contracts for construction.
- Conduct and/or participate in pre-bid conferences for construction contracts.
- Attend and participate in value engineering studies.
- Assist in developing Engineer's estimates for projects.

- 3.10 **EMERGENCY RESPONSE ASSISTANCE:** This contract includes emergency response as needed to support the District in responding to unplanned items that may threaten the functionality of infrastructure and/or the safety and welfare of the public.

As part of this agreement, the Consultant shall provide the District with a Primary Contact with a 24-hour attended telephone number for the District to call to request emergency response service. The Consultant shall provide same day response for any emergency situation that may occur twenty-four (24) hours per day, seven (7) days a week, including holidays. The Consultant shall provide acknowledgement to the District of request and promptly coordinate response, generally reporting to the location on property within four (4) hours of receipt of the Owner's request unless approved otherwise by the Owner. If the Primary Contact will be unavailable, the Consultant shall inform District staff in advance and shall provide an alternate contact for the duration the Primary Contact is unavailable in order to maintain emergency coverage.

The Consultant shall have adequate staffing resources to support emergency response, including experienced technical leads in structures, roadway and drainage infrastructure to handle various emergency response discipline needs on different infrastructure elements including roadways, bridges, walls, signals, overhead sign truss, water control structures, etc.

Emergency responses may be to perform inspections on various infrastructure components, coordinating with CEI staff that may be performing inspections, developing emergency design repairs to restore functionality or safe conditions, working with emergency contractors regarding proposed solutions, reviewing existing plans and available information, developing sketches and details for repair, developing temporary traffic control plans and detours, etc. The intent of the emergency response assistance is to provide a short work effort, once the emergency situation occurs, 365 days a year in an extremely short period of time to resolve an immediate need and to ensure safety and threats against functionality of infrastructure.

#### **SECTION 4. SPECIFICATIONS OF WORK**

- 4.1 Provided below is a list of standards. This list is by no means all inclusive, but suggestive of the regulations governing the Consultant's performance. The Consultant shall comply with all applicable Federal, State and Local Regulations in performance of services.
- 4.2 The Consultant shall ensure that all documents, studies and construction plans, as applicable, are prepared in accordance with the latest editions of the standards, which include, but are not limited to, publications such as:
- A. AASHTO, "A Policy on Geometric Design of Highways and Streets"
  - B. FDOT Soils and Foundations Handbook
  - C. FDOT Flexible and Rigid Pavement Design Manuals

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- D. FHWA Manual on Uniform Traffic Control Devices
- E. FDOT Standard Specifications for Road and Bridge Construction
- F. FDOT Design Manual
- G. FDOT Florida Greenbook
- H. FDOT Basis of Estimates Manual
- I. FDOT Construction Project Administration Manual
- J. Federal Highway Program Manual
- K. FDOT Drainage Manual
- L. FDOT Sample, Testing and Reporting Guide
- M. FDOT Structures Manual
- N. AASHTO Roadside Design Guide
- O. FDOT Standard Plans for Road Construction
- P. FDOT Standard Plans for Bridge Construction
- Q. FDOT CADD Manual
- R. CFTOD Land Development Regulations
- S. EPCOT Building Code
- T. RCES Design Criteria & Standards
- U. RCES Electrical Construction Specifications
- V. RCES Underground Construction Rules in the Vicinity of CFTOD Electric Utilities
- W. South Florida Water Management District's Environmental Resource Permit Applicant's Handbook Volume I and II

4.3 CFTOD generally follows FDOT requirements regarding plan production, folder structure, file naming convention and levels/layers and symbology requirements as identified in the FDOT Design Manual and FDOT CADD Manual. Plans sets will utilize the roadway baselines for layout and alignments of the proposed improvements. Plan sheets showing improvements outside of the roadway plan sheets will be coordinated with the roadway designer to maintain project consistency. Consultant may use either Microstation or AutoCAD for plan production. CADD files converted between formats will be coordinated so there are no changes in the alignment of the improvements. All design CADD files shall be geo-referenced correctly in the project datum and true to scale. Any CADD files used for specific plan details or similar items that are not geo-referenced or true to scale shall be specifically noted as such within the file. Consultant shall provide CADD files (2D), 3D Utility Model (if applicable) and PDF files (11 x 17) for all Deliverables.

## **SECTION 5. SUB-CONSULTANTS**

5.1 The use of sub-consultants to perform specific specialty functions will be allowed, provided sub-consultant(s) are shown in the staffing plan.

## **SECTION 6. ELECTRICAL SAFETY POLICY**

6.1 Implicit on all electrical work performed at any of the Owner's properties is the Consultant's (and its Sub-consultant's and Sub-sub-consultant's) strict compliance with the Owner's Electrical Safety Policy ("policy").

6.2 The policy is that all electrical work shall be performed de-energized as a standard work practice. This policy applies to the Consultant, its Subcontractors, Sub-subcontractors, Sub-consultants, Sub-sub-consultants and anyone who performs electrical work on or near electrical conductors or circuit parts

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which are or may be energized. Consultant 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.

- 6.3 The Consultant agrees that its employees and agents and the employees of any of its Subcontractors, Sub-subcontractors, Sub-consultants, Sub-sub-consultants 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.
- 6.4 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 shall be completed. The intent of the briefing is to provide notification for performing energized work to the Owner's Representative 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
  - Personal protective equipment to be utilized
  - Job work plan summary
  - Record of the names of all workers involved in the work/briefing
- 6.5 The Consultant understands and agrees that the Owner, throughout the term of the Contract, may review the Consultant's, Sub-consultant's, and Sub-sub-consultant's safe work plan(s) to confirm for its operations and the safety and wellbeing of its cast, guests and invitees that adequate contingency plans have been considered in the event of an inadvertent interruption of electrical service.
- 6.6 Consultant shall establish or shall cause its Sub-consultants or Sub-sub-consultants to establish appropriate boundaries to restrict access around the work based on the type of hazard present. A flash protection boundary shall be established by the qualified person of the Consultant or its Sub-consultants or Sub-sub-consultants a minimum of four feet (4') 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.
- 6.7 A **limited approach boundary** shall be established by the qualified person of the Consultant or its Sub-consultants or Sub-sub-consultants 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.
- 6.8 The Consultant understands and agrees that it is the responsibility of the Consultant 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 Consultant's (or its Sub-consultants' or Sub-sub-consultants') work without notice. The Consultant expressly understands and unequivocally agrees that any failure to strictly comply with any applicable safety laws, codes, regulations, and the rules of this policy is 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.



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**SECTION 7. TASK WORK ORDERS**

- 7.1 Services will be requested as needed by District, and will be authorized on a Task Work Order ("TWO") basis.
- A. Task Work Order Review and Approval Process (sample "TWO" form included as **Exhibit C**):
1. The District will request written proposals from the consultant most qualified for each individual project. Projects will be distributed among contract holders based upon their specialty, workload, and capability as determined by the District for each project. Written proposals must include the following:
    - a. Scope of Services (should be detailed and outline all tasks, deliverables, etc.);
    - b. Price Breakdown (should be detailed to ensure loaded staff hour rates are pursuant to Agreement);
    - c. Schedule and Milestones (should outline a start date, substantial completion date, end date, all milestones (i.e. 30%, 60%, 90% plans, etc.) for deliverables); and
    - d. List of subcontractors and/or sub-consultants, if applicable.
  2. Task Work Order(s) will be assigned to consultants on an alternating basis while utilizing a fair and balanced approach, but may consider a consultant's specific qualifications based on the type of work requested, current workload, schedule, availability and expertise at the sole discretion of the District.
  3. Task Work Order approval(s) shall be pursuant to the established Procurement Thresholds and/or as authorized and approved by the District.
- 7.2 The size of the Task Work Order will be limited by the financial constraints imposed by Florida Statute §287.055.
- 7.3 The District does not guarantee the number of assignments, if any or the dollar value of fees for tasks that may be assigned herein to Consultant. This Agreement shall be non-exclusive and without limitation upon the District to obtain services from third parties as the District deems appropriate in its sole discretion.

**END OF EXHIBIT A**

**EXHIBIT B  
LOADED HOURLY RATES  
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1.1 The following will be the loaded hourly billing rates in effect throughout the term of the Agreement:

<b>PRIME CONSULTANT - FULLY LOADED RATES</b>	
<b>TLP Engineering Consultants, Inc.</b>	
<b>Labor Classification</b>	<b>Fully Loaded Hourly Rate</b>
Project Manager	\$326.60
Chief Engineer 2	\$281.16
Senior Engineer 2	\$244.58
Senior Engineer 1	\$213.57
Engineer 2	\$183.09
Engineer 1	\$144.95
Engineering Intern	\$94.83
Engineering Technician	\$92.92
Chief Designer	\$176.42

<b>SUBCONSULTANT - FULLY LOADED RATES</b>			
<b>CHA Consulting Inc.</b>		<b>Chen Moore and Associates, Inc.</b>	
<b>Labor Classification</b>	<b>Fully Loaded Hourly Rate</b>	<b>Labor Classification</b>	<b>Fully Loaded Hourly Rate</b>
Senior Project Manager II	\$267.35	Senior Electrical Engineer	\$268.14
Senior Project Manager I	\$230.96	Electrical Engineer	\$151.50
Senior Principal Engineer VII	\$327.98	Engineering Technician	\$90.90
Principal Engineer VI	\$225.21	Chief Landscape Architect	\$156.15
Senior Engineer V	\$168.41	Senior Landscape Architect	\$221.82
Project Engineer IV	\$178.45	Project Landscape Architect	\$187.50
Assistant Project Engineer III	\$197.71	Landscape Architect	\$131.85
Engineer II	\$113.20	Landscape Designer	\$87.30
Assistant Engineer I	\$111.09		
Assistant Project Manager	\$86.04		
Principal Engineering Designer Tech	\$145.76		
Engineering Intern	\$76.45		
QA/QC Technical Services	\$315.86		
Senior Cost Estimator	\$177.95		

<b>Geotechnical and Environmental Consultants, Inc.</b>	
<b>Labor Classification</b>	<b>Fully Loaded Hourly Rate</b>
Chief Engineer	\$322.52
Senior Engineer	\$268.96
Engineer	\$163.68
Engineering Intern	\$138.18
Senior Engineering Technician	\$131.83
Engineering Technician	\$85.54
Chief Scientist	\$237.70
Scientist	\$91.73
CADD/Computer Technician	\$72.38
Secretary/Clerical	\$102.98

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<b>SUBCONSULTANT - FULLY LOADED RATES</b>			
<b>DRMP, Inc.</b>			
<b>Labor Classification</b>	<b>Fully Loaded Hourly Rate</b>	<b>Labor Classification</b>	<b>Fully Loaded Hourly Rate</b>
Chief Designer	\$190.78	SUR Chief Surveyor	\$274.75
Chief Engineer 1	\$330.86	SUR Senior Surveyor 2	\$254.70
Chief Engineer 2	\$341.84	SUR Senior Surveyor 1	\$210.01
Chief Planner	\$286.91	SUR Surveyor	\$235.11
Chief Scientist	\$265.23	SUR Survey Project Manager 3	\$170.82
Design Intern	\$85.90	SUR Survey Project Manager 1	\$180.25
Designer	\$141.58	SUR Survey/GIS/SUE Analyst 3	\$115.99
Engineer 1	\$176.27	SUR Survey/GIS/SUE Analyst 2	\$104.32
Engineer 2	\$228.20	SUR Survey/GIS SUE Analyst 1	\$84.76
Engineering Intern	\$141.00	SUR Mobile Survey Analyst 3	\$147.19
Engineering Technician	\$81.50	SUR Field Supervisor 1	\$123.88
Environmental Specialist	\$129.68	SUR UAS Operator	\$114.10
Project Manager 1	\$258.84	SUR Crew Chief	\$107.84
Project Manager 2	\$326.16	SUR Instrument Operator	\$76.06
Project Planner	\$153.64	SUR Rod Person	\$66.02
Scientist	\$83.85	SUR SUE Technician 3	\$118.66
Secretary/Clerical	\$113.09	SUR SUE Technician 2	\$72.54
Senior Designer	\$150.84	SUR SUE Technician 1	\$65.20
Senior Electrical Engineer	\$219.40	SUR Secretarial/Clerical	\$81.50
Senior Engineer 1	\$283.55	2-Person Survey Crew	\$183.90
Senior Engineer 2	\$283.82	3-Person Survey Crew	\$249.91
Senior Engineering Technician	\$85.58	4-Person Survey Crew	\$315.93
Senior Environmental Specialist	\$175.55	2-Person SUE Crew	\$191.20
Senior Planner	\$144.09	3-Person SUE Crew	\$256.40
Senior Scientist	\$125.38	4-Person SUE Crew	\$321.60
		SUR Crew Chief	\$107.84

1.2 The fully loaded hourly rates above cover Consultant's profit, overhead, direct expenses, and all costs of any nature whatsoever (including, without limitation, taxes, labor and materials).

1.3 The following pages of this Exhibit outline the testing costs provided by the Subconsultant identified.

**INTENTIONALLY BLANK**



<b>*Field Services</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Truck Rig Mobilization	each	\$750.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	\$300.00
Mud Bug Rig Mobilization	each	\$1,300.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	\$400.00
CPT Rig Mobilization	each	\$1,600.00	Drill Rig and Crew – B/T/A (3 person)	hour	\$540.00
Track Rig Mobilization	each	\$4,200.00	Field Permeability (0 – 10 ft) – Truck	each	\$450.00
Barge/Amphibious Mobilization - Crane	each	\$16,000.00	Field Permeability (10 – 25 ft) – Truck	each	\$590.00
Barge/Amphibious Mobilization - Ramp	each	\$13,000.00	Field Vane Shear Strength	each	\$500.00
Soil Survey/Coring/GPR Mobilization	each	\$490.00	Hand Auger Boring with DCP	foot	\$29.50
Tripod Rig Mobilization	each	\$1,900.00	Double Ring Infiltrometer	each	\$665.00
Clearing Equipment Mobilization	each	\$700.00	Direct Push Well Materials	foot	\$40.00
Support Boat Mobilization	each	\$725.00	Two-inch Monitoring Well (0 – 50 ft) – Truck	foot	\$45.00
Barge/Amphibious (without labor)	day	\$3,900.00	Two-inch Monitoring Well (50 – 100 ft) – Truck	foot	\$50.00
Direct Push Rig and Crew	day	\$1,700.00	Well Development	hour	\$220.00
Tripod Rig and Crew	day	\$3,500.00	Equipment Decontamination	hour	\$145.00
Support Truck	day	\$250.00	Well Completion (flush mount)	each	\$265.00
Support Vehicle - ATV	day	\$175.00	Well Completion (above ground)	each	\$355.00
Support Boat (small)	day	\$235.00	Coring Machine	day	\$175.00
Support Boat (large)	day	\$560.00	Pavement Cores (no MOT w/ base check)	each	\$260.00
Support Airboat	day	\$725.00	Pavement Cores (no MOT w/o base check)	each	\$210.00
GPS Unit	day	\$120.00	Roadway Pavement Cores (day with MOT)	each	\$365.00
Clearing Equipment	day	\$2,300.00	Roadway Pavement Cores (night with MOT)	each	\$425.00
Chainsaw	day	\$120.00	MOT Portable Safety Signs (each)	day	\$65.00
Dozer (without labor)	day	\$1,100.00	MOT Channelization Cones (each)	day	\$7.00
Backhoe (without labor)	day	\$825.00	MOT Arrow Board (each)	day	\$105.00
Steam Cleaner	day	\$175.00	MOT Channelizing Devices - Drums (each)	day	\$6.00
Soil Survey/Coring Crew (2 person)	hour	\$240.00	MOT Light Tower (each)	day	\$225.00
Soil Survey/Coring Crew (3 person)	hour	\$335.00	MOT Portable Changeable Message Sign (PCMS) (each)	day	\$200.00
Ground Penetrating Radar	hour	\$425.00	MOT Portable Lighting (each)	day	\$150.00
Temporary Piezometer	foot	\$51.50	MOT Attenuator Truck	hour	\$270.00
Baroid (Bag)	each	\$50.00	MOT Support Vehicle	hour	\$150.00
Hole Plug (Bag)	each	\$50.00	MOT Traffic Control Officer	hour	\$150.00
<b>*Construction Materials Testing Field Services</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Concrete/grout/mortar sampling/testing	hour	\$90.00	In-Place Density Tests (Min. 5 per trip)	each	\$32.00
Rebound Hammer Testing	hour	\$90.00	Soil-Cement Sampling	hour	\$95.00
Windsor Probe Test	each	\$50.00	Minimum Trip Charge	trip	\$160.00
Paint Thickness Testing	hour	\$85.00	Floor Flatness Survey	day	\$750.00
<b>Soil/Sediment/Surface Water/Groundwater Sampling Equipment</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Decontamination Station (hand sampling)	day	\$55.00	Turbidity Meter	day	\$60.00
Peristaltic Pump	day	\$65.00	Dissolved Oxygen Meter	day	\$65.00
Submersible Pump w/ Variable Speed	day	\$400.00	Photoionization Detector	day	\$180.00
Centrifugal Pump	day	\$150.00	pH Meter w/ Calibration Kit	day	\$60.00
100 ft Water Level Meter	day	\$50.00	Poly Sample Tubing	foot	\$2.75
100 ft Oil/Water Interface Probe	day	\$105.00	Silicon Pump Tubing (Peristaltic)	foot	\$5.50
Expendable Sampling Equipment	day	\$75.00	Flow-Through Filtration	each	\$40.00
Expendable Point	each	\$40.00	Miscellaneous Supplies	day	\$80.00
Organic Vapor Analyzer	day	\$200.00	2 to 4" Gravity Driven Sediment Sample (1-4 ft) (≥ 10' water)	each	\$560.00
Multi-Parameter Water Quality	day	\$170.00	2 to 4" Gravity Driven Sediment Sample (1-4 ft) (< 10' water)	each	\$360.00

\* 50% Surcharge for Night/Weekend Work



<b>*Truck Drill Rig Unit Rates</b>	<b>Depth (ft):</b>	<b>0 - 50</b>	<b>50 - 100</b>	<b>100 - 150</b>	<b>150 - 200</b>	<b>200 - 250</b>	<b>250 - 300</b>
SPT Borings – Truck	foot	\$20.50	\$22.50	\$35.50	\$47.00	\$65.00	\$80.00
Auger/Rotary Wash Borings – Truck	foot	\$17.50	\$19.50	\$24.00	\$28.00	\$33.50	\$46.00
CPT Soundings – Truck	foot	\$20.00	\$22.00	\$24.00	\$26.00	\$28.00	\$30.00
HW Rock Coring – Truck	foot	\$59.00	\$63.00	\$68.00	\$78.00	\$90.00	\$93.00
3-inch Casing – Truck	foot	\$13.50	\$17.00	\$21.50	\$26.00	\$29.00	\$34.00
4-inch Casing – Truck	foot	\$16.00	\$18.50	\$24.50	\$27.50	\$30.50	\$36.00
Additional Split Spoon Samples – Truck	each	\$80.00	\$85.00	\$105.00	\$135.00	\$155.00	\$170.00
Undisturbed Samples – Truck	each	\$250.00	\$270.00	\$330.00	\$370.00	\$460.00	\$510.00
Borehole Grouting – Truck	foot	\$9.00	\$11.00	\$14.00	\$17.50	\$19.50	\$22.00
<b>*Mud Bug Drill Rig Unit Rates</b>	<b>Depth (ft):</b>	<b>0 - 50</b>	<b>50 - 100</b>	<b>100 - 150</b>	<b>150 - 200</b>	<b>200 - 250</b>	<b>250 - 300</b>
SPT Borings – Mud Bug	foot	\$25.00	\$27.50	\$40.00	\$50.00	\$68.00	\$85.00
Auger/Rotary Wash Borings – Mud Bug	foot	\$18.50	\$23.00	\$28.00	\$34.00	\$41.00	\$57.00
CPT Soundings – Mud Bug	foot	\$24.50	\$27.00	\$31.00	\$33.50	\$36.50	\$39.00
HW Rock Coring – Mud Bug	foot	\$73.00	\$78.00	\$84.00	\$96.00	\$109.00	\$121.00
3-inch Casing – Mud Bug	foot	\$15.50	\$19.50	\$26.00	\$31.00	\$35.00	\$41.00
4-inch Casing – Mud Bug	foot	\$18.00	\$21.50	\$28.70	\$33.50	\$36.50	\$45.00
Additional Split Spoon Samples – Mud Bug	each	\$82.00	\$87.00	\$115.00	\$160.00	\$190.00	\$215.00
Undisturbed Samples – Mud Bug	each	\$300.00	\$325.00	\$415.00	\$460.00	\$490.00	\$615.00
Borehole Grouting – Mud Bug	foot	\$11.00	\$13.50	\$16.00	\$21.00	\$24.00	\$26.00
<b>*Barge/Track/Amphibious Drill Rig Unit Rates</b>	<b>Depth (ft):</b>	<b>0 - 50</b>	<b>50 - 100</b>	<b>100 - 150</b>	<b>150 - 200</b>	<b>200 - 250</b>	<b>250 - 300</b>
SPT Borings – B/T/A	foot	\$36.00	\$38.00	\$55.00	\$73.00	\$97.00	\$115.00
Auger/Rotary Wash Borings – B/T/A	foot	\$21.50	\$25.00	\$31.50	\$39.00	\$47.00	\$66.00
CPT Soundings – B/T/A	foot	\$29.50	\$32.50	\$37.00	\$40.00	\$43.00	\$45.00
HW Rock Coring – B/T/A	foot	\$83.00	\$90.00	\$98.00	\$115.50	\$135.00	\$150.00
3-inch Casing – B/T/A	foot	\$18.50	\$23.50	\$30.50	\$36.50	\$42.50	\$51.00
4-inch Casing – B/T/A	foot	\$22.50	\$27.00	\$33.00	\$39.00	\$43.50	\$52.00
Additional Split Spoon Samples – B/T/A	each	\$95.00	\$105.00	\$140.00	\$200.00	\$240.00	\$265.00
Undisturbed Samples – B/T/A	each	\$335.00	\$365.00	\$450.00	\$520.00	\$635.00	\$710.00
Borehole Grouting – B/T/A	foot	\$12.00	\$14.00	\$17.00	\$23.50	\$26.50	\$30.00

**Geotechnical and Construction Materials Laboratory Services**

<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Natural Moisture Content	each	\$22.00	Consolidation with Rebound (12 loads)	each	\$750.00
Percent Fines	each	\$60.00	Consolidation Additional Loads	each	\$123.00
Sieve Analysis - Soil	each	\$90.00	Consolidation Extended Loads	each	\$215.00
Hydrometer Analysis	each	\$185.00	UU Triaxial Shear Strength (Q)	each	\$550.00
Organic Content	each	\$60.00	CU Triaxial Shear Strength (R)	each	\$635.00
Atterberg Limits (Plastic & Liquid Limits)	each	\$150.00	CD Triaxial Shear Strength (S)	each	\$695.00
Corrosion Series (pH, Resistivity, Chloride, Sulfate)	each	\$300.00	Pocket Penetrometer/Torvane Shear Strength	each	\$35.00
Specific Gravity - Soil	each	\$105.00	Standard/Modified Proctor (Soils)	each	\$155.00
Unit Weight – Soil	each	\$60.00	Standard/Modified Proctor (Aggregate)	each	\$175.00
Unconfined Compression – Soil	each	\$245.00	Limerock Bearing Ratio	each	\$450.00
Permeability	each	\$450.00	California Bearing Ratio	each	\$425.00
Permeability with Backpressure Saturation	each	\$550.00	Florida Bearing Value	each	\$75.00
Unconfined Compression – Rock	each	\$205.00	Asphalt Content	each	\$165.00
Splitting Tensile – Rock	each	\$190.00	Asphalt Gradation	each	\$105.00
Sieve Analysis – Aggregate ≤ 1-inch	each	\$230.00	Asphalt Bulk Specific Gravity	each	\$75.00
Sieve Analysis – Aggregate > 1-inch	each	\$230.00	Concrete Cylinders - Comp. Strength Testing	set of 4	\$125.00
Bulk Density / Void Content - Aggregate	each	\$85.00	Soil Cement Specimens - Comp. Strength Testing	set of 3	\$120.00
Aggregate Shell Content of Coarse Aggregate	each	**\$125.00	Grout Prisms - Comp. Strength Testing	set of 4	\$120.00
Carbonate Content	each	\$200.00	Mortar Cubes - Comp. Strength Testing	set of 3	\$120.00
Los Angeles Abrasion	each	**\$490.00	Freshly Mixed Concrete Air Content	each	\$25.00
Soundness - Magnesium	each	**100.00	Freshly Mixed Concrete Unit Weight	each	\$20.00

**Contamination Testing Laboratory Services**

<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
RCRA 8 Metals (Water/Soil)	each	\$180.00	Arsenic (Water/Soil)	each	\$40.00
Herbicide/Pesticide Group (Water/Soil)	each	\$600.00	PFAS (Water/Soil)	each	\$645.00
Gasoline/Kerosene Group (Water)	each	\$490.00	Gasoline/Kerosene Group (Soil)	each	\$440.00
Used Oil Group (Water)	each	\$840.00	Used Oil Group (Soil)	each	\$840.00

\* 50% Surcharge for Night/Weekend Work

\*\* Additional sample preparation time based on sample size

EXHIBIT C  
TASK WORK ORDER FORM (SAMPLE)  
AGREEMENT NO. C006819

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TASK WORK ORDER



CONTRACT# \_\_\_\_\_

WORK ORDER NUMBER # \_\_\_\_\_

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

\_\_\_\_\_  
Contracting Officer  
Approval/Initials

**Project Title:**

To:

Attn: \_\_\_\_\_

FUNDING SOURCE: \_\_\_\_\_

**EXPENDITURE  
ACCOUNT NUMBER(s):**

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 \$ \_\_\_\_\_.

