



## AGENDA

July 25, 2025  
10:30 a.m.

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

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENT PERIOD**
- 5. CONSENT AGENDA**
  - 5.1** June 27, 2025 Meeting Minutes
  - 5.2** Approve the District Administrator to execute a Developer Agreement with GPAI Groves, LLC to relocate utility infrastructure
  - 5.3** Approve the District Administrator to execute a non-exclusive temporary easement with permanent easement with Smart City Telecommunications, LLC for underground communication lines
- 6. REPORTS**
  - 6.1** Informative Report
    - Semi-Annual Easement Report
  - 6.2** Management Report
- 7. GENERAL BUSINESS**
  - 7.1** Approve purchase of one Monarch heavy rescue fire apparatus from Sutphen Corporation and authorize the District Administrator to execute documents in the amount of \$1,837,645
  - 7.2** Approve establishing the budget for the rehabilitation of Cooling Tower #5 & #6 project at the Central Energy Plant in the amount of \$1,650,000; authorizing the District Administrator to execute Contract #C006821 with Harper Limbach LLC for construction services in the amount of \$1,438,683 plus 10% contingency for a total amount of \$1,582,551; and approving an allowance for RCES design/support services fees not-to-exceed \$50,000

**7.3** Approve establishing the initial budget for the 69kV Transformer Replacement Program – Theme Park Substation project in the amount of \$6,000,000; authorizing the District Administrator to execute a task work order under Continuing Services Agreement Contract #C006661 with QTIB Engineers LLC for professional services in the amount of \$139,130 plus 10% contingency for a total amount of \$153,043; and approving an allowance for RCES design/support services fees not-to-exceed \$50,000

**7.4** Proposed Budget & Millage Presentation FY26

**8. OTHER BUSINESS**

**9. ADJOURN**

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

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



# Central Florida Tourism Oversight District

## Board of Supervisors Meeting

### REGULAR MEETING MINUTES

June 27, 2025

**Regular Meeting** called to order by Chair Yarbrough of the Central Florida Tourism Oversight District Board of Supervisors at 10:30 a.m. at the Administration Office of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. An opening Invocation by Fire Chaplain Rick Spencer and Pledge of Allegiance led by Wendy Duncan were given.

#### Present

Chair Alexis Yarbrough  
Supervisor Brian Aungst Jr.  
Supervisor Bridget Ziegler

#### Absent

Supervisor John Gilbert  
Supervisor Scott Workman

#### Also Present

District Administrator S.C. Kopelousos  
Deputy District Administrator Mike Crikis  
Chief of Finance Susan Higginbotham  
Chief Strategic Officer Chad Colby  
District Attorney Roy Payne  
District Clerk Alycia Mills  
Director of Security and Emergency Management  
Tanya Naylor  
CFTOD Operational Safety Consultant Eddie Fernandez  
Contracting Officer Tiffany Kimball  
Director of Human Resources Michelle Dicus  
Chief Information Officer Yenni Hernandez  
Assistant Chief – Operations Roger Smith  
Director of Energy Services Chris Ferraro  
Planning & Engineering Manager Katherine Luetzow  
Financial Reporting Analysis Manager Heidi Powell,  
Director of Facilities Douglas Henley  
Director of Building & Safety Ella Hickey  
Director of Public Works Jason Herrick  
Director of Environmental Sciences Wendy Duncan  
Director of Utility Business Affairs Jennifer Albritton

## PUBLIC COMMENT

There were no requests for public comment, and no public comment were made at this meeting.

## CONSENT AGENDA

Confirming there were no objections, Chair removed Item 5.3 from the Consent Agenda for consideration at a future meeting.



Supervisor Aungst moved to approve the Consent Agenda, which motion was seconded by Supervisor Ziegler. There was no discussion among the Supervisors and the Consent Agenda was approved by a unanimous vote.

## **REPORTS**

The District Administrator announced that Mandy Grant will receive the 2025 Engineering Society Engineer of year award at their annual conference.

The District is beginning the process of installing replacement lighting in each garage starting with the orange garage, and (iii).

The district held a design engineering forum for the expansion of western way and the interchange at western way and Buena Vista drive.

## **GENERAL BUSINESS**

### **7.1 Three-year contract for herbicide supply and delivery to Helena Agri-Enterprises, LLC**

Environmental Director Wendy Duncan presented information on Item 7.1 and recommended Board approval to award a three-year contract for aquatic herbicide supply and delivery to Helena Agri-Enterprises.

**There was no Board discussion. Upon motion by Supervisor Aungst, seconded by Supervisor Ziegler, the Board unanimously approved Item 7.1.**

### **7.2 Design-Build Boiler #3 Replacement - Phase 1 – Contract #C006790 with Thermal Tech, Inc. – RCES**

Energy Services Director, Chris Ferraro presented information on Item 7.2 and recommended Board approval of contract #C006790 with Thermal Tech, Inc for design-build services related to replacement of the main boiler and associated equipment in the North service area at the Central Energy Plant.

**There was no Board discussion. Upon motion by Supervisor Aungst, seconded by Supervisor Ziegler, the Board unanimously approved Item 7.2.**

## **PUBLIC HEARING**

### **Ordinance/Resolution No. 674 – First Reading – Amending the District’s current comprehensive plan**

Chair Alexis Yarbough read Ordinance/Resolution No. 674 by title only, followed by District counsel Roy Payne reading Resolution No. 674. Planning & Engineering

Manager Katherine Luetzow made a presentation regarding the 2045 Comprehensive Plan and outlined all changes.

Chair Yarbough asked for public comment, but no one requested to speak. The chair thanked Katherine Luetzow and her team for all their hard work and asked the Board if there were any comments. Supervisor Ziegler and Supervisor Aungst reiterated the Chair's comments.

**A roll call vote was conducted by District Administrator S.C. Kopelousos.**

**Chair Yarbrough – Yes**

**Supervisor Aungst - Yes**

**Supervisor Zieglar – Yes**

Motion was unanimously approved by the Board.

#### **OTHER BUSINESS**

Chair Yarbough asked if there