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Representative

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Department Director or Designee

END OF EXHIBIT C



# GENERAL ENGINEERING CONSULTANT SERVICES - CONTINUING CONTRACT

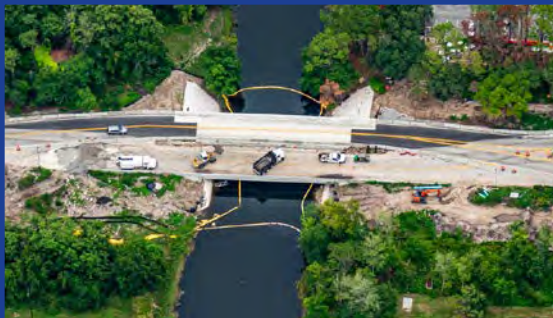
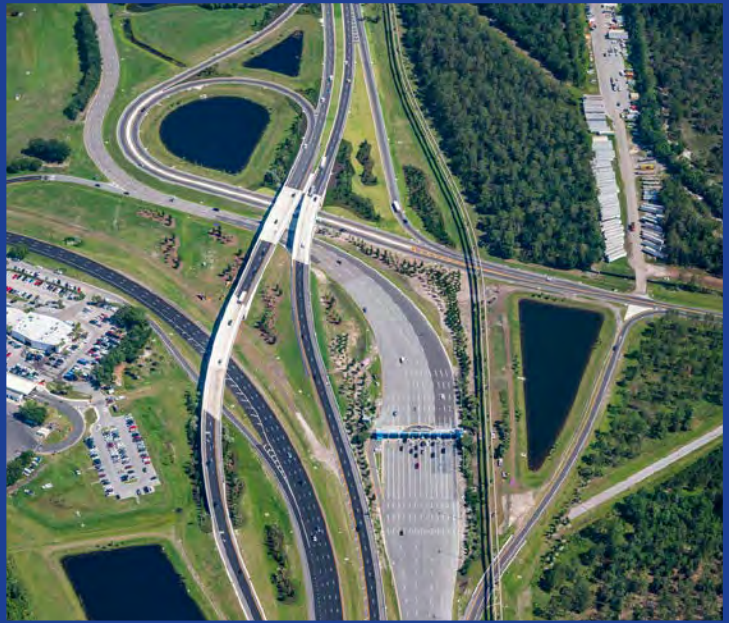
LOI #C006779

February 19, 2025



**ENGINEERING  
CONSULTANTS**

450 South Orange Avenue, Suite 600  
Orlando, FL 32801  
Office: 407.901.5060  
[www.tlpeng.com](http://www.tlpeng.com)



February 19, 2025

**Central Florida Tourism Oversight District (CFTOD)**

Procurement & Contracting Department

1900 Hotel Plaza Boulevard

Lake Buena Vista, Florida 32830

Reference: General Engineering Consultant Services – Continuing Contract, LOI #C006779

Dear Selection Committee Members,

**TLP Engineering Consultants, Inc.**, a woman-owned business, is excited to submit this Letter of Interest for continuing design services. TLP's key staff and I have worked with CFTOD (previously RCID) for nearly 30 years, personally witnessing and supporting the growth and infrastructure improvements throughout the District. We have been eagerly anticipating this opportunity and are committed to providing our key staff, with 23 PEs, to deliver multiple Task Work Orders (TWO) simultaneously as needed. TLP has held Master Service Agreement's (MSA) with CFTOD since 2011, gaining a deep understanding of the critical aspects of these multi-task contracts. Our innovative, cost-effective and sustainable design approach enables us to efficiently deliver multiple task work orders at once. **Our team holds a distinct advantage and is uniquely qualified for this contract for several compelling reasons:**

**Team & CFTOD Experience:** In anticipation of this contract, TLP has developed a highly competent and comprehensive team to efficiently and expeditiously deliver all required services. This Team offers notable industry firms with a proven history of serving CFTOD and successfully collaborating on similar contracts. TLP will lead the team with support from DRMP for planning, PD&E, traffic operations and survey/mapping/SUE services; CMA for incidental electrical and landscape services; CHA for incidental utility design; and GEC for geotechnical services. Our team's in-depth understanding of CFTOD and FDOT criteria and guidelines, EPCOT building codes and CFTOD requirements – particularly as they relate to mobility and safety for District patrons - enables us to proactively anticipate issues before they impact the schedule while maintaining an innovative and cost-effective approach. **The TLP team provides CFTOD with unparalleled experience and expertise.**

- TLP has served as prime consultant on CFTOD's Master Services Agreements (MSAs) **consecutively** since 2011.
- TLP is currently the prime consultant on FDOT-5 Continuing Services Contract (CSC) for Roadway Design and District Wide (DW) Misc. Drainage Design services, **with the same key subconsultants (DRMP and GEC) proposed for this contract.**
- TLP has served as prime consultant on Orange County's Continuing Professional Engineering Design Services Contracts for three (3) consecutive terms, successfully completing over 50 TWO's since 2012.
- TLP has **performed numerous CFTOD projects** such as EPCOT Center Drive EB Bridge Rehabilitation, EPCOT Resorts Blvd. Bridge Replacements, I-4 Slip Ramp and Buena Vista Drive Interchange (I/C), World Drive Extension and I/C (Phase I), and World Drive Extension Phase III.

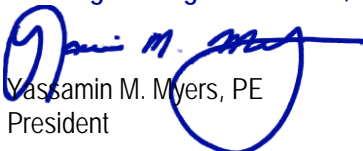
**Contract Understanding:** With extensive experience in continuing services contracts, TLP understands the requirements and expectations of these agreements. Successfully managing three such contracts simultaneously demonstrates our capacity to handle multiple TWOs under compressed schedules. As our continuing services contracts with FDOT-5 and Orange County near their term limits, TLP is well positioned for this opportunity.

**TLP is located 15 miles from CFTOD:** Our mailing/street address is 450 S. Orange Avenue, Suite 600, Orlando, FL 32801, enabling us to efficiently support CFTOD's in-person needs – design, construction meetings, site visits, and more. -as we have the past 14 years.

I am the primary point of contact, authorized for negotiations and contract signing, and have served as Project Manager for all our CFTOD MSA contracts. With over 35 years of Project Management experience on MSAs, CSCs, and numerous transportation projects, I have consistently exceeded clients' schedule, budget, and quality goals. I can be reached via email at [yassi.myers@tlpeng.com](mailto:yassi.myers@tlpeng.com) or by phone at 407.901.5061. We look forward to a favorable response and the opportunity to continue serving CFTOD.

Sincerely,

**TLP Engineering Consultants, Inc.**



Yassamin M. Myers, PE  
President

**TLP ENGINEERING CONSULTANTS**

450 S ORANGE AVE | SUITE 600 | ORLANDO, FL 32801

Tel 407.901.5060 | [www.tlpeng.com](http://www.tlpeng.com)



**B. QUALIFICATIONS/EXPERIENCE:** TLP has an exceptional track record in Continuing Services Contracts (CSC), District Wide Drainage Contracts (DW), and General Engineering Services Contracts (GEC), *with over 25 contracts and more than 100 TWOs*, serving as both prime and subconsultant. These contracts include *CFTOD's 2011 General Engineering Services (#C002183) with 9 TWOs, 2018 MSA (#M000087) with 13 TWOs and 2021 MSA (#M000191) with 9 TWOs* - collectively called MSAs - and 10 contracts for FDOT and three (3) for Orange County. In addition, TLP's key staff has extensive experience with on-call contracts completing over 400 TWOs. Our team has an in-depth understanding of CFTOD and FDOT criteria and guidelines, EPCOT building codes and CFTOD requirements - particularly as they relate to mobility and safety for District patrons. TLP is extremely familiar with the EPCOT building code through our involvement in numerous projects for WDW and within WDW property.

**Project Manager and Discipline Leads:**

**Yassi Myers, PE - Project Manager.** Over the last 35+ years, she has managed *seven (7) MSA/CSC contracts* delivering over 50 TWOs as well as *six (6) CFTOD roadway design projects*. A sample of her similar projects include CFTOD MSAs mentioned above, FDOT-5 CSC, Orange County CSCs, World Drive Extension and I/C (Phase I), World Drive Extension (Phase III), I-4 Slip Ramp and I-4 Slip Ramp/Buena Vista Drive I/C, Buena Vista Drive Widening, Buena Vista Drive/EPCOT Center Drive I/C Modification and the Western Way. Yassi also managed CFTOD's Bi-Annual Bridge Inspection and the I-4/World Drive I/C projects.

**Steve Dickison, PE - Deputy Project Manager and Roadway Lead Engineer.** With over 28 years of experience in transportation design, particularly for interstate, expressway and I/C projects, Steve has worked on *eight (8) CSCs, including three (3) CFTOD MSAs and five (5) CFTOD roadway design projects*. Steve's representative projects include CFTOD MSAs mentioned above, FDOT-5 CSC, World Drive Extension and I/C (Phase I), World Drive Extension (Phase III), I-4 Slip Ramp and I-4 Slip Ramp/Buena Vista Drive I/C, Buena Vista Drive Widening, and Buena Vista Drive/EPCOT Center Drive I/C Modification.

**Eric Whitehart, PE - Senior Roadway Engineer & MOT Lead.** Eric has 20 years of experience in transportation design for a variety of project types ranging from minor roadway/RRR to limited access expressways and interchanges. Eric has worked on *six CSCs, including two CFTOD 2013 and 2018 MSAs and three CFTOD roadway design projects*. Eric's representative projects include CFTOD MSAs listed above, FDOT-5 CSC, Orange County CSCs, World Drive Extension and I/C (Phase I), World Drive Extension (Phase III), and I-4 Slip Ramp and I-4 Slip Ramp/Buena Vista Drive I/C, and Buena Vista Drive/EPCOT Center Drive I/C Modification.

**Mike Waddell, PE - Structures Lead Engineer.** Mike has over 40 years of experience designing bridges for roadways, expressways and interchanges. *Mike has led the structural design for over 20 expressway and I/C projects, nine (9) GEC/DW/CSC/MSAs, including two CFTOD MSAs.* Similar projects include CFTOD's 2018 and 2021 MSAs, FDOT-5 CSC, World Drive Extension Phase III, EPCOT Resorts Boulevard Bridge Replacements, and Western Way. Mike also served as Structural Engineer on CFTOD's Annual Water Control Structures Inspections, and Bi-Annual Bridge Inspections.

**Jon Brazee, PE - Senior Structural Engineer.** He has over 40 years of experience designing and constructing roadway and bridge projects. *Jon has performed design, inspection, and construction assistance services for CFTOD for over 35 years under MSAs.* His work has also included emergency response services within the District. As a previous employee of CFTOD, Jon developed design and construction scopes of services and managed design and construction projects, including rehabilitation of 18+ water control structures, bridges on EPCOT Center Drive, EPCOT Resorts Blvd and the Bear Island Road over the 405 Canal. Other similar projects include CFTOD's 2011, 2018 and 2021 MSAs, FDOT-5 CSC, I-4 Slip Ramp and I-4 Slip Ramp/Buena Vista Drive I/C, Buena Vista Drive Widening, Buena Vista Drive/EPCOT Center Drive I/C Modification. Jon also served as Structural Engineer on CFTOD's Annual Water Control Structures Inspections and Bi-Annual Bridge Inspections.

**Jim Myers, PE - Drainage & Permitting Lead Engineer.** He has 38 years of experience in drainage design and permitting on numerous minor and major projects. *He has been the lead drainage and permitting engineer for 13 DW/CSC/MSA contracts, including three CFTOD MSAs and six CFTOD roadway design projects.* Jim's representative projects include CFTOD MSAs mentioned above, FDOT-5 CSC and DW Drainage, World Drive Extension and I/C (Phase I), World Drive Extension (Phase III), I-4 Slip Ramp and I-4 Slip Ramp/Buena Vista Drive I/C and Buena Vista Drive Widening.

**DRMP** will support TLP with **ITS, Signals, Lighting, Planning/PD&E, and Survey & Mapping services**. The key staff assigned to this contract have extensive experience working on numerous CFTOD and CSC contracts, many of which involved TLP. The following represents the experience of the lead engineers for each discipline:

**Bill Moss, PE, RSP1, Lead Traffic, Signal and ITS Engineer.** Bill has over 20 years of experience in traffic operations and has worked on numerous CSC, DW and CFTOD design projects. Bill was traffic EOR on CFTOD's World Drive Phase II and Floridian Place as well as Orange County CSC and FDOT-5 DW Misc. Design projects.

**Jim Highland, PE, Lead Lighting Engineer.** Jim has over 22 years of experience in lighting design and has worked on numerous CSC and CFTOD design projects. Jim was the LED Lighting EOR

for CFTOD's Floridian Place project and was also involved with the CSC projects for City of Orlando, City of Lakeland, and Escambia County.

**Jocelyn Pritchett, PE, Lead Planning & PD&E Study.** Jocelyn has over 33 years of experience leading planning and PD&E projects. She has worked on numerous studies and understands NEPA and FDOT's PD&E requirements. Representative projects include FDOT-3 Multi-Use Path PD&E Study, FDOT-FTE's Turnpike Widening Study and Central Polk Parkways PD&E Re-evaluation.

**Frank Lopez, PSM, Lead Survey & Mapping.** Frank has over 22 years of experience successfully completing countless projects throughout Central Florida. He has performed survey services for many CFTOD projects including World Drive DMS Truss Design, World Drive Phase II and World Drive Extension Phase III. His experience also includes CSC contracts such as the City of Winter Park.

**Chen Moore and Associates (CMA)** will be responsible for incidental **Electrical Utility Design** and incidental **Landscaping**. **Freeman Bass, PE**, (10 years exp.) will lead the **Electrical Utility Design**. His past CFTOD experience is extensive and includes World Drive Extension Phase III, Project U, Live Front Dead Front Phase 2, Switch Station 60 Removal, and Osceola Parkway and Victory way Utility and Roadway Relocation. **Jason Sutton, PLA**, (22 years exp.) will lead **Landscape Design**. His experience includes FDOT-1's Continuing DW Landscape Design and FDOT-FTE's SR 528 Brightline Landscape Buffer Phases 1 and 2 and Central Polk Parkway/Pace Road Landscape. They both have extensive experience with numerous CSC projects.

**CHA and Associates (CHA)** will be responsible for incidental **Utility Relocation Design** including **water, wastewater, reclaimed, gas and chiller lines**. **Stefano Ceriana, PE, LEED AP**, (25 years exp.) will lead this effort. He has extensive knowledge of water and wastewater utility projects, including pipeline (pressure and gravity) and lift station design. His CFTOD projects include World Drive Extension and I/C (Phase I) and World Drive Extension Phase III.

**Geotechnical and Environmental Consultants, Inc. (GEC)** will be responsible for the **Geotechnical** effort. **William Fox, PE**, (30 years exp.), will lead this effort. He has performed geotechnical engineering and construction materials testing services for numerous CSCs, as well as major transportation infrastructure projects for FDOT. Bill has served as Contract Manager for the City of Orlando's Continuing Geotechnical and Materials Testing Contract RQS21-0230, City of Oviedo's Geotechnical Services Continuing Contract RFQ19-34 and the St. Johns River Water Management District Continuing Services Contract #37431. **GEC has been involved with every TLP design project for CFTOD, as well as FDOT-5 and Orange County CSC projects.**

### Three Relevant Projects:

**CFTOD Master Agreement for Professional Services (2011, 2018, 2021):** TLP was selected to provide miscellaneous engineering services with varying scopes. More specifically, these assignments have included a wide variety of projects including plans reviews, bi-annual bridge inspections, annual water control structure inspections, intersection improvement/median closure, roadway sight safety analysis, bridge superstructure replacement, as-built load ratings, canal pipe replacement, pedestrian bridge inspections, passing sight distance analysis, roadway improvement conceptual analysis, seawall design and plans, etc. A sample of specific assignments includes analysis and design of Superstructure Replacement for EPCOT Center Drive WB over EPCOT Center Entrance, Sight Safety Analysis of WB Off-Ramp from Osceola Parkway to SB World Drive, Bridge Inspection Monitoring Program, Seawall Design and Plans for Village Canal, BVD Median Closure at Saratoga Design and Plans, and Conceptual Analysis of Seven Seas Drive Improvements,

**FDOT-5 Continuing Services Contract No. 031 for Roadway Design (CAB40):** TLP was selected as prime consultant to provide engineering design, construction plans preparation and post design services on a Task Work Order (TWO) authorization basis. More specifically, this contract has involved milling and resurfacing (with cross slope correction), safety improvements, sidewalks, and intersection and signal improvements. The following is a sample of projects for which the design phase has been completed under this contract:

SR 33/SR 50: TLP conducted a roadway alternative analysis, final design, construction documents, permits, and specifications to improve SR 50 Eastbound from West of Groveland Bifurcation to Crittenden Street through downtown Groveland. Improvements included milling and resurfacing, speed management strategies such as curb bulb-outs with on-street parking, sidewalks, mid-block pedestrian crosswalks and removal of abandoned existing driveways.

US 17/92: TLP provided alternative alignment options, final design, construction documents, permits, and specifications to widen and provide milling and resurfacing along US 17/92 under I-4; widen the I-4 EB and WB exit ramps approaching the US 17/92 intersections, realign the US 17/92/Monroe Street intersection; and widen West Seminole Boulevard. Other design elements included coordination with the Cross Seminole shared use trail, Central Florida Zoo, and Botanical Gardens.

SR 11: TLP provided final design and preparation of construction documents, permits and specifications to mill and resurface (with cross section correction) and provide safety improvements to approximately 15 miles of SR 11 in Flagler County. Project included implementation of a target speed transition zone from 60 mph to 30 mph within downtown Bunnell utilizing horizontal shifts, median splitter islands and chicanes with raised cross walks in the downtown area.

**Orange County Florida Public Works Dept. Continuing Design Services (Y12-905-D):** TLP was selected to provide Orange County with a variety of miscellaneous engineering services including studies, preliminary engineering, and final design through task authorizations under this contract. More specifically, this contract involved roadside safety studies, pavement evaluations, signal improvements, intersection improvements, sidewalk projects and a bridge replacement. TLP managed 12 TWOs under this contract, with 3-4 running simultaneously. The following is a sample of projects for which the design phase - and in most cases, construction - has been completed under this contract:

**Dean Road/Curameng Drive Intersection Improvements:** This project involved widening Curameng Drive to accommodate a new right-turn lane from WB Curameng Drive to NB Dean Road. This project also included milling and resurfacing and upgrading the existing curb ramps and pedestrian signal poles.

**Turkey Lake Road Weight Limit Evaluation:** TLP conducted a preliminary engineering study to evaluate Turkey Lake Road from Vineland Road to Conroy Windermere Road to determine whether a 5-Ton weight limit was necessary. This involved assessing the existing pavement condition and identifying any corrugated metal culverts under Turkey Lake Road that could justify the weight limit. The results of this study were documented in a Technical Memorandum.

**CR 535 at Chase Road/Sawyer Drive Intersection Improvements:** This project involved design and construction plans for replacing an existing span wire signal with a new mast arm signal in accordance with Orange County standards. This project also included the implementation of a video detection system and the addition of crosswalks across all four legs of the intersection.

The table below represents the team's work group qualifications, as well as their primary roles on this contract.

Work Group	Description	Prime	Subconsultants			
		TLP	DRMP	CMA	CHA	GEC
2.0	PD&E Studies		★	X	X	
3.1	Minor Highway Design	★	X	X	X	
3.2	Major Highway Design	★	X	X	X	
3.3	Controlled Access Highway Design	★	X		X	
4.1.1	Miscellaneous Structures	★	X		X	
4.1.2	Minor Bridge Design	★	X		X	
4.2.1	Major Bridge Design - Concrete		★		X	
4.2.2	Major Bridge Design - Steel	★	X		X	
6.1	Traffic Engineering Studies		★		X	
6.2	Traffic Signal Timing		★		X	
7.1	Signing, Pavement Marking, and Channelization	★	X	X	X	
7.2	Lighting		★	X	X	
7.3	Signalization		★	X	X	
8.1	Control Surveying		★			
8.2	Design, Right of Way, and Construction Surveying		★			
8.3	Photogrammetric Mapping		★			
8.4	Right of Way Mapping		★			
9.1	Soil Exploration					★
9.2	Geotechnical Classification Lab Testing					★
9.3	Highway Materials Testing					★
9.4	Foundation Studies					★
9.5	Geotechnical Specialty Lab Testing					★
11.0	Engineering Contract Administration and Management		★		X	
13.5	Subarea/Corridor Planning		★		X	
15.0	Landscape Architect			★		
	Utility Design			★	★	

★ Primary Role

**EXHIBIT D - CONSULTANT PROPOSAL  
AGREEMENT NO. C006819**



***Florida Department of Transportation***

**RON DESANTIS  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JARED W. PERDUE, P.E.  
SECRETARY**

February 10, 2025

Yassamin Myers, President  
TLP ENGINEERING CONSULTANTS, INC.  
450 East Orange Avenue, Suite 600  
Orlando, Florida 32801

Dear Ms. Myers:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 3.3 Controlled Access Highway Design
  
- 4.1.1 Miscellaneous Structures
- 4.1.2 Minor Bridge Design
- 4.2.2 Major Bridge Design - Steel
  
- 5.4 Bridge Load Rating
  
- 7.1 Signing, Pavement Marking and Channelization

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at [marie.castaneda@dot.state.fl.us](mailto:marie.castaneda@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,

A handwritten signature in blue ink that reads "Marie Castaneda". The signature is written in a cursive, flowing style.

Marie Castaneda  
Professional Services Qualification Administrator

MC/cbkh





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

April 22, 2024

Lisa Greene, Vice President  
DRMP, INC.  
941 Lake Baldwin Lane  
Orlando, Florida 32814

Dear Ms. Greene:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2        - Project Development and Environmental (PD&E) Studies
- Group 3        - Highway Design - Roadway
  - 3.1        - Minor Highway Design
  - 3.2        - Major Highway Design
  - 3.3        - Controlled Access Highway Design
- Group 4        - Highway Design - Bridges
  - 4.1.1     - Miscellaneous Structures
  - 4.1.2     - Minor Bridge Design
  - 4.2.1     - Major Bridge Design - Concrete
  - 4.2.2     - Major Bridge Design - Steel
- Group 5        - Bridge Inspection
  - 5.1        - Conventional Bridge Inspection
  - 5.4        - Bridge Load Rating
- Group 6        - Traffic Engineering and Operations Studies
  - 6.1        - Traffic Engineering Studies
  - 6.2        - Traffic Signal Timing
  - 6.3.1     - Intelligent Transportation Systems Analysis and Design
  - 6.3.2     - Intelligent Transportation Systems Implementation
  - 6.3.3     - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7        - Traffic Operations Design
  - 7.1        - Signing, Pavement Marking and Channelization
  - 7.2        - Lighting
  - 7.3        - Signalization

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- Group 8        - Survey and Mapping
  - 8.1        - Control Surveying
  - 8.2        - Design, Right of Way & Construction Surveying
  - 8.3        - Photogrammetric Mapping
  - 8.4        - Right of Way Mapping
- Group 10       - Construction Engineering Inspection
  - 10.1       - Roadway Construction Engineering Inspection
  - 10.3       - Construction Materials Inspection
  - 10.4       - Minor Bridge & Miscellaneous Structures CEI
- Group 11       - Engineering Contract Administration and Management
- Group 13       - Planning
  - 13.3       - Policy Planning
  - 13.5       - Subarea/Corridor Planning

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

<u>LiDar Fee Schedule Rate</u>	
LiDar Mobile Equipment	\$4104 per day

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

**EXHIBIT D - CONSULTANT PROPOSAL  
AGREEMENT NO. C006819**



***Florida Department of Transportation***

**RON DESANTIS  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JARED W. PERDUE, P.E.  
SECRETARY**

January 24, 2025

Peter Moore, President/CEO  
CHEN MOORE AND ASSOCIATES, INC.  
500 W Cypress Creek Road, Suite 600  
Fort Lauderdale, Florida 33309

Dear Mr. Moore:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

- 2.0 Project Development and Environmental (PD&E) Studies
- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 5.4 Bridge Load Rating
- 7.1 Signing, Pavement Marking and Channelization
- 7.2 Lighting
- 7.3 Signalization
- 10.1 Roadway Construction Engineering Inspection
- 13.6 Land Planning/Engineering
- 15.0 Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. Your firm may pursue projects in the referenced work types with fees estimated at less than \$500,000.00.\* This status shall be valid until June 30, 2025, for contracting purposes.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

**EXHIBIT D - CONSULTANT PROPOSAL  
AGREEMENT NO. C006819**

Should you have any questions, please feel free to contact me by email at [marie.castaneda@dot.state.fl.us](mailto:marie.castaneda@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,

A handwritten signature in blue ink that reads "Marie Castaneda". The signature is written in a cursive, flowing style.

Marie Castaneda  
Professional Services Qualification Administrator



**EXHIBIT D - CONSULTANT PROPOSAL  
AGREEMENT NO. C006819**



***Florida Department of Transportation***

**RON DESANTIS  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JARED W. PERDUE, P.E.  
SECRETARY**

June 11, 2024

Phillip Stevens, Senior Vice President  
CHA CONSULTING, INC.  
3 Winners Circle, Suite 100  
Albany, New York 12205

Dear Mr. Stevens:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

- 2.0 Project Development and Environmental (PD&E) Studies
  - 3.1 Minor Highway Design
  - 3.2 Major Highway Design
  - 3.3 Controlled Access Highway Design
  - 4.1.1 Miscellaneous Structures
  - 4.1.2 Minor Bridge Design
  - 4.2.1 Major Bridge Design - Concrete
  - 4.2.2 Major Bridge Design - Steel
  - 5.1 Conventional Bridge Inspection
  - 5.4 Bridge Load Rating
  - 6.1 Traffic Engineering Studies
  - 6.2 Traffic Signal Timing
  - 6.3.1 Intelligent Transportation Systems Analysis and Design
  - 6.3.2 Intelligent Transportation Systems Implementation
  - 6.3.3 Intelligent Transportation Traffic Engineering Systems Communications
  - 6.3.4 Intelligent Transportation Systems Software Development
  - 7.1 Signing, Pavement Marking and Channelization
  - 7.2 Lighting
  - 7.3 Signalization
  - 10.1 Roadway Construction Engineering Inspection
  - 10.3 Construction Materials Inspection
  - 10.4 Minor Bridge & Miscellaneous Structures CEI
  - 10.5.1 Major Bridge CEI - Concrete
  - 10.5.2 Major Bridge CEI - Steel

**EXHIBIT D - CONSULTANT PROPOSAL  
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- 11.0        Engineering Contract Administration and Management
  
- 13.4        Systems Planning
- 13.5        Subarea/Corridor Planning
- 13.6        Land Planning/Engineering
- 13.7        Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

**EXHIBIT D - CONSULTANT PROPOSAL  
AGREEMENT NO. C006819**



***Florida Department of Transportation***

**RON DESANTIS  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JARED W. PERDUE, P.E.  
SECRETARY**

June 30, 2024

Rachel Andre, President  
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.  
919 Lake Baldwin Lane  
Orlando, Florida 32814

Dear Ms. Andre:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

- 9.1 Soil Exploration
- 9.2 Geotechnical Classification Laboratory Testing
- 9.3 Highway Materials Testing
- 9.4.1 Standard Foundation Studies
- 9.4.2 Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 Geotechnical Specialty Laboratory Testing
  
- 10.3 Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,

A handwritten signature in blue ink that reads "Carliayn Kell". The signature is written in a cursive, flowing style.

Carliayn Kell  
Professional Services  
Qualification Administrator



# Detailed Consultant Analysis Report Statewide

Consultant Business Name	Consultant Information						Statewide								
	Staffing Levels			Audit Level	Performance Grades		Volume of Work Past 5 Years (Net)	# CN's Past 5 yrs.	\$ Amounts Awarded Past 12 Months		# CN's Past 1 yr.				
	Elsewhere		Sm.						Prime (Net)	Sub					
	Florida	Prof. Tech.	Prof.									Tech.	Bus.	DBE	
TLP ENGINEERING CONSULTANTS, INC.	18	7	2	0	No	Yes	Unlimited	3.8	4.2	4.3	■	■	■	■	■

Note: Performance evaluation averages contain ratings on contracts scored within the past 5 years.  
\$ Amounts=Awards/1000  
Sm. Bus. - Small Business; DBE - Disadvantaged Business Enterprise  
Volume of Work Past 5 Years=Net dollars awarded when prime + dollars awarded as a sub-consultant

Unlimited means technical prequalification + unlimited audit (firm may pursue projects of any dollar amount)  
Technical Qual. means technical prequalification only; firms limited to less than \$500K per contract  
Pending means an unlimited audit was submitted; approval pending. Contact Prequal Administrator or co.profserv@dot.state.fl.us

Residual \$ Amounts represents the aggregate sum of residual encumbrance balances for all the prime consultant's contracts. Breakout of residual amounts by prime and subconsultants is not available. Data source: Contract Funds Management System.

Note: All selected prequalified consultants are included in this report.

**D. PROJECT UNDERSTANDING, APPROACH AND MANAGEMENT PLAN:**

The TLP Team has a deep understanding of TWO-based contracts, including the production peaks and wide range of task assignments that must be addressed promptly while meeting standards and delivering a high-quality product. The TLP Team has extensive resources to support this contract, with employees who have significant experience not only with CSC contracts but also with CFTOD.

TLP's key staff have worked with CFTOD for nearly 30 years, personally witnessing and supporting the growth and infrastructure improvements throughout the District. We understand the types of task work orders that will be issued under this contract and have demonstrated to the District that TLP is highly responsive and capable since TLP's first MSA with CFTOD in 2011.

The RFP has a comprehensive list of potential projects under this contract. Since 2011, through our MSAs with CFTOD, *TLP has successfully executed the majority of project types listed in the RFP.* These have included annual water control inspections, bi-annual bridge inspections, bridge inspection management and monitoring, water control structure repairs, bridge rehabilitations, culvert replacement and rehabilitations, milling and resurfacing, safety studies, safety repairs, intersection analysis and improvements, plans reviews, conceptual design analysis, and emergency response assistance. The following is a listing of these projects:

- Bi-Annual Bridge Inspections
- Annual Water Control Structures Inspections
- Bi-Annual Pedestrian Bridge Inspections for Bridge Nos. 756046, 756047, and 756048
- Annual Bridge Inspection Management Services
- Ramp D/Parking Garage Investigation
- EPCOT Center Drive Bridge (No. 756009) Superstructure Replacement
- As-Built Bridge Load Rating for Bridge Nos. 756009, 756010, and 756012
- Emergency Response for S-405 Repair
- Village Canal Seawall Design
- EPCOT Resorts Blvd. Bridge Replacements
- Plans Reviews
- Load Rating for Bridge Nos. 756050 and 756051
- Buena Vista Drive North Median Closure
- Hartzog Road Sight Distance Analysis
- L-107 Canal Pipe Replacement
- Construction Scope Narrative for S-12, S-13, S101 Repair

TLP has delivered many of the remaining services outlined in the RFP through the individual preliminary engineering and final design projects for CFTOD and other clients, as well as our CSC with FDOT-5 and Orange County.

The following further emphasizes TLP's expertise with some project types listed in the RFP:

**Roadway Design**

TLP has successfully delivered numerous projects, ranging from CSC TWO requiring simple roadway design to the \$369M HEFT project, which involved complex roadway design, 7 miles of expressway, three interchanges, and 17 bridges. TLP's CFTOD design and MSA projects showcase our capability and resources to manage any TWO involving roadway design.

**Maintenance of Traffic (MOT)**

MOT is a crucial aspect of any project, especially within the District, where millions of visitors navigate its infrastructure. Our MOT concepts focus on safety, minimizing impacts to the traveling public, minimizing lane closures, identifying best time frames for milling and resurfacing operations, and ensuring safe work zones by determining areas for construction access and staging. *Eight (8) of TLP's professional engineers have Advanced Temporary Traffic Control (TTC) certification.* TLP has successfully delivered numerous projects, from CSC TWOs requiring simple MOT to major projects involving complex MOT concepts with multiple phases and stages. Our MOT designs keep both contractor and CEI needs in mind, maximizing work zones to enhance worker and inspector safety. They follow a logical path, considering long-lead time items and general sequencing of construction activities to allow for greater contractor flexibility and innovation. We also utilize the MOT design process as an intermediate discipline consistency check, identifying and resolving potential discipline to discipline conflicts and constructability conflicts – such as conflicts between light/signal poles, drainage structures/pipes and utilities - well before final plans go to bid. This provides an extra layer of quality control before the official QC review, improving overall constructability and coordination.

**Milling and Resurfacing and Pavement Design**

TLP has delivered numerous projects involving pavement evaluation and milling and resurfacing under our CSC for FDOT-5. The following is a sample of these projects:

- SR 11 RRR from Volusia County Line to SR 5 (US1): This project involved evaluating the pavement conditions and crack depths, milling and resurfacing 15 miles of SR 11, cross slope correcting several locations, minor widening at US 1 intersection, adding new sidewalk and shared-use path, and reconfiguring crosswalks and curb cut ramps at US 1 intersection.

### Sidewalk and Multi-Use Path

Through our CSC for FDOT-5 and Orange County, TLP has extensive experience with these types of TWOs. The following is a sample of these projects:

- Dr. Love Road, Moselle Avenue, Nela Avenue: These were bundled under one TWO and required adding a sidewalk to one side of each roadway. All involved replacing the existing swale with a closed storm sewer system within fairly flat watersheds and tight R/W. The Nela Avenue project also required obtaining FDOT Driveway Connection and Utility Connection Permits.

### Roadway Intersection Design

Most TLP projects include modification to an existing intersection to increase capacity and/or upgrade them to the current standards. Some projects include conducting an intersection control evaluation to determine the most feasible concept, for a new intersection or improving an existing one, based on project parameters and constraints. One intersection concept, the roundabout, has proven to enhance safety by reducing severe crashes while improving traffic efficiency, accommodating aesthetic features, and reducing maintenance cost. TLP has designed over 20 roundabouts in recent years, *three of which are utilized in our World Drive Extension Phase III project.*

Through our CSC for FDOT-5 and Orange County, TLP has modified several existing intersections to increase throughput capacity and/or upgrade them to the current standards. The following is a sample of an intersection improvement project.

- CR 535 at Chase Road/Sawyer Drive Intersection Improvements: This project involved design and construction plans for replacing an existing span wire signal with a new mast arm signal in accordance with Orange County standards. This project also included implementation of a video detection system and the addition of crosswalks across all four legs of the intersection

### Drainage, Hydrologic & Hydraulics

TLP's drainage staff brings over 120 years of combined experience to the District's projects. TLP has completed numerous projects with varying drainage complexities, from those involving simple roadside swales and a few drainage structures to major projects requiring hydrologic and hydraulic analysis and design for 740 storm drain structures, seven stormwater ponds, 2,400 feet of Exfiltration Trench, and 24 linear stormwater treatment swales. We are very familiar with CFTOD, FDOT and SFWMD guidelines and permitting criteria.

TLP has completed eight (8) Bridge Hydraulic Reports (BHR) in the last 10 years for bridges that are modified for various roadway projects. In addition, TLP prepared the BHR for CFTOD involving the widening of the Buena Vista Drive bridges over the L-101 Canal

to determine potential scour issues. Also, Jim Myers was the Lead Engineer for the preparation of the BHR for the seven bridges in series over the C-1 Canal for the original layout of the EPCOT Center Blvd./Buena Vista Drive I/C.

### Drainage Studies and Improvements

TLP has conducted multiple Drainage Studies that resulted in recommended improvements, including enhanced stormwater management systems, flood studies and evaluations, and updating regional stormwater models. TLP was retained by WDW FAM to provide a Property-Wide Stormwater Facility Inspections for 212 stormwater facilities currently maintained by WDW. The inspections identified maintenance issues relative to the existing berms, vegetation growth in ponds, control structures, and inflow and outflow pipes. The issues were prioritized according to their impact on the function of the existing facility. Other recent Drainage Studies include an update to the Miami-Dade County's Master Flood Study for the realignment and closing of the Golden Glades Canal with a 96" pipe, an update to the City of Orlando Regional Stormwater Model covering Lake Lorna Doone and OBT Corridor Improvements encompassing 2,100 acres in western portions of the City of Orlando, a flood evaluation of the Deep Creek/Tiger Bay Watershed encompassing 21,800 acres and 30 cross drains under I-4, and Kimberly Lake Drainage Basin Improvements involving an area prone to extreme chronic flooding in which a study was prepared to identify alternate solutions to mitigate the flooding issues.

### Drainage Master Plan

TLP staff have been involved in the preparation of multiple Drainage Master Plans. In fact, Jim Myers was a member of the 1991 Gee & Jenson team that developed the original UNET Model for CFTOD. Other Drainage Master Plans include the Little Lake Howell Basin Study which involved identification of system deficiencies and development of solutions for approximately 4.4 square miles in western portions of Seminole County. TLP staff was also involved with the City of Winter Springs Stormwater Management Master Plan covering 14.3 square miles which identified system deficiencies, service capacity, and development of solutions.

### Emergency Response Assistance

We recognize that emergency response is a crucial aspect of any CSC project, but it is even more critical for the District, given millions of visitors navigating its infrastructure system. TLP has a long history of providing emergency response services for many of our CSC contracts. Under our CFTOD MSA contracts, we have delivered emergency assessments, inspections and repair designs. We provided these services to repair a damaged water control structure (S-405) after Hurricane Ian. Under our DW contract with FDOT-5, TLP has been called on to provide multiple emergency response teams consisting of three people each. Each team includes a roadway, drainage, and structures expert to quickly





assess the damage and identify potential solutions to remedy the issue. Given the TLP Team's expertise in every single discipline required for this contract, we are in a great position to offer emergency services for a wide range of situations varying from pavement evaluation to bridge rehabilitation. Our team has emergency response bags (see above picture) equipped with all necessary items to quickly and safely respond to emergencies, assess structural damage, and efficiently complete design and support construction.

#### Plans Reviews

TLP has conducted numerous design plans reviews under our FDOT-5 DW contract. TLP's review staff have attended the FDOT's Quality ERC Comments Training, ensuring the highest quality comments. The TLP Team is very familiar with the project types and the requirements of CFTOD. During plans reviews, we prioritize constructability, maintainability and biddability. TLP reviewers must also ensure adherence to established design policies, procedures, standards, and guidelines while reviewing all design products to ensure compliance and uphold good engineering practice. If desired by CFTOD, TLP can also review CADD files for completeness and consistency with design plans.

#### Incidental Utility Design

We understand that this contract will not involve major utility relocations or design. However, some TWO projects may require minor utility adjustments or relocations. Having the same consultant team handle this work would be advantageous, ensuring seamless coordination and avoiding schedule impacts. We have added CHA and CMA to the team to handle such situations and avoid any project delays.

#### Incidental Landscaping Services

We understand that the District does not intend to utilize this contract for any landscaping services. However, some TWO projects may impact existing landscaping and irrigation system. Having the same consultant team handle this work would be

advantageous, ensuring seamless integration and avoiding potential schedule delays.

#### Utility Coordination

A critical aspect of any project, especially a TWO assignment with a compressed schedule, is utilities. We will initiate coordination early and continuously track a utility conflict matrix throughout the project. Through our numerous projects for the District, TLP has extensive knowledge of the types of utilities and companies involved. In particular, our strong relationship with RCES ensures seamless coordination dealing with their utilities.

#### Management Approach

Our management approach is built around a strong team led by a seasoned Project Manager and our unique strategy for each TWO. Yassi Myers, PE will serve as the Project Manager and primary point of contact with CFTOD. Yassi is fully committed to this contract and will ensure clear communication across the team, defining TWO responsibilities and clarifying scope, schedule, budget and quality requirements. She is accountable for the overall contract, ensuring resources availability and successful achievement of all objectives.

With over 35 years of experience as a transportation engineer, Yassi has served as PM on five MSA/CSC contracts, delivering over 50 TWOs, and has managed six CFTOD roadway projects.

Steve Dickson, PE will serve as TLP's Deputy Project Manager and secondary point of contact. A design powerhouse, Steve brings over 28 years of experience leading transportation improvement projects in Central Florida. Over the last 12+ years while with TLP, he has worked on three CFTOD MSA contracts, as well as a CSC for FDOT-5 and Orange County. Steve has extensive experience with task-based service contracts, including D5's GEC, where he provided design and post-design services for more than 60 TWOs.

Beyond his TWO-based contracts, his portfolio includes complete streets/context sensitive solutions such as roundabouts and bike/pedestrian safety enhancements, as well as UWHC, miscellaneous structures, and safety initiatives. Having worked alongside Yassi for over 26 years, Steve serves as in-house transportation manager, overseeing production on each TWO to ensure the appropriate staff, including subconsultant teams, are assigned and scheduled to meet project schedules.

Working closely with Katherine Luetzow, we will assess the needs of each TWO, review relevant maintenance records, conduct a field visit, and meet with Katherine if needed to gain a comprehensive understanding of the project. We will then promptly proceed with preparing a scope of services and associated fee proposal. We will also develop a schedule for each TWO that identifies all items pacing the project and on the critical path.

We will hold regular bi-weekly progress meetings with the entire team for the duration of the TWO. While we will coordinate with the team members daily, these meetings will serve as the primary tool to formally communicate project progress, address outstanding issues, resolve critical items pacing the schedule, discuss scope creep impacting budget and schedule, follow up on action items from previous progress meeting, coordinate among different disciplines, disseminate information, review the project schedule and develop new action items. This approach has proven successful on all our CFTOD projects. Our goal is to keep the involvement of CFTOD to a minimum while keeping them informed of progress and any issues that may require their attention.

*As evident from our discussions above, our diverse expertise and deep bench allows us to tackle any project type and move expeditiously through design and construction plans phases.*



#### **E. STAFFING PLAN:**

The key to successfully delivering this contract lies in the strength of the proposed team. The TLP Team has a proven track record of working together on numerous projects and brings extensive experience working with both CFTOD as well as CSC-type contracts. This team has a deep understanding of TWO-based contracts and offers extensive resources to support this contract across all project types listed in the RFP.

Our goal for any project is to streamline the use of subconsultants, and we firmly believe this has been a key factor in our successful project deliveries. We rely on full-service firms not only to supplement areas outside our expertise, but also to provide additional resources. In addition to DRMP, we have included CHA, a full-service consultant, to support us with incidental utility work while also strengthening our team and providing a deep bench for this contract. As shown in the Work Group Table within the Qualifications/Experience section, CHA is prequalified in all categories except survey, geotechnical, and landscaping services.

Yassi Myers, our proposed Project Manager, and Steve Dickison, our proposed Deputy Project Manager, will be authorized to provide and support information, both in writing and oral presentation for TLP. The following provides the contact information for Yassi and Steve:

Yassi Myers  
President  
Phone: 407-901-5061  
Email: [yassi.myers@tlpeng.com](mailto:yassi.myers@tlpeng.com)

Steve Dickison  
Surface Transportation Manager  
Phone: 407-901-5066  
[Stephen.dickison@tlpeng.com](mailto:Stephen.dickison@tlpeng.com)

The following page represents our organizational chart, identifying the team for each discipline with the lead individual noted. Resumes for the lead individual for each discipline are provided.



**DISCIPLINE LEADS**  
Resumes Provided ♦



**Legend:**

TLP  
DRMP (1)  
CMA (2)  
CHA (3)  
GEC (4)

Yassi Myers has unparalleled experience managing complex transportation projects involving preliminary engineering and final design of major expressways, interstate and interchange projects. She has managed high profile transportation projects providing vital links for Florida Transportation. These projects include every major interstate and expressway throughout the region such as SR 408, SR 417, SR 528, I-4, I-95, I-75 and Florida's Turnpike (including HEFT). She has also managed Continuing Professional Services/Master Services Agreement and General Engineering Consultant contracts.

*The following summarizes her similar project experience:*

**Master Services Agreement #M000191, (CFTOD/RCID), Lake Buena Vista, Florida:** Project Manager for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge inspection, intersection improvement/median closure, roadway sight distance analysis and plans, canal pipe replacement, water control structure inspection, pedestrian bridge inspection, etc.

**Master Services Agreement #M000087, (CFTOD/RCID), Lake Buena Vista, Florida:** Project Manager for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge scour analysis, water control structure inspection, water control structure repairs, box culvert repair, permit package reviews, etc.

**General Engineering Consultant Services/Master Services Agreement #C002183, (CFTOD/RCID), Lake Buena Vista, Florida:** Project Manager for this contract with RCID to provide miscellaneous transportation-related engineering services including design, inspection and construction supervision activities. Specific assignments have included a wide variety of projects from bridge deck analysis for transporting a boat and trailer to analysis of light poles for structural integrity.

**World Drive Extension and Interchange, (CFTOD/RCID), Orange County, Florida:** Project Manager to provide final design and prepare construction drawings and specifications for the design of a grade separation of World Drive (an L.A. facility) over the Magic Kingdom entrance parking road. This facility connects the existing World Drive North to World Drive South allowing patrons to circumvent the Magic Kingdom parking plaza. The interchange also provides ramps to Vista Boulevard. The project includes roadway widening and reconstruction, three (3) new bridge structures, MSE walls, and relocation of communication, electrical, water and sanitary utilities.

**World Drive Extension, Phase III, (CFTOD/RCID), Orange County, Florida:** Project Manager for final design and preparation of construction drawings and specifications for the extension of World Drive from the intersection of Floridian Way/Maple Road to south of the intersection of Floridian Way/Seven Seas Drive. This new four-lane roadway includes three (3) modern roundabouts to provide access to Seven Seas Drive, the main entrance to a resort and the resort service area. The project includes new 100-foot, single-span bridges over the L-405 Canal (Pilot Canal).

**I-4 Slip Ramp and I-4 Slip Ramp / Buena Vista Drive Interchange (CFTOD/RCID), Orange County, Florida:** Project Manager for line and grade and final design and preparation of final construction documents to provide direct access



#### Areas of Expertise

**Roadway**  
Preliminary Eng.  
Final Design

#### Years of Experience

TLP: 2010-Present  
Others: 29 Years

#### Education

BSCE / 1981  
Civil Engineering  
Louisiana State University

#### Registrations

Professional Engineer  
Florida #39241  
Issued: 01/22/1988

#### Appointments

(Governor Appointed)  
Florida Board of  
Professional Engineers  
(FBPE): 2021-Present

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from I-4 westbound to a proposed parking garage along Buena Vista Drive. This new roadway is a L.A. facility and on a new alignment from I-4 westbound to the garage. This contract involved two-phased construction plans, one for a new slip ramp (off the existing I 4 westbound to SR 536/EPCOT Center Drive northbound ramp) and one for an interchange at Buena Vista Drive (BVD). This project involved three (3) new bridges and required close coordination with the Florida Department of Transportation District 5.

**Buena Vista Drive Widening, (CFTOD/RCID), Orange County, Florida:** Project Manager for line and grade design, preparation of 10% plans and peer/client reviews of final construction plans prepared by others. This project involved widening Buena Vista Drive from Hotel Plaza Boulevard to Bonnet Creek Parkway with provisions in the median for dedicated bus lanes. The plans reviews involved roadway, drainage, structures, signing/ pavement making, signalization, lighting and ITS.

**Buena Vista Drive / Epcot Center Drive Interchange Modification Concepts (CFTOD/RCID), Orange County, Florida:** Project Manager for developing several alternatives to improve the Buena Vista Drive/Epcot Center Drive interchange to address the impacts of the proposed Disney Springs and the planned widening of Buena Vista Drive. The scope for this project involved Concept Development Analysis, Comparative Analysis of Alternatives and Preparation of Concept Drawing and a Technical Memorandum. This project also involved conducting peer reviews of the preliminary and final construction documents prepared by others which included, roadway, drainage, structures, signing/pavement making, signalization, lighting and ITS.

**Annual Water Control Structures Inspection, (CFTOD/RCID), Lake Buena Vista, Florida:** Project Manager responsible for the annual inspection of 24 structures, (17 aml gates, six weirs and one gated culvert) within the RCID property. The services included above and underwater inspection of the structures and preparation of a report documenting the findings and recommendations.

**Bi-Annual Bridge Inspection, (CFTOD/RCID), Lake Buena Vista, Florida:** Project Manager responsible for the bi-annual inspection of all 43 bridges within RCID property. The services involved inspection, updating the FDOT's PONTIS system and preparing an individual report for each structure.

**Western Way, (CFTOD/RCID), Orange County, Florida:** Project Manager responsible for design and preparation of construction documents for a new four lane hybrid rural/urban roadway, with provisions for future six laning, connecting SR 429 to Buena Vista Drive. This 2.8-mile roadway involved two new bridges, one AASHTO Type IV Beam bridge over Perimeter Canal and one 1,800-foot AASHTO Type IV Beam bridge over Reedy Creek constructed utilizing "top down" construction method to minimize impacts to Reedy Creek. The scope of services also involved design and right-of-way survey and mapping, geotechnical investigation and environmental services and permitting. Construction has been completed and the roadway is open to traffic.

**Continuing Services Contract No. 031 for Roadway Design, (FDOT-5), Florida:** Project Manager for this five-year continuing roadway design services contract. Services include developing construction plans and specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements for multiple task work orders. Representative Task Work Orders include SR 50 (W. of Groveland Bifurcation to Crittenden St.) RRR, US 17-92/I-4 Interchange Improvements and SR 11 RRR. These implement the District's new safety initiatives.

**Orange County Continuing Design Services, (Orange County Public Works), Orange County, Florida:** Project Manager providing Orange County a variety of miscellaneous engineering services including studies, preliminary engineering and final design through task authorizations under this contract. More specifically, this project has involved roadside safety studies, pavement evaluations, signal improvements, intersection improvements, sidewalk projects and bridge replacement. TLP has simultaneously managed up to eleven (11) task orders on this contract.

Brent Gillette has experience in drainage and roadway design as well as construction management. His project experience includes roadway design, storm water management facility design, ditch and culvert design and environmental permitting. He has a comprehensive background in computer-aided design for plans production and various stormwater modeling software programs such as: Microstation, ASAD3, and AdiCPR 4.

*The following summarizes his project experience:*

**Master Services Agreement #M000191, (CFTOD/RCID), Lake Buena Vista, Florida:** Drainage Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge inspection, intersection improvement/median closure, roadway sight distance analysis and plans, canal pipe replacement, water control structure inspection, pedestrian bridge inspection, etc.

**Master Services Agreement #M000087, (CFTOD/RCID), Lake Buena Vista, Florida:** Drainage Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge scour analysis, water control structure inspection, water control structure repairs, box culvert repair, permit package reviews, etc.

**World Drive Extension, Phase III, (CFTOD/RCID), Orange County, Florida:** Drainage Engineer for final design and preparation of construction drawings and specifications for the extension of World Drive from the intersection of Floridian Way/Maple Road to south of the intersection of Floridian Way/Seven Seas Drive. This new four-lane roadway includes three (3) modern roundabouts to provide access to Seven Seas Drive, the main entrance to a resort and the resort service area. The project includes new 100-foot, single-span bridges over the L-405 Canal (Pilot Canal).

**EPCOT Resorts Boulevard Bridge Replacements, (CFTOD/RCID), Orange County, Florida:** Drainage Lead and Utility Engineer for final design and plans production to replace two bridges (Nos. 756022 and 756422) on EPCOT Resorts Boulevard to accommodate the required improvements to the L-403 canal. The project also involved analysis of peak particle velocity (PPV) at two resort facilities due to vibration during pile driving operations and evaluation of the effects of lengthening the west sheet pile wall (cofferdam) to act as a dampening device for reducing the vibration effects at bridge 756422. TLP also evaluated alternative non-displacement pile systems in lieu of PPC piles for vibration reduction, as well as stall H-pile foundations for the bridge structures including maximum axial capacity recommendations.

**Greenleaf Restaurant at Disney Springs (Lettuce Entertain You), (CFTOD/RCID), Orange County, Florida:** Project Engineer for the Civil and Site Layout for the new Beatrix Restaurant at Disney Springs. The project included underground utilities (potable water and sanitary sewer), drainage, site civil features and permitting with RCID/SFWMD (stormwater), WDW Environmental for (utilities), and RCID for (site work).

**Continuing Services Contract No. 031 for Roadway Design, (FDOT-5), Florida:** Drainage Engineer for this five-year continuing roadway design services contract.



#### **Areas of Expertise**

**Roadway**  
Preliminary Eng.  
Final Design

**Drainage**  
Preliminary Eng.  
Final Design

**Years of Experience**  
TLP: 2017-Present  
Others: 15 Years

**Education**  
BSCE / 2001  
Civil Engineering  
Michigan Technological  
University

**Registrations**  
Professional Engineer  
Florida #72355  
Issued: 01/29/2011

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Services include developing construction plans and specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements for multiple task work orders. Representative Task Work Orders include SR 50 (W. of Groveland Bifurcation to Crittenden St.) RRR, US 17-92/I-4 Interchange Improvements and SR 11 RRR. These implement the District's new safety initiatives.

**Orange County Continuing Design Services, (Orange County Public Works), Orange County, Florida:** Project Engineer providing Orange County a variety of miscellaneous engineering services including studies, preliminary engineering and final design through task authorizations under this contract. More specifically, this project has involved roadside safety studies, pavement evaluations, signal improvements, intersection improvements, sidewalk projects and bridge replacement. TLP has simultaneously managed up to eleven (11) task orders on this contract.

**Districtwide Miscellaneous Drainage Design (FDOT-5), Districtwide, Florida (#CAD69):** Drainage Engineer for this DW Drainage Design contract overseeing multiple Task Work Orders. The contract requirements include drainage and permit reviews (ERC applications), participation in VE studies, major and minor drainage design, complaint investigations, Sea Level Rise modeling, pipe video inspections, rehabilitation, Drainage Connection Permit reviews, as well as in-house support and emergency response support. Specific projects involve developing Engineering Studies consisting of existing condition assessments, modeling, alternative/cost analysis, and solution recommendations. Additionally, services include field inspections, research, data collection, reconnaissance, rain-day field reviews and quick mobilization in response to major storm events.

**Districtwide Environmental Permitting, (FDOT-5), Districtwide, Florida (#CAE72):** Drainage Engineer for multiple Work Orders for FDOT D5 contract. Assist with reviewing plans, calculations, reports and permit packages for compliance with FDOT D5 policies and procedures. Provide input to FDOT D5 staff regarding permit status for various on-going projects.

**Districtwide Miscellaneous Drainage Design (FDOT-5) Districtwide, Florida (#CAG49):** Drainage Engineer for multiple Work Orders for FDOT D5 contract. Assist with reviewing plans, specifications, calculations, reports, including reviewing and/or performing storm drain inspection videos and associated documents, for compliance with the standards as set forth in the FDOT Standard Specifications for Road and Bridge Construction, FDOT Drainage Manual, FDM, and the Florida Administrative Code, Chapter 14-86.

**Districtwide Miscellaneous Drainage Design (FDOT-5), Districtwide, Florida (#C9R22):** Drainage Engineer for multiple Work Orders. Projects involved developing Engineering Studies including master planning, flood evaluations and preliminary pond siting consisting of existing condition assessments, modeling, alternative analysis, and solution recommendations. Once a preferred alternative was selected, the preparation of construction plans and procuring of permits was performed. FDOT GIS database updates were also performed. Additionally, services included field inspections, research, data collection, reconnaissance, rain-day field reviews and quick mobilization in response to major storm events.

**Districtwide Miscellaneous Drainage Design (FDOT-5) Districtwide, Florida (#CA923):** Drainage Engineer for multiple Work Orders for FDOT D5 contract. Projects involved developing Engineering Studies including master planning, flood evaluations, and preliminary pond siting consisting of existing condition assessments, modeling, alternative analysis, and solution recommendations. Once a preferred alternative is selected, the preparation of construction plans and procuring of permits was performed. FDOT GIS database updates were also performed. Additionally, services included field inspections, research, data collection, reconnaissance and summarization of findings, rain day field reviews, and quick mobilization in response to major storm events.



Stephen Dickison has extensive experience in transportation design and roadway and signing and pavement marking plans development on a variety of project types ranging from major and minor roadways, expressways, and interstate highways including major multilevel interchanges. His project experience includes planning, preliminary design, final design, value engineering, interchange geometrics, maintenance of traffic, signing and pavement marking, cost estimates, utility relocation and pavement design. His expertise extends to project management and administrative activities. He has a comprehensive background in computer-aided design and plans production, utilizing MicroStation, GEOPAK, and Open Roads Designer. Other computer experience includes Microsoft Visual Basic, Word, Excel, Powerpoint, SureTrak, Primavera, AutoTurn, and GuideSign.

*The following summarizes his similar project experience:*

**Master Services Agreement #M000191, (CFTOD/RCID), Lake Buena Vista, Florida:** Project Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge inspection, intersection improvement/median closure, roadway sight distance analysis and plans, canal pipe replacement, water control structure inspection, pedestrian bridge inspection, etc.

**Master Services Agreement #M000087, (CFTOD/RCID), Lake Buena Vista, Florida:** Project Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge scour analysis, water control structure inspection, water control structure repairs, box culvert repair, permit package reviews, etc.

**General Engineering Consultant Services/Master Services Agreement #C002183, (CFTOD/RCID), Lake Buena Vista, Florida:** Project Engineer for this contract with RCID to provide miscellaneous transportation-related engineering services including design, inspection and construction supervision activities. Specific assignments have included a wide variety of projects from bridge deck analysis for transporting a boat and trailer to analysis of light poles for structural integrity.

**World Drive Extension and Interchange (CFTOD/RCID), Orange County, Florida:** Project Engineer to provide final design and prepare construction drawings and specifications for the design of a grade separation of World Drive (an L.A. facility) over the Magic Kingdom entrance parking road. This facility connects the existing World Drive North to World Drive South allowing patrons to circumvent the Magic Kingdom parking plaza. The interchange also provides ramps to Vista Boulevard. The project includes roadway widening and reconstruction, three (3) new bridge structures, MSE walls, and relocation of communication, electrical, water and sanitary utilities.

**World Drive Extension, Phase III, (CFTOD/RCID), Orange County, Florida:** Project Engineer for final design and preparation of construction drawings and specifications for the extension of World Drive from the intersection of Floridian Way/Maple Road to south of the intersection of Floridian Way/Seven Seas Drive. This new four-lane roadway includes three (3) modern roundabouts to provide access to Seven Seas Drive, the main entrance to a resort and the resort service area. The project includes new 100-foot, single-span bridges over the L-405 Canal (Pilot Canal).



#### Areas of Expertise

Roadway  
Preliminary Eng.  
Final Design

#### Years of Experience

TLP: 2012-Present  
Others: 16 Years

#### Education

BSCE/1995  
MS/1997  
Civil Engineering  
University of Florida

#### Registrations

Professional Engineer  
Florida #56129  
Issued: 07/25/2000

#### Certifications

FDOT, Advanced  
TTC/MOT Certified  
FDOT, CES Certified  
FDOT, LRE Certified  
FDOT, Specification  
Certified

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**I-4 Slip Ramp and I-4 Slip Ramp/Buena Vista Drive Interchange (CFTOD/RCID), Orange County, Florida:** Project Engineer for line and grade and final design and preparation of final construction documents to provide direct access from I-4 westbound to a proposed parking garage along Buena Vista Drive. This new roadway is a L.A. facility and on a new alignment from I-4 westbound to the garage. This contract involved two-phased construction plans, one for a new slip ramp (off the existing I 4 westbound to SR 536/EPCOT Center Drive northbound ramp) and one for an interchange at Buena Vista Drive (BVD). This project involved three (3) new bridges and required close coordination with the Florida Department of Transportation District 5.

**Buena Vista Drive Widening (CFTOD/RCID), Orange County, Florida:** Project Engineer for line and grade design, preparation of 10% plans and peer/client reviews of final construction plans prepared by others. This project involved widening Buena Vista Drive from Hotel Plaza Blvd. to Bonnet Creek Parkway with provision in the median for dedicated bus lanes. The plans reviews involved roadway, drainage, structures, signing/pavement making, signalization, lighting and ITS.

**Buena Vista Drive/EPCOT Center Drive Interchange Modification Concepts (CFTOD/RCID), Orange County, Florida:** Project Engineer for developing several alternatives to improve the Buena Vista Drive/Epcot Center Drive interchange to address the impacts of the proposed Disney Springs and the planned widening of Buena Vista Drive. The scope for this project involved Concept Development Analysis, Comparative Analysis of Alternatives and Preparation of Concept Drawing and a Technical Memorandum. This project also involved conducting peer reviews of the preliminary and final construction documents prepared by others which included, roadway, drainage, structures, signing/pavement making, signalization, lighting and ITS.

**EPCOT Resorts Boulevard Bridge Replacements, (CFTOD/RCID), Orange County, Florida:** Project Engineer for final design and plans production to replace two bridges (Nos. 756022 and 756422) on EPCOT Resorts Boulevard to accommodate the required improvements to the L-403 canal. The project also involved analysis of peak particle velocity (PPV) at two resort facilities due to vibration during pile driving operations and evaluation of the effects of lengthening the west sheet pile wall (cofferdam) to act as a dampening device for reducing the vibration effects at bridge 756422. TLP also evaluated alternative non-displacement pile systems in lieu of PPC piles for vibration reduction, as well as stall H-pile foundations for the bridge structures including maximum axial capacity recommendations.

**Continuing Services Contract No. 031 for Roadway Design, (FDOT-5), Florida:** Senior Engineer for this five-year continuing roadway design services contract. Services include developing construction plans and specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements for multiple task work orders. Representative Task Work Orders include SR 50 (W. of Groveland Bifurcation to Crittenden St.) RRR, US 17-92/I-4 Interchange Improvements and SR 11 RRR. These implement the District's new safety initiatives.

**Orange County Continuing Professional Engineering Design Services, Orange County, Florida:** Senior Engineer for providing Orange County a variety of miscellaneous engineering services including studies, preliminary engineering and final design through task authorizations under this contract. More specifically, this project has involved roadside safety studies, pavement evaluations, signal improvements, intersection improvements, sidewalk projects and bridge replacement. TLP has simultaneously managed up to eleven (11) task orders on this contract.

**Econlockhatchee Trail Widening (Orange County), Orange County, Florida:** Roadway Design Engineer responsible for design and preparation of final construction documents for widening Econ Trail from two lanes to a four-lane urban section from south of Lake Underhill Road to SR 50. This project also involved one bridge widening over SR 408 and design of a dual box culvert, 4000 feet in length. The scope of services for this project also involved environmental permitting, geotechnical investigation, design and right-of-way survey and mapping.



Eric Whikehart has experience in roadway and drainage design and plans development on a variety of project types ranging from minor to major roadways, expressways and interchanges. His project experience includes roadway design, pavement design, temporary traffic control design, primary and secondary drainage design, permitting support, construction administration and plans production. He has a comprehensive background in computer-aided design and plans production, utilizing MicroStation, GEOPAK, and Open Roads Designer. Other computer experience includes stormwater modeling ICPR.

*The following summarizes his similar project experience:*

**Master Services Agreement #M000191, (CFTOD/RCID), Lake Buena Vista, Florida:** Project Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge inspection, intersection improvement/median closure, roadway sight distance analysis and plans, canal pipe replacement, water control structure inspection, pedestrian bridge inspection, etc.

**Master Services Agreement #M000087, (CFTOD/RCID), Lake Buena Vista, Florida:** Project Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge inspection, intersection improvement/median closure, roadway sight distance analysis and plans, canal pipe replacement, water control structure inspection, pedestrian bridge inspection, etc.

**World Drive Extension and Interchange (CFTOD/RCID), Orange County, Florida:** Senior Roadway Engineer to provide final design and prepare construction drawings and specifications for the design of a grade separation of World Drive (an L.A. facility) over the Magic Kingdom entrance parking road. This facility connects the existing World Drive North to World Drive South allowing patrons to circumvent the Magic Kingdom parking plaza. The interchange also provides ramps to Vista Boulevard. The project includes roadway widening and reconstruction, three (3) new bridge structures, MSE walls, and relocation of communication, electrical, water and sanitary utilities.

**World Drive Extension, Phase III, (CFTOD/RCID), Orange County, Florida:** Roadway Engineer for final design and preparation of construction drawings and specifications for the extension of World Drive from the intersection of Floridian Way/Maple Road to south of the intersection of Floridian Way/Seven Seas Drive. This new four-lane roadway includes three (3) modern roundabouts to provide access to Seven Seas Drive, the main entrance to a resort and the resort service area. The project includes a new 100-foot, single-span bridges over the L-405 Canal (Pilot Canal).

**I-4 Slip Ramp and I-4 Slip Ramp/Buena Vista Drive Interchange (CFTOD/RCID), Orange County, Florida:** Roadway Engineer for line and grade and final design and preparation of final construction documents to provide direct access from I-4 westbound to a new parking garage (under construction at the time) along Buena Vista Drive. This new roadway is an L.A. facility and on a new alignment from I-4 westbound to the garage. This contract involved two-phased construction plans, one for a new slip ramp (off the existing I-4 westbound to SR 536/EPCOT Center Drive northbound ramp) and one for an interchange at Buena



#### Areas of Expertise

**Roadway**  
Preliminary Engineering  
Final Design

#### Years of Experience

TLP: 2013-Present  
Others: 8 Years

#### Education

BSCE/2004  
Civil Engineering  
Florida Institute of  
Technology

#### Registrations

Professional Engineer  
Florida #70776  
Issued: 01/09/2010

#### Certifications

FDOT, Advanced  
TTC/MOT Certified  
FDOT, Specification  
Certified

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Vista Drive (BVD). This project involved three (3) new bridges and required close coordination with the Florida Department of Transportation District 5.

**Buena Vista Drive/EPCOT Center Drive Interchange Modification Concepts (CFTOD/RCID), Orange County, Florida:** Roadway Engineer for developing several alternatives to improve the Buena Vista Drive/Epcot Center Drive interchange to address the impacts of the proposed Disney Springs and the planned widening of Buena Vista Drive. The scope for this project involved Concept Development Analysis, Comparative Analysis of Alternatives and Preparation of Concept Drawing and a Technical Memorandum. This project also involved conducting peer reviews of the preliminary and final construction documents prepared by others which included, roadway, drainage, structures, signing/pavement making, signalization, lighting and ITS.

**EPCOT Resorts Boulevard Bridge Replacements, (CFTOD/RCID), Orange County, Florida:** Roadway Engineer for final design and plans production to replace two bridges (Nos. 756022 and 756422) on EPCOT Resorts Boulevard to accommodate the required improvements to the L-403 canal. The project also involved analysis of peak particle velocity (PPV) at two resort facilities due to vibration during pile driving operations and evaluation of the effects of lengthening the west sheet pile wall (cofferdam) to act as a dampening device for reducing the vibration effects at bridge 756422. TLP also evaluated alternative non-displacement pile systems in lieu of PPC piles for vibration reduction, as well as stall H-pile foundations for the bridge structures including maximum axial capacity recommendations.

**Continuing Services Contract No. 031 for Roadway Design, (FDOT-5), Florida:** Senior Engineer and Task Manager for this five-year continuing roadway design services contract. Services include developing construction plans and specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements for multiple task work orders. Representative Task Work Orders include SR 50 (W. of Groveland Bifurcation to Crittenden St.) RRR, US 17-92/I-4 Interchange Improvements and SR 11 RRR. These implement the District's new safety initiatives.

**Orange County Continuing Design Services, (Orange County Public Works), Orange County, Florida:** Project Engineer providing Orange County a variety of miscellaneous engineering services including studies, preliminary engineering and final design through task authorizations under this contract. More specifically, this contract has involved roadside safety studies, pavement evaluations, signal improvements, intersection improvements, sidewalk projects and bridge replacement. TLP has simultaneously managed up to eleven (11) task orders on this contract.

**Districtwide Miscellaneous Drainage Design (FDOT-5), Districtwide, Florida (#CAD69):** Roadway/MOT Engineer for this DW Drainage Design contract with multiple Task Work Orders. The contract requirements include drainage and permit reviews (ERC applications), participation in VE studies, major and minor drainage design, complaint investigations, Sea Level Rise modeling, pipe video inspections, rehabilitation, Drainage Connection Permit reviews, as well as in-house support and emergency response support. Specific projects involve developing Engineering Studies consisting of existing condition assessments, modeling, alternative/cost analysis, and solution recommendations. Additionally, services include field inspections, research, data collection, reconnaissance, rain-day field reviews and quick mobilization in response to major storm events.

**Districtwide Miscellaneous Design Contract No. 105 (FDOT-5), District Five, Florida:** Roadway Engineer supporting task work orders that included construction document development for roadways; structures; intersections; pedestrian/bicycle facilities; traffic control plans; geotechnical activities; surveys; drainage; signing and pavement markings; signalization; lighting; architectural drawings; utility relocations; landscaping; right-of-way maps; cost estimates; environmental permits; environmental mitigation plans and quantity computation booklets.

**Mike Waddell, PE ~ Structural Design Lead**

Mike Waddell has extensive experience in design, inspection, rehabilitation and construction of bridges and miscellaneous structures. He started out as a graduate engineer and has served for many years as a Director of Engineering and Department Manager for bridge design services. His experience includes bridge engineering for interstate and off system bridges, multi-level interchanges, major water crossings, transit and rail bridges, moveable bridges, airport facilities and pedestrian bridges.

*The following summarizes his similar project experience:*

**Master Services Agreement #M000191, (CFTOD/RCID), Lake Buena Vista, Florida:** Lead Structures Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge inspection, intersection improvement/median closure, roadway sight distance analysis and plans, canal pipe replacement, water control structure inspection, pedestrian bridge inspection, etc.

**Master Services Agreement #M000087, (CFTOD/RCID), Lake Buena Vista, Florida:** Lead Structures Engineer for this contract with RCID to provide miscellaneous transportation-related engineering services including design, inspection and construction supervision activities. Specific assignments have included a wide variety of projects from bridge deck analysis for transporting a boat and trailer to analysis of light poles for structural integrity.

**World Drive Extension, Phase III, (CFTOD/RCID), Orange County, Florida:** Chief Structural Engineer for final design and preparation of construction drawings and specifications for the extension of World Drive from the intersection of Floridian Way/Maple Road to south of the intersection of Floridian Way/Seven Seas Drive. This new four-lane roadway includes three (3) modern roundabouts to provide access to Seven Seas Drive, the main entrance to a resort and the resort service area. The project includes new 100-foot, single-span bridges over the L-405 Canal (Pilot Canal).

**EPCOT Resorts Boulevard Bridge Replacements, (CFTOD/RCID), Orange County, Florida:** Chief Structural Engineer for final design and plans production to replace two bridges (Nos. 756022 and 756422) on EPCOT Resorts Boulevard to accommodate the required improvements to the L-403 canal. The project also involved analysis of peak particle velocity (PPV) at two resort facilities due to vibration during pile driving operations and evaluation of the effects of lengthening the west sheet pile wall (cofferdam) to act as a dampening device for reducing the vibration effects at bridge 756422. TLP also evaluated alternative non-displacement pile systems in lieu of PPC piles for vibration reduction, as well as stall H-pile foundations for the bridge structures including maximum axial capacity recommendations.

**EPCOT Center Drive EB Bridges, (CFTOD/RCID), Lake Buena Vista, Florida:** Chief Structural Engineer for final design and plans production to replace the superstructures and provide pier strengthening for EPCOT Center Drive eastbound over World Drive and the EPCOT Entrance Road. The final design for this replacement bridge superstructure was updated to meet current AASHTO (LRFD) and FDOT design criteria for Bridges #756010 & #756012, revising the existing bridge deck from a 7" thick reinforced concrete deck to the current 8" design standard



**Areas of Expertise**

**Structures**  
Design & Plans  
Production

**Years of Experience**

TLP: 2017-Present  
Others: 35 Years

**Education**

BSCE/1981  
Civil Engineering  
Southern Technical  
Institute (Division of the  
Georgia Institute of  
Technology)

**Registrations**

Professional Engineer:  
Florida #37382  
Issued: 08/01/1986  
Texas #109549  
Issued: 11/14/2011

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with an additional ½" for profile adjustment grinding. Existing traffic railing barriers were updated from 32" high F-shaped barriers to the new standard of a 36" high modified F-shaped barrier with square tube. New AASHTO girders were designed for in-kind replacement with increased capacity. The design required overlay adjustments to the approach roadway to tie back to the existing roadway profile. Pier strengthening was also provided to address deficiencies. The project also included MOT, utility coordination, permitting and post design services.

**Bi-Annual Bridge Inspection, (CFTOD/RCID), Lake Buena Vista, Florida:** Structural Engineer responsible for the bi-annual inspection of all 43 bridges within RCID property. The services involved inspection, updating the FDOT's PONTIS system and preparing an individual report for each structure.

**Annual Water Control Structures Inspection, (CFTOD/RCID), Lake Buena Vista, Florida:** Structural Engineer responsible for the annual inspection of 24 structures, (17 aml gates, six weirs and one gated culvert) within the RCID property. The services included above and underwater inspection of the structures and preparation of a report documenting the findings and recommendations.

**Bi-Annual Inspection of Overhead Sign Structures, (CFTOD/RCID), Lake Buena Vista, Florida:** Structural Engineer responsible for the bi-annual inspection of all overhead sign structures within RCID property. These services included inspection of 44 structures and documenting the findings and recommendations in a report.

**Western Way, (CFTOD/RCID), Orange County, Florida:** Structural Project Engineer responsible for design and preparation of construction documents of two water crossings for a new 2.8-mile four-lane hybrid rural/urban roadway, connecting SR 429 to Buena Vista Drive. One crossing included twin AASHTO IV Beam bridges over Perimeter Canal and the second included twin 1800-foot AASHTO Type IV Beam bridges over Reedy Creek. These bridges were designed and constructed utilizing "top down" construction methodology to minimize impacts to the environmentally sensitive Reedy Creek basin. The bridges were also designed for a future six lane section.

**Continuing Services Contract No. 031 for Roadway Design, (FDOT-5), Florida:** Chief Structural Engineer for this five-year continuing roadway design services contract. Services include developing construction plans and specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements for multiple task work orders. Representative Task Work Orders include US 17-92/I-4 Interchange Improvements, SR 11 RRR and SR 50 (W. of Groveland Bifurcation to Crittenden St.) RRR. These implement the District's new safety initiatives.

**Orange County Continuing Design Services, (Orange County Public Works), Orange County, Florida:** Chief Structural Engineer providing Orange County a variety of miscellaneous engineering services including studies, preliminary engineering and final design through task authorizations under this contract. More specifically, this project has involved roadside safety studies, pavement evaluations, signal improvements, intersection improvements, sidewalk projects and bridge replacement. TLP has simultaneously managed up to eleven (11) task orders on this contract.

**Orange County GEC, (Orange County Public Works), Orange County, Florida:** Structural Project Engineer responsible for providing Orange County with miscellaneous engineering services. These services included the major widening of the existing Old Winter Garden Rd bridge over SR 408 and extension of associated MSE retaining walls.

**Districtwide Bridge Rehabilitation, (FDOT-5), Central Florida:** Project Manager responsible for ongoing District-wide miscellaneous bridge rehabilitation projects for five years. Various project assignments included: mechanical, electrical and structural rehabilitation of two bascule bridges over the St. Johns River; deck and joint rehabilitation of over 35 bridges in the Central Florida area; external post-tensioning/rehab of two main channel piers on a high level crossing of SR 40 over the ICWW; communication system design for seven movable bridges; numerous bridge widenings; external post-tensioning/deck rehabilitation of Sand Lake Road over Shingle Creek; substructure strengthening and fender system replacement. Responsibilities included inspection/investigation, design, field assessment, and construction assistance.

Jon Brazee has extensive experience in design and construction of numerous roadway and bridge projects throughout the state. The scope of services for these projects has varied from planning to preliminary engineering to final design to construction inspections to structural inspections. Jon has worked in the area of bridge inspection since 1986. He began as an assistant bridge inspector working under a Professional Engineer and upon receiving his Florida License in 1992, he became the lead inspector. Jon is also experienced in the design of Minor Bridges and Concrete Bridges since 1978. He now serves as Senior Structural Engineer with TLP.

*The following summarizes his project experience:*

**Master Services Agreement #M000191, (CFTOD/RCID), Lake Buena Vista, Florida:** Senior Structural Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge inspection, intersection improvement/median closure, roadway sight distance analysis and plans, canal pipe replacement, water control structure inspection, pedestrian bridge inspection, etc.

**Master Services Agreement #M000087, (CFTOD/RCID), Lake Buena Vista, Florida:** Senior Structural Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge scour analysis, water control structure inspection, water control structure repairs, box culvert repair, permit package reviews, etc.

**General Engineering Consultant Services/Master Services Agreement #C002183, (CFTOD/RCID), Lake Buena Vista, Florida:** Senior Structural Engineer for this contract with RCID to provide miscellaneous transportation-related engineering services including design, inspection and construction supervision activities. Specific assignments have included a wide variety of projects from bridge deck analysis for transporting a boat and trailer to analysis of light poles for structural integrity.

**EPCOT Resorts Boulevard Bridge Replacements, (CFTOD/RCID), Orange County, Florida:** Senior Structural Engineer for final design and plans production to replace two bridges (Nos. 756022 and 756422) on EPCOT Resorts Boulevard to accommodate the required improvements to the L-403 canal. The project also involved analysis of peak particle velocity (PPV) at two resort facilities due to vibration during pile driving operations and evaluation of the effects of lengthening the west sheet pile wall (cofferdam) to act as a dampening device for reducing the vibration effects at bridge 756422. TLP also evaluated alternative non-displacement pile systems in lieu of PPC piles for vibration reduction, as well as stall H-pile foundations for the bridge structures including maximum axial capacity recommendations.

**EPCOT Center Drive EB Bridges, (CFTOD/RCID), Lake Buena Vista, Florida:** Senior Structural Engineer for final design and plans production to replace the superstructures and provide pier strengthening for EPCOT Center Drive eastbound over World Drive and the EPCOT Entrance Road. The final design for this replacement bridge superstructure was updated to meet current AASHTO (LRFD) and FDOT design criteria for Bridges #756010 & #756012, revising the existing bridge deck from a 7" thick reinforced concrete deck to the current 8" design standard



#### Areas of Expertise

**Roadway**  
Preliminary Eng.  
Final Design

#### Years of Experience

TLP: 2018-Present  
Others: 2013-2018  
TLP: 2011-2013  
Others: 40+ Years

#### Education

BSCE / 1991  
Civil Engineering  
University of Central  
Florida

#### Registrations

Professional Engineer  
Florida #45816  
Issued: 08/12/1992

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with an additional ½" for profile adjustment grinding. Existing traffic railing barriers were updated from 32" high F-shaped barriers to the new standard of a 36" high modified F-shaped barrier with square tube. New AASHTO girders were designed for in-kind replacement with increased capacity. The design required overlay adjustments to the approach roadway to tie back to the existing roadway profile. Pier strengthening was also provided to address deficiencies. The project also included MOT, utility coordination, permitting and post design services.

**Bi-Annual Bridge Inspection, (CFTOD/RCID), Lake Buena Vista, Florida:** Senior Structural Engineer responsible for the bi-annual inspection of all 43 bridges within RCID property. All these bridges are qualifying structures and are inspected in accordance with National Bridge Inspection Standards. The services involved inspection, updating FDOT's PONTIS system and preparing an individual report for each structure. Mr. Brazee has been performing bridge inspection of these structures first as an assistant inspector and then as lead inspector since 1986.

**Annual Water Control Structures Inspection, (CFTOD/RCID), Lake Buena Vista, Florida:** Senior Structural Engineer responsible for the annual inspection of 24 structures, (17 aml gates, six weirs and one gated culvert) within the RCID property. The services included above and underwater inspection of the structures and preparation of a report documenting the findings and recommendations. Mr. Brazee has been performing inspection of these structures first as an assistant inspector and then as lead inspector since 1986.

**Continuing Services Contract No. 031 for Roadway Design, (FDOT-5), Florida:** Senior Structural Engineer for this five-year continuing roadway design services contract. Services include developing construction plans and specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements for multiple task work orders. Representative Task Work Orders include SR 50 (W. of Groveland Bifurcation to Crittenden St.) RRR, US 17-92/I-4 Interchange Improvements and SR 11 RRR. These implement the District's new safety initiatives.

**Districtwide Miscellaneous Drainage Design (FDOT-5), Districtwide, Florida (#CAD69):** Senior Structural Engineer for this DW Drainage Design contract overseeing multiple Task Work Orders. The contract requirements include drainage and permit reviews (ERC applications), participation in VE studies, major and minor drainage design, complaint investigations, Sea Level Rise modeling, pipe video inspections, rehabilitation, Drainage Connection Permit reviews, as well as in-house support and emergency response support. Specific projects involve developing Engineering Studies consisting of existing condition assessments, modeling, alternative/cost analysis, and solution recommendations. Additionally, services include field inspections, research, data collection, reconnaissance, rain-day field reviews and quick mobilization in response to major storm events.

**Orange County Continuing Design Services, (Orange County Public Works), Orange County, Florida:** Senior Structural Engineer providing Orange County a variety of miscellaneous engineering services including studies, preliminary engineering and final design through task authorizations under this contract. More specifically, this project has involved roadside safety studies, pavement evaluations, signal improvements, intersection improvements, sidewalk projects and bridge replacement. TLP has simultaneously managed up to eleven (11) task orders on this contract.

**SR 417 Widening from I-Drive to John Young Parkway (CFX), Orange County, Florida:** Senior Structural Engineer for final design and preparation of final construction documents for the proposed SR 417 inside widening from International Drive to John Young Parkway, a distance of 4.1 miles. This project consists of adding one general use lane and one Part Time Shoulder Use (PTSU) lane. All mainline bridges within the project limits over Hunter's Vista Boulevard, Shingle Creek, Town Loop Boulevard, and John Young Parkway will be widened to accommodate proposed improvements. Additional elements include modifications to the John Young Parkway toll plaza and milling and resurfacing of all existing pavement within the project limits.



James Myers has in-depth experience in a variety of transportation, site civil/land development and utility projects involving planning, designing and permitting. He specializes in stormwater management and environmental permitting and is a leader in the field, providing clients with cost-effective, innovative and functional designs. In the engineering profession, he has completed numerous high-profile projects involving master planning, concept development, final design and construction administration. These projects have included every major interstate and expressway in Florida and include I-4, I-75, I-95, I-10 and SR 528. Most recently, he has been trained in sea level rise analysis and contributed to the proposed criteria which will address sea level rise for coastal infrastructure projects.

Mr. Myers has extensive permitting experience that includes procuring surface water and environmental permits from the St. Johns River Water Management District, South Florida Water Management District, Southwest Florida Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation, Federal Aviation Administration, Army Corps of Engineers and Environmental Protection Agency.

*The following summarizes his similar project experience:*

**Master Services Agreement #M000191, (CFTOD/RCID), Lake Buena Vista, Florida:** Lead Drainage Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge inspection, intersection improvement/median closure, roadway sight distance analysis and plans, canal pipe replacement, water control structure inspection, pedestrian bridge inspection, etc.

**Master Services Agreement #M000087, (CFTOD/RCID), Lake Buena Vista, Florida:** Lead Drainage Engineer for this contract with RCID to provide miscellaneous engineering services varying in scope. Specific assignments have included a wide variety of projects including plans reviews, bridge scour analysis, water control structure inspection, water control structure repairs, box culvert repair, permit package reviews, etc.

**General Engineering Consultant Services/Master Services Agreement #C002183, (CFTOD/RCID), Lake Buena Vista, Florida:** Lead Drainage Engineer for this contract with RCID to provide miscellaneous transportation-related engineering services including design, inspection and construction supervision activities. Specific assignments have included a wide variety of projects from bridge deck analysis for transporting a boat and trailer to analysis of light poles for structural integrity.

**World Drive Extension and Interchange, (CFTOD/RCID), Orange County, Florida:** Lead Drainage Engineer to provide final design and prepare construction drawings and specifications for the design of a grade separation of World Drive (an L.A. facility) over the Magic Kingdom entrance parking road. This facility connects the existing World Drive North to World Drive South allowing patrons to circumvent the Magic Kingdom parking plaza. The interchange also provides ramps to Vista Boulevard. The project includes roadway widening and reconstruction, three (3) new bridge structures, MSE walls, and relocation of communication, electrical, water and sanitary utilities.



#### Areas of Expertise

**Drainage**  
Preliminary Eng.  
Final Design

#### Years of Experience

TLP: 2006-Present  
Others: 19 Years

#### Education

BSCE / 1987  
Civil Engineering  
Tri-State University

#### Registrations

Professional Engineer  
Florida #44751  
Issued: 08/23/1991

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**World Drive Extension, Phase III, (CFTOD/RCID), Orange County, Florida:** Lead Drainage Engineer for final design and preparation of construction drawings and specifications for the extension of World Drive from the intersection of Floridian Way/Maple Road to south of the intersection of Floridian Way/Seven Seas Drive. This new four-lane roadway includes three (3) modern roundabouts to provide access to Seven Seas Drive, the main entrance to a resort and the resort service area. The project includes new 100-foot, single-span bridges over the L-405 Canal (Pilot Canal).

**I-4 Slip Ramp and I-4 Slip Ramp / Buena Vista Drive Interchange (CFTOD/RCID), Orange County, Florida:** Lead Drainage Engineer for line and grade and final design and preparation of final construction documents to provide direct access from I-4 westbound to a proposed parking garage along Buena Vista Drive. This new roadway is a L.A. facility and on a new alignment from I-4 westbound to the garage. This contract involved two-phased construction plans, one for a new slip ramp (off the existing I 4 westbound to SR 536/EPCOT Center Drive northbound ramp) and one for an interchange at Buena Vista Drive (BVD). This project involved three (3) new bridges and required close coordination with the Florida Department of Transportation District 5.

**Buena Vista Drive Widening, (CFTOD/RCID), Orange County, Florida:** Lead Drainage Engineer for line and grade design, preparation of 10% plans and peer/client reviews of final construction plans prepared by others. This project involved widening Buena Vista Drive from Hotel Plaza Boulevard to Bonnet Creek Parkway with provisions in the median for dedicated bus lanes. The plans reviews involved roadway, drainage, structures, signing/ pavement making, signalization, lighting and ITS. He was the Lead Engineer for reviewing all drainage and permitting plans and documents.

**EPCOT Resorts Boulevard Bridge Replacements, (CFTOD/RCID), Orange County, Florida:** Lead Drainage Engineer for final design and plans production to replace two bridges (Nos. 756022 and 756422) on EPCOT Resorts Boulevard to accommodate the required improvements to the L-403 canal. The project also involved analysis of peak particle velocity (PPV) at two resort facilities due to vibration during pile driving operations and evaluation of the effects of lengthening the west sheet pile wall (cofferdam) to act as a dampening device for reducing the vibration effects at bridge 756422. TLP also evaluated alternative non-displacement pile systems in lieu of PPC piles for vibration reduction, as well as stall H-pile foundations for the bridge structures including maximum axial capacity recommendations.

**Annual Water Control Structures Inspection, (CFTOD/RCID), Lake Buena Vista, Florida:** Lead Drainage Engineer responsible for the annual inspection of 24 structures, (17 amil gates, six weirs and one gated culvert) within the RCID property. The services included above and underwater inspection of the structures and preparation of a report documenting the findings and recommendations.

**Continuing Services Contract No. 031 for Roadway Design, (FDOT-5), Florida:** Lead Drainage Engineer for this five-year continuing roadway design services contract. Services include developing construction plans and specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements for multiple task work orders. Representative Task Work Orders include SR 50 (W. of Groveland Bifurcation to Crittenden St.) RRR, US 17-92/I-4 Interchange Improvements and SR 11 RRR. These implement the District's new safety initiatives.

**Districtwide Miscellaneous Drainage Design (FDOT-5), Districtwide, Florida (#CAD69):** Contract Manager for this DW Drainage Design contract overseeing multiple Task Work Orders. The contract requirements include drainage and permit reviews (ERC applications), participation in VE studies, major and minor drainage design, complaint investigations, Sea Level Rise modeling, pipe video inspections, rehabilitation, Drainage Connection Permit reviews, as well as in-house support and emergency response support. Specific projects involve developing Engineering Studies consisting of existing condition assessments, modeling, alternative/cost analysis, and solution recommendations. Additionally, services include field inspections, research, data collection, reconnaissance, rain-day field reviews and quick mobilization in response to major storm events.





WILLIAM  
**MOSS, PE, RSP1**

Traffic/Signal/ITS and Signing & Pavement Marking Technical Lead

20 Years of Experience | 17 Years at DRMP

## Experience Summary

William Moss, PE, RSP1, serves as a Traffic Project Manager for DRMP's Transportation Market Sector. He is responsible for the design of signing and pavement marking, signalization, traffic control and minor roadway widening projects. Mr. Moss also has experience in the installation of lighting packages along roadway and building facilities as well as resurfacing projects and turn lane installations.

## Relevant Project Experience

### World Drive Phase II, Reedy Creek Improvement

**District, Orange County, Florida:** Traffic Engineer of Record for the design of a new 1.5-mile, 4-lane divided suburban and urban facility, with an additional 1.9 miles of ramps/interchange. The project includes new alignment, milling and resurfacing, drainage, permitting, four bridges, maintenance of traffic, signing and pavement marking, signalization, intelligent transportation systems, lighting, structures, utility coordination/design, surveying and subsurface utility engineering.

**Floridian Place, Reedy Creek Improvement District, Orange County, Florida:** Traffic Engineer of Record for the signing and pavement marking, lighting and signalization for a new 4-lane alignment. The Floridian Way is currently a 4-lane facility that will become a divided urban arterial roadway with two 12-foot lanes in both directions. The signal design consisted of the replacement of an emergency vehicle hybrid beacon. Roadway lighting was designed for the full length of the alignment. The project included the design of a new two-span bridge structure over the L-407 Canal (approximately 184-feet in length). The bridge was designed utilizing Florida-I 36 Beams on driven concrete piles. Services included roadway, drainage, floodplain compensation, structures, maintenance of traffic, signing and pavement marking, signal, utility relocation and lighting plans. Field services included surveying, subsurface utility engineering and geotechnical services.

### Orange County Professional Engineering Design Services Y16-900D, Orange County Public

**Works, Florida:** Traffic Engineer for this project, which provides engineering services including design, construction and plans preparation to Orange County Public Works. Scope of services include but are not limited to highway design, bridge inspection, traffic, signing and pavement marking, right-of-way mapping, design and plans preparation, geotechnical services and permitting. Representative projects include:

- ⊕ **Whetherbee Road at Sawgrass Plantation Boulevard, Orange County, Florida:** Traffic Engineer for the installation of a new mast arm signal. The project included signing and pavement markings, signal design, survey and utility coordination.

### Professional Registrations

Professional Engineer  
No. 74611, Florida, 2012

### Education

Bachelor of Science in Civil Engineering,  
University of Central Florida, 2006

### Certifications

Transportation Professional Certification  
Board (TPCB) Road Safety Professional  
(Level I) No. 1007, Florida, 2023

### Software Aptitude

AutoCAD Civil 3D  
Guidesign  
Mathcad  
MicroStation

### Professional Affiliation

American Society of Civil Engineers  
(ASCE)



William Moss, PE, RSP1, Continued

- ⊕ **Ficquette Road at Reams Road, Orange County, Florida:** Traffic Engineer for the installation of a new mast arm signal. The project included signing and pavement markings, signal design, coordination with survey and utility owners.
- ⊕ **Universal Boulevard at Rosen Shingle Creek, Orange County, Florida:** Traffic Engineer for the installation of a new signal. The project included signing and pavement markings, signal design, coordination with survey and utility owners.
- ⊕ **Lake Nona Boulevard at Wyndham Lakes Boulevard, Orange County, Florida:** Traffic Engineer for the installation of a new signal. The project included signing and pavement markings, signal design, coordination with survey and utility owners.

**Miscellaneous Design Consultant Services, WBQ Design and Engineering, Inc. for Central Florida Expressway Authority, Orange County, Florida:** Traffic Engineer of Record responsible for signalization, signing and pavement marking, lighting and intelligent transportation systems design in support of a continuing services contract to provide improvement projects on an as needed basis. Representative projects include:

- ⊕ **Narcoossee Road Southbound Off Ramp Widening, Orange County, Florida:** Traffic Engineer of Record for signalization. This project added an additional left-turn lane from southbound SR 417 to southbound Narcoossee Road.
- ⊕ **Goldenrod Road Resurfacing, Orange County, Florida:** Traffic Engineer of Record responsible for signalization design in support of resurfacing project from Cargo Road to just north of Lee Vista Boulevard and all ramps at SR 528/Goldenrod Road Interchange.
- ⊕ **SR 417 Resurfacing, Orange County, Florida:** Traffic Engineer of Record responsible for signalization design in support of resurfacing project from I-Drive to Moss Park Road that included four intersections.

**Districtwide Miscellaneous Design No. 79 and 80, Contract No. C-8C67, FDOT District Five, Various Counties, Florida:**

- ⊕ **SR 46, FDOT District Five, Seminole County, Florida:** Signing and Pavement Marking Engineer for an resurfacing, restoration and rehabilitation project. The project also included the design for a traffic counting station along the project.
- ⊕ **SR 500 (US 192), FDOT District Five, Osceola County, Florida:** Traffic Engineer that provided signal modification and loop replacement (6 locations) and signing and pavement marking plans for milling, resurfacing and minor widening for approximately four miles.

**District Wide Minor Design for FDOT District One Contract No. C9072, Various Counties, Florida:**

- ⊕ **CR 580 (E. Johnson Avenue), Polk County, Florida:** Traffic Engineer of Record for the signalization, signing and pavement markings in support of a sidewalk project along CR 580 from US 17/92 to 24th Street N. in Haines City, Florida. Project design included ADA improvements, lighting, utility coordination, public involvement and maintenance of traffic plans.
- ⊕ **NE 102nd Street at US 441, FDOT District One, Okeechobee County, Florida:** Traffic Engineer of Record for the signing and pavement markings for a left-turn lane addition to US 441. The project consisted of roadway widening, drainage improvements and signing and pavement markings for a 2-lane roadway.
- ⊕ **US 41 Sidewalk Improvements, FDOT District One, Collier County, Florida:** Traffic Engineer of Record for the signing and pavement markings for a safety sidewalk improvement project.
- ⊕ **SR 684 Cortez Road East of 119th Street, FDOT, District One, Manatee County, Florida:** Traffic Engineer of Record for the signing and pavement markings for a safety project. The project consisted of milling and resurfacing, sidewalk improvements, signing and pavement markings.



JIM  
**HIGHLAND, PE**

Lighting Technical Lead

22 Years of Experience | 22 Years at DRMP

## Experience Summary

Jim Highland, PE, serves as a Vice President and the Traffic Division Leader for DRMP's Transportation Market Sector. He has managed various contracts for municipalities and the FDOT throughout his 20 year career. As a project manager, he is the main point of contact and handles task scoping, assigning team members to various projects, managing project schedules, budgets and quality control. His experience in traffic engineering design has included technical engineering analysis, safety design and studies, design of minor intersection reconstruction, signalization plans, lighting plans and Intelligent Transportation Systems. Mr. Highland has experience performing traffic engineering studies, including signal warrants, midblock pedestrian crossing warrants, queue analysis, and analyzing traffic operations for intersections and corridors.

### Professional Registration

Professional Engineer  
No. 68240, Florida, 2008

### Education

Bachelor of Science in Civil Engineering,  
Southern Illinois University at  
Carbondale, 2002

### Software Aptitude

AGI32  
ETAP  
GEOPAK  
GuideSIGN  
MicroStation  
Synchro  
VISUAL

### Professional Affiliation

American Society of Civil Engineers  
(ASCE)

## Relevant Project Experience

### Floridian Place, Reedy Creek Improvement District,

**Orange County, Florida:** Traffic Engineer of Record responsible for LED lighting design for a 1.5-mile roadway improvement project, 0.2-miles of milling and resurfacing, as well as 0.4-miles of side street realignment for the new intersection at Floridian Place and Maple/Floridian Way. This project involved the design of a new 4-lane divided suburban roadway that begins along Floridian Place, north of the Grand Floridian Resort and Spa, as well as ties into Center Drive at the North service Area. The project included the design of a new two-span bridge structure over the L-407 Canal (approximately 184-feet in length). The bridge was designed utilizing Florida-I 36 Beams on driven concrete piles. Services included roadway, drainage, floodplain compensation, structures, maintenance of traffic, signing and pavement marking, signal, utility relocation and lighting plans. Field services included surveying, subsurface utility engineering and geotechnical services.

**Continuing General Engineering Consultant, City of Lakeland, Polk County, Florida:** Served as an Engineer for this General Municipal Engineering Services contract with the Lakeland Electric and Water Department. Under these contracts, DRMP has served the City of Lakeland's Departments of Public Works and Community Development and has provided a broad range of services including transportation planning, traffic analyses and parking studies, preliminary engineering studies, roadway planning and design, trail planning and design, general civil engineering, stormwater management, environmental permitting and construction engineering inspection.

**Signalization Consultant Continuing Services, Escambia County, Florida:** Senior Traffic Engineer providing enhanced traffic operations, traffic engineering, transportation planning, as well as related duties, functions and services in support of traffic signalization, retimings and overall traffic operations throughout Escambia and Santa Rosa Counties. Agency coordination is a large part of this contract including the counties, various cities within those counties and specifically the City of Pensacola's Advanced Traffic Management System contract to ensure ongoing efforts stay on schedule. Tasks



Jim Highland, PE, Continued

include signal retiming, field visits, qualitative assessments and presentations to the Transportation Planning Organization.

**Continuing Engineering Services Contract No. RQS18-0265-2, City of Orlando, Orange County, Florida:** Continuing contract with various task work orders. Served as Engineer of Record for the following projects:

- ⊕ **Ivey Lane Midblock Crossing Rectangular Rapid Flashing Beacon (RRFB) Project, City of Orlando, Orange County, Florida:** Design of two midblock crossings on Ivey Lane. The project included new curb cut ramps, sidewalk replacement, median refuge islands for crossing the three lane roadway and installation of Pedestrian Crossing signs with RRFB. Crosswalk walk lighting was designed to meet FDOT criteria.
- ⊕ **Mercy Drive Midblock Crossings Rectangular Rapid Flashing Beacon (RRFB) Project, City of Orlando, Orange County, Florida:** Design of four midblock crossings on Mercy Drive. The project included new curb cut ramps, sidewalk replacement, median refuge islands for crossing the 3-lane roadway and installation of Pedestrian Crossing signs with RRFB. Crosswalk walk lighting was designed to meet FDOT criteria.
- ⊕ **Corrine Drive School Zone Project, City of Orlando, Orange County, Florida:** Upgrade of the school zone flasher systems on Corrine Drive and Falcon Drive. Project included installation of supplemental ground mounted hard wired school zone flashing assemblies for better visibility. Pavement markings were also updated.
- ⊕ **Terry Avenue Signal Reconstruction Project, City of Orlando, Orange County, Florida:** Design of new mast arm signals at Terry Avenue and Amelia Street in the Creative Village in Downtown Orlando. Project consisted of preliminary concepts for the future north leg of Terry Avenue and the signal design accommodated the future improvements. The signal incorporated Lynx Bus movements and new pedestrian crossings. The signal reconstruction will be installed in coordination with adjacent streetscaping projects.

**Old Kings Road Widening, City of Palm Coast, Flagler County, Florida:** Traffic Quality Control Engineer responsible for signing and pavement marking and signalization design and Lighting Engineer of Record for this roadway widening from a 2-lane rural section to a 4-lane urban divided facility 3.33 miles from Palm Coast Parkway to Forest Grove Drive. The 4-lane facility will be a divided urban arterial roadway with two, 11-foot lanes in each direction, curb and gutter with a closed drainage system, a 15.5-foot median, a 4-foot utility strip behind the back of the curb and concrete sidewalk on both sides of the road. The project include highway design, pavement design, drainage improvements, permitting, utility coordination, miscellaneous structures, signing and pavement markings, signalization, lighting, design and right-of-way surveying and subsurface utility engineering.

**SR 33 Widening, City of Lakeland, Polk County, Florida:** Engineer or Record for lighting design for the widening of SR 33 from a 2-lane rural section to 4-lane suburban section. The widening was centered along its current alignment from south of the I-4/SR 33 Ramps to north of Deeson Point Boulevard/Old Combee Road, a distance of approximately 1.4 miles. SR 33 was designed as a 4-lane divided suburban roadway within the existing right-of-way, including the required stormwater management facilities. Signal modifications and the addition/modification of turn lanes were designed at the intersections with the I-4 ramps, Old Combee Road and Deeson Point Boulevard.

**SR 408 Widening (Contract No. 408-128), Central Florida Expressway Authority, Orange County, Florida:** Lighting Engineer of Record for lighting design consisted of upgrades to the existing roadway lighting system which included LED light pole replacements, retrofits, underdeck lighting and sign lighting for the widening of a limited access toll facility from 4-lanes to 6-lanes from SR 417 to Alafaya Trail. This project includes an interchange modification with the reconstruction of two ramps at Rouse Road, existing mainline toll plaza modifications, one new ramp toll plaza, three bridge widenings and one bridge replacement over Alafaya Trail. Other project design elements include complex maintenance of traffic, drainage design, permitting, signing and pavement marking, lighting, signalization, intelligent transportation systems, utility coordination and geotechnical.





JOCELYN  
**PRITCHETT, PE**  
PD&E

33 Years of Experience | 1 Year at DRMP

## Experience Summary

Jocelyn Pritchett, PE, serves as the PD&E Division Leader and a Senior Project Manager at DRMP's Transportation Market Sector. She is responsible for managing and developing the company's PD&E practice including business plan development, project coordination. Her experience is in a range of projects, including widening and new-location of highways; bridges; area-wide and corridor studies; and transit projects for DOT and municipal clients. Ms. Pritchett has extensive knowledge of procedural and substantive NEPA compliance, including project scoping, purpose and need, alternatives analysis, community studies, and environmental documentation, as applied by the Florida DOT PD&E Manual.

## Relevant Project Experience

**PD&E Study for the SR 30 (US 98) Multi-Use Path, Florida Department of Transportation District Three, Mexico Beach, Bay County, Florida:** PD&E Study for the SR 30 (US 98) Multi-Use Path, Florida Department of Transportation District Three, Mexico Beach, Bay County, Florida: Senior Environmental Scientist for the environmental evaluation of the 4.2-mile multi-use path project intended to improve pedestrian and bicycle safety, increase mobility and recreation, improve quality of life, and uplift the local economy. The project will analyze and assess impacts on the social, economic, cultural, natural, and physical environment, to develop the Location and Design Concept in accordance with FDOT policy, procedures, and requirements. The project will continue the connection with the SUN Trail network and provide the community with more opportunity for alternative modes of transportation.

**Turnpike Widening - US 27 to I-75 (MP 289-308), Florida's Turnpike Enterprise, Lake and Sumter Counties, Florida:** : for this \$10.4 million project aims to improve capacity along Florida's Turnpike Mainline from US 27 to I-75. DRMP handled preliminary design tasks such as a 15% line and grade study, phased implementation plan, Community Awareness Plan (CAP), alignment study, draft typical section, and pavement type selection. Additionally, DRMP is responsible for the final design for widening US 91 from four to eight lanes, covering the segments from US 27 to north of CR 33 and north of CR 33 to north of CR 470 (MP 289.3 - MP 297.3). The project also includes public involvement, a PD&E re-evaluation, design surveying and mapping, roadway and drainage design, structures, utility coordination, wetland delineation, environmental permitting and surveying, signing and pavement marking, lighting, and Intelligent Transportation Systems (ITS).

### WORK PRIOR TO DRMP

**Central Polk Parkway from US 17 (SR 35) to SR 60 Re-Evaluation, Florida's Turnpike Enterprise, Polk County, Florida:** PD&E Lead responsible for leading and authoring this PD&E Re-evaluation that consisted of modifying the original PD&E to update it to new standards and cover design changes made

### Professional Registration

Professional Engineer  
No. 83899, Florida, 2017  
No. 12620, Mississippi, 1995

### Education

Master of City and Regional Planning,  
Georgia Institute of Technology, 1999  
Master of Science in Civil Engineering,  
Georgia Institute of Technology, 1999  
Bachelor of Science in Civil Engineering  
Mississippi State University, 1990

### Professional Affiliation

Women's Transportation Seminar  
(WTS), Atlanta and Central Florida  
Chapters  
Florida Engineering Society (FES)  
Tampa Bay Association of  
Environmental Professionals (TBAEP)  
Transportation Research Board (TRB)



Jocelyn Pritchett, PE, Continued

subsequent to the original document approval. Design changes included modifications to the interchange with US 17 as well as alignment shifts along the corridor. Updates were made to the noise study report, natural resource evaluation, cultural resource assessment study and were incorporated into the re-evaluation. Additional public involvement was conducted and summarized as well.

**TBARTA Regional Rapid Transit, Tampa Bay Regional Transit Authority, Hillsborough County, Florida:**

Environmental Analyst that assisted in preparing and writing a Class of Action Request and subsequent Categorical Exclusion for a Bus Rapid Transit project. FTA was the lead coordinating agency.

**US 41/SR 54 Feasibility Study, FDOT District Seven, Pasco County, Florida (Jun 2021 – Jun 2022):** Public Involvement Leader that completed FDOT-style public involvement program for an interchange redesign. Her duties included creation of a graphic-heavy project video including voiceover recording to explain complex interchange concepts, development of public notification letters, public meeting venue coordination, cataloging and answering public comments, and creating the final PI report.

**SR 79 from SR 8 (I-10) to Alabama State Line PD&E Study, FDOT District Three, Holmes County, Florida:**

Environmental Analyst that conducted the coordination and analysis for recreational areas and Section 4(f) for an approximately 15-mile environmental assessment to three, four, or five-lane a portion of SR 79 through the City of Bonifay, Florida, north to the Alabama state line. The project area encompassed multiple parks and recreational lands thus involving an extensive Section 4(f) coordination process according to the FDOT PD&E manual.

**NEPA ENVIRONMENTAL IMPACT STATEMENTS**

**GDOT Eisenhower Parkway Extension Environmental Impact Statement, Macon and Bibb Counties, Georgia (Aug 1999 – Aug 2000):**

Responsibilities included aiding in an extensive scoping and public involvement effort including newsletter design, website design and maintenance, and developing static and dynamic GIS displays for several public meetings. Issues included the Ocmulgee River crossing, Traditional Cultural Properties, Environmental Justice, 4(f) land, a historic section of town, and extensive wetlands. Other tasks included development of location alternatives, Environmental Justice portion of the document, traffic studies, and assisting with the GIS database development.

**MDOT Tupelo Railroad Relocation Feasibility Study and EIS, Lee County, Mississippi (Nov 2005 – Dec 2008):**

Deputy Project Manager and Document Author in a Feasibility Study and EIS to relocate the Burlington Northern Santa Fe and Kansas City Southern Railroad lines through the City of Tupelo, Mississippi. The BNSF rail currently bisects the Crosstown intersection, the City's busiest intersection and separates much of the town from the local hospital. This project was developed to study alternative relocations of the tracks. The work included preparation of a feasibility assessment of the alternatives for the railroad relocation and preparing an Environmental Impact Statement (EIS) consistent with National Environmental Policy Act (NEPA) and related EIS guidelines of the Federal Railroad Administration (FRA). Ms. Pritchett wrote the purpose and need statement, designed and lead the local public involvement and agency coordination efforts and participated in much of the FRA/BNSF and FRA/CSX coordination meetings. Her work also included authorship of the community and parks impact assessments and sociodemographic Technical Memos for the EIS. She supervised the cultural resources and ecological sub-consultants and summarized those documents for the EIS.

**MDOT Greenville Connector Environmental Impact Statement, City of Greenville-Washington County, Mississippi (Jun 2005 – Mar 2009):**

Project Manager and Document Manager for an Environmental Impact Statement (EIS) of a 15 mile interstate facility connecting the City of Greenville to the new proposed I-69 in the Mississippi Delta. She wrote 80% of the EIS, completing the human environment portions, purpose and need, environmental consequences and alternatives development sections and summarizing the archaeology, noise and ecology reports. This project was filed (a ROD was never issued) but it included an extensive public involvement campaign to assist with alternatives development. Major environmental components of the project included; historical and archaeological study (a mid-19 to early 20th century homesite and grave were found), a complex noise study, traffic projections and operations analysis, ecology study and community impact assessment. An extensive GIS database was developed to aid in alternative location. Layers included; property maps, land use, demographic data, ecological data and water resources.



FRANK  
**LOPEZ, PSM**

Survey & Mapping Technical Lead

22 Years of Experience | 5 Years at DRMP

## Experience Summary

Frank Lopez, PSM, serves as the Vice President/Orlando Survey Department Manager for DRMP's Survey and Mapping/Geospatial Market Sector. He serves as a Project Manager for both public and private sector clients specializing in design surveys, right-of-way surveys, continuing contract services, terrestrial mobile LiDAR, subsurface utility engineering, boundary and topographic surveys. He is currently responsible for client management coordination, business development, field crew assignments, project estimation, office production and quality control on a variety of projects ranging from as-built surveys, platting, underground utility survey, roadway design survey and right-of-way mapping.

## Relevant Project Experience

### **World Drive DMS Truss Design, Central Florida Tourism**

**Oversight District, Orange County, Florida:** Survey Manager responsible for providing survey support and subsurface utility engineering services in support of the final design of two full span overhead sign structures as requested by RCID. Services included topographic survey, Quality Level B (designates) to map underground utilities, and Quality Level A (locates) for vertical and horizontal verification of the utilities and to clear four proposed structure foundations.

### **World Drive Phase II, Central Florida Tourism Oversight**

**District, Orange County, Florida:** Survey Manager responsible for providing survey and subsurface utility services in support for the final design of World Drive Phase II and the exit from Magic Kingdom parking lots. Survey task included survey control verification, topographic surveys as requested by the design team and subsurface utility engineering quality level A (Locates) and B (Designates) for utility conflicts.

### **World Drive Extension Phase III, TLP Engineering Consultants, Inc. for Central Florida Tourism**

**Oversight District, Orange County, Florida:** Survey Manager responsible for providing survey support and subsurface utility engineering services in support of the design of a 4-lane roadway to the west of Magic Kingdom running from the intersection of Floridian Way/Maple Road to south of the intersection of Floridian Way/Seven Seas Drive. Services provided include subsurface utility engineering Quality Level A (Locates) and topographic survey with 3D Digital Terrain Model to supplement the original survey provided by RCID and 303 test holes for utility conflict verification.

**Continuing Survey Services, City of Winter Park, Orange County, Florida:** Survey Project Manager responsible for providing surveying and mapping services to the City of Winter Park. Survey services

### **Professional Registrations**

Professional Surveyor and Mapper,  
No. LS7001, Florida, 2014  
Professional Surveyor  
No. 20094, Puerto Rico, 2004

### **Education**

Bachelor of Arts in Land Surveying,  
University of Puerto Rico, 2001

### **Certifications**

FDOT Temporary Traffic Control (TTC)  
Intermediate Course

### **Software Aptitude**

ArcGIS  
AutoCAD Civil 3D  
Electronic Field Book Processing  
FDOT Connect  
GEOPAK  
MicroStation SS10  
TopoDOT  
Trimble Business Center  
OpenRoads Designer (ORD)

### **Professional Affiliation**

American Society of Highway  
Engineers (ASHE), Central Florida  
National Society of Professional  
Surveyors (NSPS)  
Florida Surveying and Mapping Society  
(FSMS)  
College of Engineers and Land  
Surveyors of Puerto Rico (CIAPR)



Frank Lopez, PSM, Continued

include boundary surveys, specific purpose surveys, topographic surveys, right-of-way surveys, subsurface utility engineering, construction layout, design support services and legal descriptions.

- ⊕ **Azalea Lane Tennis Facility Rehabilitation, City of Winter Park, Orange County, Florida:** Project Manager. DRMP provided grading and layout services for the construction of large areas of decorative pavers, planters, decorative concrete pours, walkways, and foundation footers for large canopies over bleachers at the existing tennis and recreational complex.
- ⊕ **Janice Avenue and Forrest Drive, City of Winter Park, Orange County, Florida:** Project Manager. DRMP provided topographic survey, Digital Terrain Model survey, property corner location, and utility designation services submitting the data in Civil 3D format base files for in-house design and for creating a set of construction plans for in-house use.
- ⊕ **Kings Way Drive, City of Winter Park, Orange County, Florida:** Project Manager. DRMP provided a topographic survey, Digital Terrain Model survey, property corner location, and utility designation services submitting the data in Civil 3D format base files for this in-house design and drainage improvement project.
- ⊕ **Oneco Road Design Survey Services, City of Winter Park, Orange County, Florida:** Project Manager. DRMP provided topographic survey, Digital Terrain Model survey, utility designation services, submitting the data in Civil 3D format base files for in-house design for pavement and drainage improvements, and creating a set of construction plans for in-house use.
- ⊕ **Ward Wellness Center Roadway Re-design, City of Winter Park, Orange County, Florida:** Project Manager. DRMP set project control and provided construction layout services for new drainage structures, decorative pavement installation, curb and gutter sections, ADA crosswalks, scenic park area, and walking trails for pavement and drainage improvements.
- ⊕ **Fairbanks Avenue Casing Boring, City of Winter Park, Orange County, Florida:** Project Manager. DRMP provided utility designation, survey, and location services for the construction or boring of an underground utility casing under Fairbanks Avenue. This data was provided in Civil 3D format to the City for construction and records use.
- ⊕ **New York Avenue and West Canton Avenue, City of Winter Park, Orange County, Florida:** Project Surveyor. DRMP provided utility designation, SUE utility excavations (Quality Level B), and survey services for approximately 24 locations at the project site. This data was provided in Civil 3D format to the City for construction and records use.
- ⊕ **Progress Point, City of Winter Park, Orange County, Florida:** Project Manager involved in providing design survey and subsurface utility engineering of four city-owned parcels. The project includes Digital Terrain Model full cross-sections of Cypress, Palmetto, and Denning and the south half of Orange Avenue and extending 50 feet past the end of the property on Orange and Cypress from Mobile LiDAR. In addition, a design survey of all four parcels, designation of all existing underground utilities, and performed test holes for utility conflicts.
- ⊕ **Ravaudage Lift Station Route Survey, City of Winter Park, Orange County, Florida:** Survey Project Manager responsible for providing topographic survey, right-of-way survey and subsurface utility engineering quality level B services for the design of a new lift station and a 1.4-mile of proposed sanitary force main along Kennedy Boulevard/Lake Avenue, Grove Street and Monroe Avenue. Survey Data was collected utilizing Terrestrial Mobile LiDAR technology and conventional survey methods. Services included design survey with 3D digital terrain model, the mapping of more than 50,000 linear feet of underground utilities, the inventory of 70 storm drain structures and the establishment of horizontal and vertical control throughout the project corridor.



**Freeman Bass, P.E.**  
**Electrical Engineer**



**Project Role**

Mr. Bass, PE, will serve as an Electrical Engineer for this contract, providing design oversight and assistance with electrical utility coordination.

**Education**

Bachelor of Science, Electrical Engineering, University of Florida, 2014

**Registrations**

Professional Engineer, Florida, 87828, 7/24/2019 (expires 2/28/2025)  
Professional Engineer, North Carolina, 056949, 2023  
Professional Engineer, Michigan, 6201312915, 2023  
Professional Engineer, Georgia, 50989, 2023  
Professional Engineer, Tennessee, 131225, 2024

**Professional Affiliations**

FES  
IEEE  
SAME

**Certifications**

SKM Power System Analysis Training Certificate, February 2021

**Years of Experience**

10; joined CMA in 2015

Mr. Bass serves as the Director of Energy for CMA's engineering team and will be the electrical engineer for this contract. Mr. Bass joined CMA in 2015 and has 10 years of experience working on various aspects of electrical engineering design, plan preparation, permitting and construction oversight while working in a project team environment. His experience includes overhead and underground Transmission design; overhead and underground Distribution design; transmission and distribution modeling and simulation; lighting design; communication design layout; substation physical layout; protection & control wiring; and substation physical layout. He also prepares estimates of probable cost including quantity takeoffs.

**Project Experience:**

**Project Manager and Engineer of Record for Central Florida Tourism Oversight District World Drive North Ph. 3, Orlando, FL (In Construction)** The overall project included the relocation of existing medium voltage cable, switchgear, and transformers for roadway expansion. CMA worked with utility representatives to oversee the contractor during construction reviewing shop drawings, answering RFI's, participating in weekly construction updates, being on site as needed and preparing record drawings.

**Project Manager and Engineer of Record for Central Florida Tourism Oversight District Project U, Orlando, FL** The overall project included the installation of new medium voltage cable, transformers and SCADA monitoring equipment. The project included coordination with the secondary installation and temporary chillers. Mr. Bass oversaw the contractor during construction reviewing shop drawings, answering RFI's, participating in weekly construction updates, being on site as needed and preparing record drawings.

**Project Manager and Engineer of Record for Central Florida Tourism Oversight District Live Front Dead Front Phase 2, Orlando, FL** The overall project included the replacement of existing medium voltage cable, switchgear, and transformers. The project replaced the existing secondary connections and provided generator support for facilities while the equipment was being replaced. Mr. Bass oversaw the contractor during construction reviewing shop drawings, answering RFI's, participating in weekly construction updates, being on site as needed and preparing record drawings.

**Project Manager and Engineer of Record for Central Florida Tourism Oversight District Fort Wilderness Live Front to Dead Front Switch Replacement, Orlando, FL** The overall project included the replacement of existing medium voltage cable, switchgear, and transformers. The project replaced the existing secondary connections and provided generator support for facilities while the equipment was being replaced. CMA oversaw the contractor during construction reviewing shop drawings, answering RFI's, participating in weekly construction updates, being on site as needed and preparing record drawings.

**Project Manager and Engineer of Record for Central Florida Tourism Oversight District Switch Station 60 Removal, Orlando, FL** Mr. Bass designed a new electrical and fiber optic loop for the wastewater treatment plant facility. The loop consisted of feeder cables and fiber optic cables through new direct buried and directionally drilled conduits. CMA oversaw the contractor during construction reviewing shop drawings, answering RFI's, participating in weekly construction updates, being on site as needed and preparing drawings.



**Design Engineer for Central Florida Tourism Oversight District, Osceola Parkway and Victory Way Utility and Roadway Relocation, Orlando, FL.** The overall project included the relocation of existing transmission cables, medium voltage cable, switchgear, and transformers for a roadway extension project. CMA served as a subconsultant for electrical services for this contract.

**Design Engineer for Central Florida Tourism Oversight District, Center Drive Electric Utility and Roadway Relocation, Orlando, FL.** The overall project included the relocation of existing medium voltage cable, switchgear, and transformers for a roadway extension project. CMA served as a subconsultant for electrical and lighting services for this contract. Mr. Bass was the Design Engineer for lighting load center rack and voltage drop calculations for the new roadway lighting conductors and secondary lighting system.

**Design Engineer for Central Florida Tourism Oversight District, World Drive North Phase 1, Orlando, FL.** The overall project included the relocation of existing transmission cable, medium voltage cable, transformers, and secondary services for a roadway expansion project. CMA served as a subconsultant for electrical services for this contract.

**Design Engineer for Central Florida Tourism Oversight District, MK2, Orlando, FL.** The overall project included the installation of new medium voltage cable, station class transformers, padmount transformers, and SCADA monitoring equipment. CMA oversaw the contractor during construction reviewing shop drawings, answering RFI's, participating in weekly construction updates, being on site as needed and preparing record drawings.

**Design Engineer for Central Florida Tourism Oversight District, COP Replacement, Orlando, FL.** The overall project included the replacement of existing equipment with new cables, transformers, and SCADA cabinets. CMA oversaw the contractor during construction reviewing shop drawings, answering RFI's, participating in weekly construction updates, being on site as needed and preparing drawings.

**Design Engineer for Central Florida Tourism Oversight District, Project 88-2, Orlando, FL.** The overall project included the installation of new medium voltage cable, padmount transformers, and SCADA monitoring equipment. CMA oversaw the contractor during construction reviewing shop drawings, answering RFI's, participating in weekly construction updates, being on site as needed and preparing record drawings.

**Design Engineer for Central Florida Tourism Oversight District, Italian Job, Orlando, FL.** The overall project included the installation of new medium voltage cable, padmount transformers, and SCADA monitoring equipment. CMA oversaw the contractor during construction reviewing shop drawings, answering RFI's, participating in weekly construction updates, being on site as needed and preparing record drawings.

**Project Manager and Engineer of Record for University of Florida, Substation#6 Bus Duct, Orlando, FL.** The overall project included the replacement of existing bus duct with medium voltage power cables.

**Engineer of Record for Swisher International, Flavor Room Expansion, Jacksonville, FL.** Engineer for a new service facility consisting of three phase pumps, lighting analysis, and reconfiguration of existing electrical panels.

**Engineer of Record for City of Bartow, Mineral Development Distribution Design, Bartow, FL.** CMA designed a new dedicated fiber optic expansion of underground and overhead 24 count single mode fiber for metering purposes. The design consisted of approximately 12,000 LF of fiber installed in new directional drilled conduits, direct buried conduit, and pole mounted. The design included cable pulling calculations, installation of new fiber optic pull boxes, and terminations.

**Electrical Engineer for Turnpike, SR 528 Brightline Landscape Buffer Phase II at Industry Road Interchange.** This project was to provide landscape buffers and beautification along the new Brightline corridor. CMA provided irrigation and electrical design for this project. Mr. Bass provided the power system analysis for the project.

**Jason Sutton, PLA, ISA CA  
Senior Landscape Architect**



**Role on Project**

Mr. Sutton will serve as a Senior Landscape Architect performing design and/or plans review for this contract.

**Education**

Bachelor of Landscape  
Architecture, University of Florida,  
2007  
Minor Degree in Horticultural  
Sciences

**Registrations**

Registered Landscape Architect,  
Florida, LA6667189, 4/9/2014  
(expires 11/30/2025)

**Professional Affiliations**

Florida Planning and Zoning  
Association (Past President of  
CFC)  
American Society of Landscape  
Architects  
International Society of  
Arboriculture (ISA)

**Certifications**

FDOT Specifications  
ISA Certified Arborist

**Years of Experience**

22; joined CMA in 2017

Mr. Sutton is registered landscape architect and project manager for FDOT landscape architecture tasks, including management, design, permitting, and construction administration. Mr. Sutton has 22 years of experience, 17 of which have been focused on FDOT and transportation landscape architecture led projects. Prior to becoming a landscape architect Mr. Sutton worked in the landscape construction industry and adds significant constructability, maintenance, and cost estimating knowledge to our team.

Mr. Sutton has led multiple task work orders for maintenance let standalone landscape architecture projects for Florida's Turnpike and FDOT Districts 1. Through these contracts he has provided context sensitive design solutions for landscape, hardscape, and irrigation for diverse transportation projects throughout the State. He is committed to implementing the clients policies and procedures, and he understands his responsibility to ensure all projects are safe, sustainable, maintainable, and an appreciating asset to the District.

**Project Experience:**

**Landscape Architect of Record for Turnpike SR 528 Brightline Landscape Buffer Phase I from E. of SR 520 to E. of SR 407** This project was to provide landscape buffers and beautification along the new Brightline corridor, which also included FTE "Welcome Signage". CMA provided irrigation and electrical design for this project. Mr. Sutton served as the landscape architect of record for this project leading all efforts through utility coordination, site analysis, concept development, and construction documents.

**Landscape Architect of Record for Turnpike SR 528 Brightline Landscape Buffer Phase II at Industry Road Interchange** This project was to provide landscape buffers and beautification along the new Brightline corridor, which also included FTE "Welcome Signage". CMA provided irrigation and electrical design for this project. Mr. Sutton served as the landscape architect of record for this project leading all efforts through utility coordination, site analysis, concept development, and construction documents.

**Landscape Architect of Record for Turnpike SR 570 (Polk Parkway) and Pace Road Interchange Landscape.** Work assignments for this project included a tree disposition/erosion control plan, landscape plan, maintenance plan, and irrigation plan. Other tasks included coordination with environmental for gopher tortious relocation. The landscape design concept for this interchange was to create a sense of arrival/gateway to Florida Polytechnic University, flowering trees with the university's colors were used as focal points along the ramps. Mr. Sutton served as the landscape architect of record for this project leading all efforts through utility coordination, site analysis, concept development, and construction documents. He also led the extensive coordination with Turnpike's ITS and Drainage (both above and below ground facilities), and environmental (to ensure the existing gopher tortoises burrows were documented in the construction plans per the FWC's standards). Important external coordination with Teco for the irrigation power source was also documented in the irrigation plans.

**Landscape Architect of Record for Turnpike SR 570 (Polk Parkway) and SR 37 (Florida Avenue) Interchange Landscape.** Work assignments for this project included a tree disposition/erosion control plan, landscape plan, maintenance plan, and irrigation plan. The interchange serves as a southern gateway to Lakeland's urban core and required careful coordination with the City of Lakeland and multiple utility providers. Our design team worked to



keep intact significant portions of the existing landscape and introduce new plantings to supplement work that had already taken place. This was done to stretch the project budget to have the greatest impact for the least amount of capital investment and to protect assets that are in good condition. The CMA team worked extensively with FTE to provide cost estimates and value engineering throughout the project to meet the construction budget. Mr. Sutton served as the landscape architect of record for this project leading all efforts through utility coordination, site analysis, concept development, and construction documents. He also led the extensive coordination with Turnpike's ITS and Drainage (both above and below ground facilities), and maintenance (to analyze the impacts of cogon grass removal on the slopes). Important external coordination with Teco for the irrigation power source was also documented in the irrigation plans.

***Landscape Architect of Record for Turnpike SR 91 and SR 50 Interchange Landscape.*** Work assignments for this project included a tree disposition/erosion control plan, landscape plan, and irrigation plan. The landscape design concept for the interchange was a fusion of existing natives with highlights of proposed planting elements that were to create a sense of arrival/ gateway into the urban core of Central Florida. Mr. Sutton served as the landscape architect of record for this project leading all efforts through utility coordination, site analysis, concept development, and construction documents. He also led the extensive coordination with Turnpike's ITS and Drainage (both above and below ground facilities), and maintenance (to analyze existing erosion issues and slope stabilization methods). Important external coordination with Duke Energy for the irrigation power source was also documented in the irrigation plans.

***Landscape Architect of Record for Turnpike SR 91 and SR 408 Interchange Landscape.*** Work assignments for this project included construction documents for an irrigation plan. The irrigation design concept for the interchange was to provide an efficient and cost-effective temporary irrigation system to be utilized during the 2-year establishment period. Mr. Sutton served as the landscape architect of record for this project.

***Landscape Architect of Record for Turnpike SR 91 and Port Saint Lucie Blvd. Interchange Landscape.*** Work assignments for this project included construction documents for an irrigation plan. The irrigation design concept for the interchange was to provide an efficient and cost-effective temporary irrigation system to be utilized during the 2-year establishment period. Mr. Sutton served as the landscape architect of record for this project.

***Project Manager for Turnpike SunTrax Visioning.*** Mr. Sutton led all design and production efforts for this work assignment which included, entry road concepts, which include "SunTrax branding signage", landscape, hardscape, and lighting. Other tasks were preparation of irrigation feasibility study and lighting analysis report. Mr. Sutton presented the SunTrax concepts to the Turnpike CEO and Turnpike Program Management, in which they approved the concepts unanimously and commended our team on as doing a... "phenomenal job".

***Project Manager and Landscape Architect of Record for FDOT D1 Continuing Districtwide Landscape Design.*** The scope of services included landscape architectural consultation; development of project scopes, utility coordination, site analysis, landscape architectural planning and design; coordination, and review meetings; construction inspection and/or field assessments; quarterly monitoring; illustrative graphics; permitting; project coordination, post design services; correspondence and project filing. During this contract Mr. Sutton performed the work of Landscape Architect of record on all task assignments while managing the contract for CMA. Standalone landscape projects included 5 interchanges on **SR 93 (I-75) at the following crossroads: Moccasin Wallow Road, Tucker's Grade, King's Highway, Toledo Blade and North River Road.** Each interchange had both landscape and irrigation. In addition, there were other standalone project assignments including SR 684 (Cortez Road) beautification in Bradenton, a roundabout on SR 72 at Ibis Road and a stormwater pond project within the City of LaBelle. This project involved three separate stormwater ponds, each with different locations along SR 80. Both the SR 72 roundabout and LaBelle stormwater pond projects required a maintenance agreement with the local agencies. Post design services were a component of all task assignments, except for the Toledo Blade Interchange and the SR 72 Roundabout that have not been constructed yet.



# Stefano Ceriana, PE, LEED AP

## Potable, Reclaimed, and Wastewater Discipline Lead

Stefano is a project manager with over 25 years of extensive knowledge of water and wastewater utility projects, including pipeline (pressure and gravity) and lift station design. He served as the engineer-of-record for the recent utility relocations and extensions associated with the Osceola Parkway Flyover and World Drive Extension (Phases 1 and 3) projects for the CFTOD. Stefano's expertise comprises project management duties, including project startup, preliminary/final design, execution, and construction administration. His background includes utility system planning, permitting processes, computer-aided design and geographic information systems, resident project representation, and hydraulic modeling software for planning and design purposes. Representative project experience includes:

### **CFTOD, Orange County, FL, World Drive Extension Utility Relocation, Phase 1.**

Project manager for the relocation of the water, wastewater and reclaimed water utilities as part of a roadway project to extend World Drive as it enters a theme park. The roadway was extended, realigned, and included flyovers, modified drainage, and other roadway improvements. The design included 3,400 feet of 20-inch and 30-inch reclaimed water, 1,800 feet of 6-inch and 8-inch water main, 1,250 feet of 20-inch water main and 1,100 feet of 8-inch gravity force main and five manholes.

### **CFTOD, Orange County, FL, Osceola Parkway and Victory Way Improvements.**

Project manager for the relocation of approximately 6,500 feet of force main, 4,000 feet of reclaimed water main and 7,000 feet of potable water main (ranging in size from 10- to 16-inch), in addition to 3,700 feet of gas pipeline (ranging in size from 4- to 6-inch) as part of this roadway project to modify the Osceola Parkway and Victory Way intersection to include a flyover.

### **Orange County Utilities, FL, Summerport Village Parkway Water Main Project.**

Project manager for the design, permitting, public involvement, and construction administration for approximately 1,300 feet of new 24-inch potable water main along Summerport Village Parkway, including a new county easement.

### **Orange County Utilities, FL, Summerlake Park Boulevard 30-inch Force Main.**

Project engineer to install approximately 5,300 feet of new 30-inch force main along Summerlake Boulevard to connect to an existing 30-inch force main to serve future development. The project consisted of preliminary design, final design, permitting, public involvement, and construction administration services.

### **SSNOCWTA, Seminole County, FL, C-200 Force Main Pipeline Replacement**

**Preliminary Design Report and Design.** Project manager for the preliminary design report (PDR) and design, permitting and construction administration of this pipeline replacement project. The PDR included an evaluation of replacement techniques for approximately 22,000 feet (ranging in size from 12-inch to 20-inch) located throughout residential and commercial areas. The design made use of HDD, pipe bursting and jack-and-bore techniques to minimize disturbance above ground.

**SSNOCWTA, Casselberry, FL, Eagle Circle Force Main Replacement.** Project manager for this force main replacement project that included preliminary design, final design, permitting, construction inspection, and construction administration services for 8,275 feet of 12-inch HDPE force main consisting of 259 feet of jack-and-bore within a 24-inch steel casing, 5,671 feet of pipe bursting, 1,331 feet of HDD and 1,014 feet of open cut to replace aging C-200 PVC and cast-iron pipe.



#### **Firm**

CHA Consulting, Inc.

#### **Years of Experience**

25

#### **Education**

Worcester Polytechnic Institute,  
MA, M.S., Environmental  
Engineering

Worcester Polytechnic Institute,  
MA, B.S., Civil Engineering

#### **Registration and Certifications**

Professional Engineer - FL

LEED® Accredited Professional

FDOT Certification

Transportation Approved

Temporary Traffic Control (TTC)  
Intermediate (No. 41174)

#### **Memberships and Affiliations**

American Water Works  
Association

**William L. Fox, P.E.**

Senior Geotechnical Engineer

Geotechnical and Environmental  
Consultants, Inc.**EXPERTISE:**

Geotechnical Engineering

Construction Materials  
Testing**YEARS OF EXPERIENCE:**30 years of experience  
1 year with GEC**EDUCATION:**Master of Science  
2004 | Civil Engineering  
University of Central  
FloridaBachelor of Science  
1994 | Civil Engineering  
University of Central  
Florida**LICENSES:**Florida Licensed  
Professional Engineer  
FL No. 55385Georgia Licensed  
Professional Engineer  
GA No. PE033940**PROFESSIONAL****ORGANIZATIONS:**American Society of Civil  
Engineering (ASCE)  
MemberASCE East Central Florida  
Branch Geo-Institute  
Chapter Former ChairGMEC Executive  
Committee Former  
Vice Chair

Mr. Fox has 30 years of experience in geotechnical engineering serving as Geotechnical Engineer-of-Record and Project Manager for numerous projects throughout Florida, as well as Georgia, North Carolina, and the Bahamas. Bill has performed geotechnical engineering and construction materials testing services for numerous infrastructure-related public works projects for many municipalities, as well as major transportation infrastructure projects for the Florida Department of Transportation (FDOT) and Central Florida Expressway Authority (CFX).

***City of Orlando Continuing Geotechnical and Materials Testing Contract RQS21-0230***, Orlando, Florida. Contract Manager for the geotechnical services under continuing contract that included subsurface exploration, foundation design, construction support, settlement estimating, structures, roadways, drainage systems, and construction materials testing.

***City of Oviedo Geotechnical Services Continuing Contract RFQ19-34***, Oviedo, Florida. Contract Manager for tasks such as the Live Oak Reserve Force Main Replacement that included geotechnical recommendations for HDD installation and traditional trench installation, as well as Mitchell Hammock Road where high-speed ground penetrating radar was utilized to measure asphalt and base thickness.

***SJRWMD Apopka-Beauclair Canal West Levee***, Orange County, Florida. Contract Manager and Lead Geotechnical Engineer under a SJRWMD continuing services contract (#37431) for the geophysical survey incorporating Frequency Domain Electromagnetics (FDEM) and Ground Penetrating Radar (GPR), geotechnical engineering and limited hydrogeologic field explorations to explore soil conditions and groundwater levels within and beneath the Apopka-Beauclair Canal West Levee to estimate seepage through the levee and stability analyses of the downstream levee slope.

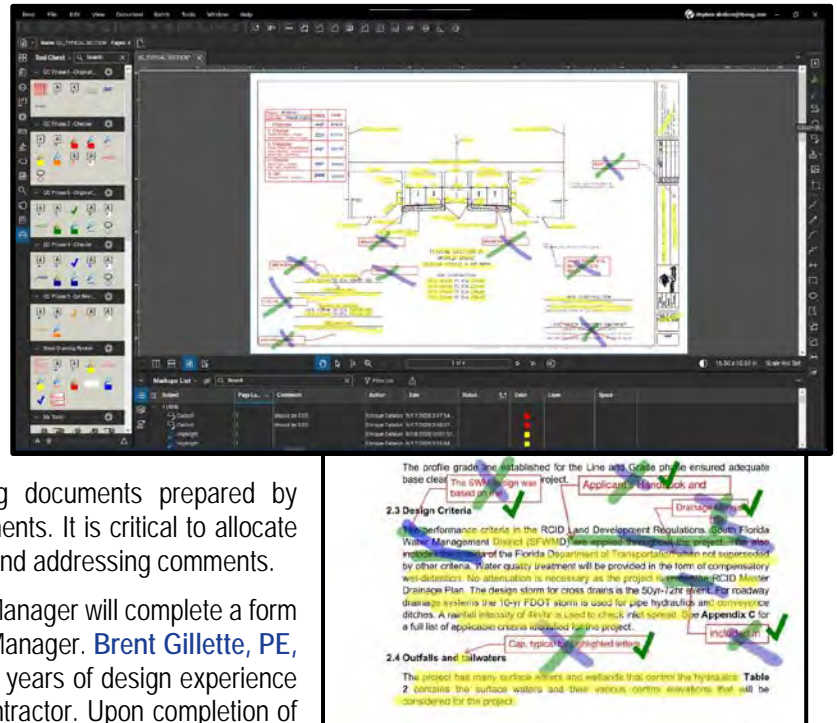
***Orange County Econlockhatchee Trail***, Orange County, Florida. Senior Geotechnical Engineer in charge of dynamic load testing during test pile phases of construction, wave equation analyses to develop pile driving criteria and production pile lengths for driven concrete and steel piles as well as production pile driving during construction.

***Seminole County Public Schools (SCPS) Oviedo High School Expansion***, Seminole County, Florida. Geotechnical Engineer-of-Record for the design of the Oviedo High School campus that included several new single-story and multi-story buildings and gymnasium, stormwater ponds, and parking areas. Project scope also included construction materials testing and engineering services during earthwork activities and foundation construction.

**F. QA/QC:** One of the first documents TLP developed upon inception was our Quality Control Manual. This manual details the QA/QC process and requires preparing a specific plan for each project, regardless of size. The QA/QC plan has two distinct components: the process for on-going design checking and back-checking, and the formal reviews of plans and reports at each phase submittal by an independent team. Our QC Manual details the process for: 1) checking and back-checking documents with specific color coding, 2) assigning an independent team of professionals to conduct formal reviews prior to each phase submittal for consistency with the project scope, design criteria, technical accuracy, interdisciplinary coordination, and constructability, as well as addressing previous client comments, 3) reviewing documents prepared by subconsultants and 4) retaining the QC forms and documents. It is critical to allocate adequate time in the schedule for the formal QC reviews and addressing comments.

At the scheduled time for formal QC reviews, the Project Manager will complete a form and submit all plans, calculations, and reports to the QC Manager. **Brent Gillette, PE**, the QA/QC Manager for this contract, will leverage his 23 years of design experience along with expertise gained from working with a large contractor. Upon completion of the reviews by all disciplines, the design team will include a signature block stating that the Project Manager has personally reviewed the QC documents and ensured the process was followed. Upon Notice to Proceed, TLP will prepare a specific plan for this project and request each subconsultant to develop a consistent plan for their respective discipline. *This is similar to the plan TLP developed and successfully implemented for CFTOD projects World Drive Extension Phase III, World Drive Extension and Interchange (Phase I), I-4 Slip Ramp and I-4 Slip Ramp/Buena Vista Drive I/C, Buena Vista Drive Widening, and Buena Vista Drive/EPCOT Center Drive I/C Modification.*

In our continual effort to implement innovative methods to further improve and streamline our QA/QC process, we have adopted the use of Bluebeam to conduct the QC reviews. This allows for real-time collaboration between the designers and reviewers assuring all comments are resolved and addressed.



# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.8

Board Meeting Date: 5/23/2025

Subject: Equipment Lease-Purchase Agreement from Motorola Solutions, Inc.

Presented By: Joel Edwards

Department: District Fire Department

**STAFF RECOMMENDATION** (Motion Ready): Approve agenda item #7.8 an equipment lease-purchase agreement with Motorola Solutions, Inc. to replace 125 public safety portable radios and authorize the District Administrator to execute the agreement in the amount of \$1,519,600

**RELEVANT STRATEGIC GOALS:** Operational Excellence

**PROOF OF PUBLICATION:** N/A

**BACKGROUND:** The District owns, operates, and maintains a public safety radio system for the District Fire Department, Building & Safety, Parking Operations, and Reedy Creek Energy Services (RCES). The existing frontline fire department and RCES portable radios were purchased in 2010 and 2015 and, of the 176 radios, 125 have now reached the end of serviceable life. The District is recommending the replacement of these 125 mission-critical units with updated software and advanced features for public safety.

**FINDINGS AND CONCLUSIONS:** The Motorola APX Next portable radio was selected over other competitors due to specific features this radio supports: seamless cellular network (LTE) switching, on device mapping, and compatibility with our current Digital Vehicular Repeater System.

Additionally, this equipment upgrade will provide the following enhanced services:

- Upgrade to AES 256-bit encryption
- Over the Air programming and provisioning
- Personal accountability, providing the incident commander with status of on-scene personnel
- Person down/impact detection

Pricing was obtained through the State of Florida Department of Management Services Alternate Contract Source number 43190000-22-NASPO-ACS which is valid through December 31, 2026.

**FISCAL IMPACT:** This purchase has been approved in the District's 2025 annual budget as capital item, Portable Radio Replacement. The purchase includes a value-added promotional credit of \$100,005.00. This upgrade and purchase will be financed by Motorola over a three-year term as follows:

Purchase Price	\$ 1,519,600.12			<b>Balance</b>
Down Payment	\$ (524,682.00)			\$ 994,918.12
Value Added Promotion (Virtual Prime)	\$ (100,005.00)			\$ 894,913.12
	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	
Remaining Balance				\$ 894,913.12
FY 2026 - Year 1	\$ 480,381.81	\$ 43,555.42	\$436,826.39	\$ 458,086.73
FY 2027 - Year 2	\$ 480,381.81	\$ 22,295.08	\$458,086.73	\$ -
<b>Grand Totals</b>	\$ 960,763.62	\$ 65,850.50	\$894,913.12	\$ -



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

**LEGAL REVIEW:** The contract has been reviewed and approved for form and legality by the District Attorney.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:** Quote and municipal lease agreement attached.



7-May-25			Reedy Creek - John Penske		Quote Vaid to June 27, 2025		New Quote
ITEM	MODEL #	DESCRIPTION	LIST PRICE	DISCOUNT	DISCOUNTED PRICE	QTY	EXTENDED PRICE
APX NEXT XE Portable Radio - Fire							
1	H45TGT9PW8AN	APX NEXT; SINGLE BAND MODEL 4.5 PORTABLE	\$6,641.00	27.00%	\$4,847.93	125	\$605,991.25
1a	QA00569	ADD: 7/800MHZ BAND	\$0.00	27.00%	\$0.00	125	\$0.00
1b	QA00571	ADD: UHF BAND+	\$800.00	27.00%	\$584.00	125	\$73,000.00
1c	QA02006	ADD: APX NEXT XE M4.5 RUGGED RADIO	\$770.00	27.00%	\$562.10	125	\$70,262.50
1d	QA01427	ALT: APX NEXT XE HOUSING GREEN	\$28.00	27.00%	\$20.44	125	\$2,555.00
1e	BD00001	ADD: CORE BUNDLE INCLUDES - DIGITAL TRUNKING - SN/SZ P25 Phase I Interop (Q361, Q806; Q173, H38) • TDMA OPERATION (QA00580) • AES ENCRYPTION (Q629) • WIFI CAPABILITY (QA09001) • OUT OF THE BOX WIFI PROVISIONING (QA09007) • ENHANCED DATA (QA03399) • MULTICAST VOTING SCAN (Q387) • VIQI VOICE CONTROL (QA09028) • SUBMERSIBLE DELTA-T (H499)	\$3,106.00	27.00%	\$2,267.38	125	\$283,422.50
1f	BD00010	ADD: SECURITY BUNDLE INCLUDES - ASTRO 25 OTAR W/ MULTIKEY (Q498 and H869) • DES,DES-XL,DES-OFB ENCRYPTION (Q625) • P25 LINK LAYER AUTHENTICATION (QA01767) • DVP-XL ENCRYPTION (H797) • MULTI SYSTEM OTAR (QA07680)	\$1,147.00	27.00%	\$837.31	125	\$104,663.75
1g	BD00020AA	ADD: TACTICAL BUNDLE INCLUDES - PERSONNEL ACCOUNTABILITY (Q445) • DIGITAL TONE SIGNALING (QA09000)	\$248.00	27.00%	\$181.04	125	\$22,630.00
1h	BD00015AA	ADD: OPERATIONAL BUNDLE INCLUDES - MANDOWN OPERATION • DVRS PSU ACTIVATION	\$207.00	27.00%	\$151.11	125	\$18,888.75
1i	LSV01P01414	APX NEXT DMS ADVANCED SERVICE - 5 YEARS	\$384.60	0.00%	\$384.60	125	\$48,075.00
1j	LSV01S03082A	RADIOCENTRAL PROGRAMMING - 5 YEARS	\$160.20	0.00%	\$160.20	125	\$20,025.00
2	SSV01P01407B	APX NEXT SMART PROGRAMMING - 5 YEARS	\$720.00		\$375.00	125	\$46,875.00
3	SSV01P01406A	APX NEXT SMART CONNECT - 5 YEARS	\$720.00		\$375.00	125	\$46,875.00
4	SSV01P01476A	APX NEXT SMART LOCATE - 5 YEARS	\$720.00		\$375.00	125	\$46,875.00
5	SSV01P01902A	APX NEXT SMART MAPPING - 5 YEARS	\$720.00		\$375.00	125	\$46,875.00
6	SSV00S03369A	CC AWARE PATROL STARTER BUNDLE - 5 YEARS 125 Location Devices	\$27,500.00	0.00%	\$27,500.00	1	\$27,500.00
7	NNTN9217	APX NEXT XE SPARE BATTERY	\$284.35	27.00%	\$207.58	125	\$25,947.50
8	PMMN4132	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XVE REMOTE SPEAKER MICROPHONE	\$680.40	27.00%	\$496.69	125	\$62,086.25
9	NNTN9199	APX NEXT SINGLE UNIT CHARGER	\$169.56	27.00%	\$123.78	29	\$3,589.62
10	NNTN9115	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER	\$1,420.20	27.00%	\$1,036.75	16	\$16,588.00
Services							
	SVC03SVC0115D	APX Next application and programming training and white glove deployment services			included	LOT	\$0.00
	Incentive	Radio Trade-in Credit up to 125 Radios			(\$425.00)	125	(\$53,125.00)
Total							\$1,519,600.12

**Note: 1. Above pricing, terms and conditions are per the State of Florida Contract No. - 43190000-22-NASPO-ACS-1 and NASPO 00318**

Payment Schedule:

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following schedule:

1. Down Payment of \$524,682.00 will be due upon contract execution (due upon receipt) and includes pre-payment for Years 2-5 Services and Subscriptions.
2. For the System purchase financed through Motorola (\$894,913.12), please refer to the payment schedule included in the Equipment Lease-Purchase Agreement.

\*Note, the Lease Value was reduced by \$100,005 by utilizing the existing technology credit from the Customer Lease Purchase #25599 on 2/21/25. Upon execution of this agreement the technology credit will be utilized in full and no further credit shall be provided.



May 7, 2025

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
1900 Hotel Plaza  
Lake Buena Vista FL 32830

**RE: Municipal Lease #25639**

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25639 are valid for contracts that are formally board approved on or before May 27, 2025 and properly executed and returned to Motorola by 5/27/25. If either condition is not satisfied, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC  
Attn: Bill Stancik / 44<sup>th</sup> Floor  
500 West Monroe  
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
Bill Stancik

# LESSEE FACT SHEET

**Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:**

1. Complete Billing Address PO Box 690519  
Orlando, FL 32869  
E-mail Address: ap@oversightdistrict.org\_\_\_\_\_  
Attention: Sandra Ross\_\_\_\_\_  
Phone: 407-828-8003\_\_\_\_\_
2. Lessee County Location: Orange\_\_\_\_\_
3. Federal Tax I.D. Number 59-1223432\_\_\_\_\_
4. Purchase Order Number to be referenced on invoice (if necessary) or other  
“descriptions” that may assist in determining the applicable cost center or  
department: N/A\_\_\_\_\_
5. Equipment description that you would like to appear on your  
invoicing:\_\_\_\_\_

## **Appropriate Contact for Documentation / System Acceptance Follow-up:**

6. Appropriate Contact & Mailing Address Tiffany Kimball, Contracting Officer\_\_\_\_\_  
PO Box 690519\_\_\_\_\_  
Orlando, FL\_\_\_\_\_  
tkimball@oversightdistrict.org\_\_\_\_\_  
Phone: 321-347-2168\_\_\_\_\_  
Fax: \_\_\_\_\_
7. Payment remit to address: **Motorola Solutions Credit Company LLC**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**

Thank you

# EQUIPMENT LEASE-PURCHASE AGREEMENT

**LESSEE:**

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
1900 Hotel Plaza  
Lake Buena Vista FL 32830

**Lease Number: 25639**

**LESSOR:**

Motorola Solutions, Inc.  
500 West Monroe  
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("*Equipment*") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("*Lease*").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("*Lease Term*").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "*Contract*") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("*Assignee*"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time ( the "*Code*"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part,

and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT.** During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor

determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, ~~fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.~~ In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. *Intentionally Omitted.***

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time



promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**17.1. RETURN OF THE EQUIPMENT.** In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it

was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested or sent electronically via email, to the other party at its address set forth herein or at such address as the party may provide in writing or electronically from time to time. If mailed, any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 27th day of May, 2025

**LESSEE:**  
CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT

**LESSOR:**  
MOTOROLA SOLUTIONS, INC.

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

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

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

Name: Uygur Gazioglu

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

Title: Treasurer

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, an entity duly organized and existing under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 25639 between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

**IN WITNESS WHEREOF**, I have executed this certificate  
this \_\_\_\_\_ day of May 2025.

By: \_\_\_\_\_  
(Signature of Secretary/Clerk)

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement # 25639 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

\_\_\_\_\_  
Attorney for CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A**                      25639  
**Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25639** ("Lease"), between Lessor and CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

**Initial Term: 24 Months**                      **Commencement Date:      June 15 2025**  
**First Payment Due Date:      June 15, 2026**

**2 annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (Schedule B 25639)

Compound Period:		Annual				
Nominal Annual Rate:		4.867%				
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	6/15/2025	\$ 894,913.12	1		
2	Lease Payment	6/15/2026	\$ 480,381.81	2	Annual	6/15/2027
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	6/15/2025				\$894,913.12	
1	6/15/2026	\$ 480,381.81	\$ 43,555.42	\$436,826.39	\$458,086.73	
2	6/15/2027	\$ 480,381.81	\$ 22,295.08	\$458,086.73	\$ -	
Grand Totals		\$ 960,763.62	\$ 65,850.50	\$894,913.12		

INITIAL INSURANCE REQUIREMENT: \$894,913.12

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

## EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25639

Lease Schedule A No. : 25639

### EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#25639. See Schedule A for a detailed Equipment List.

LESSEE:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

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

Central Florida Tourism Oversight District  
Deputy Chief Joel Edwards  
651 E Buena Vista Drive  
Orlando, FL 32830  
5-7-2025

To: Motorola Solutions, Inc. ("Motorola")  
500 W. Monroe St.  
Chicago, IL 60661

Re: APX Next Radio Purchase

Contract Name / Number: State of Florida Contract No. - 43190000-22-NASPO-ACS-1 and NASPO 00318

Motorola Lease #: 25639

Proposal / Quote Ref & (required): APX Next XE quote dated 5-7-2025

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on the Proposal / Quote for the purchase price of \$1,519,600.12. The Purchase will be paid with a downpayment of \$524,682.00 and the balance, less the use of an existing Technology credit of \$100,005, will be paid with the disbursements from Motorola Lease Purchase Agreement. The terms and conditions of the above referenced master contract and Motorola Lease Financing agreement will guide this purchase.

The Central Florida Tourism Oversight District agrees to pay Motorola Solutions for the down payment upon contract execution.

The payments for this purchase (down payment and lease payments) will be as follows (amortization table for lease is within the lease 25639 document:

Event	Date	Amount	Customer Payments
Purchase	6/15/2025	\$1,519,600.12	
Less Technology Credit	6/15/2025	(\$100,005.00)	
Less Down Payment	6/15/2025	(\$524,682.00)	\$524,682.00
Amount Leased	6/15/2025	\$894,913.12	
Lease Payment (*Includes Interest)	6/15/2026		\$480,381.81
Lease Payment (*Includes Interest)	6/15/2027		\$480,381.81
Total			\$1,485,445.62

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms and milestones. Once billed, invoices shall be sent and emailed to the Customer at the following address:

Central Florida Tourism Oversight District  
ACCOUNTS PAYABLE  
PO Box 690519  
Orlando, FL 32869-0519

Invoices should reference [Contract #](#)

The Equipment will be shipped to the Customer at the following address:

Central Florida Tourism Oversight District  
FIRE STATION 1  
651 E BUENA VISTA DR  
LAKE BUENA VISTA FL 32830

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is:

Central Florida Tourism Oversight District  
FIRE STATION 1  
651 E BUENA VISTA DR  
LAKE BUENA VISTA FL 32830

Customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact [Joel Edwards at 407-473-0998](#).

Sincerely yours,

By: \_\_\_\_\_  
[S. C. Kopelousos](#)  
[District Administrator](#)



**Published Daily in  
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida**

**Sold To:**

Central Florida Tourism Oversight District - CU00123330  
PO Box 690519  
Orlando, FL 32869

**Bill To:**

Central Florida Tourism Oversight District - CU00123330  
PO Box 690519  
Orlando, FL 32869

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice  
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on May 10, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

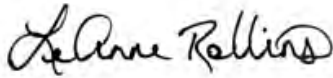


**Rose Williams**

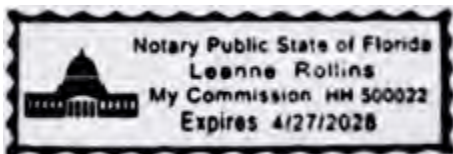
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 12 day of May, 2025,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

**NOTICE OF CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT BOARD OF  
SUPERVISORS CLOSED SESSION (SHADE)  
MEETING**

On Friday, May 23rd, 2025, at 10:30 a.m. or as soon thereafter as practicable, in accordance with Section 286.011(8), Florida Statutes, the Board of Supervisors of the Central Florida Tourism Oversight District will conduct a regularly scheduled public meeting, at the conclusion of which, the public meeting will adjourn and the Board will convene an Attorney/Client Executive Closed Session to discuss settlement negotiations, and strategy related to litigation expenditures, in the following case:

- Tracy Schrey v. Reedy Creek Improvement District, Orange County Circuit Court Case No. 2018-CA-007365 -

Upon conclusion of the Closed Session, the Chair will reconvene the public meeting, announce termination of the Closed Session and conduct any further business.

The persons in attendance at the Closed Session will be Board of Supervisor members, Chair- Alexis Yarbrough, Brian Aungst, Jr., John Gilbert, Bridget Ziegler and Scott Workman; District Administrator Stephanie Kopelousos; District General Counsel Roy Payne, District Outside Counsel Kevin Shaughnessy and a court reporter. All other persons will be excluded from the Closed Session. The regularly scheduled Board of Supervisors meeting and the Closed Session will be held at 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830.

By: Alycia M Mills, District Clerk  
Central Florida Tourism Oversight  
District  
5/10/2025 7812480

7812480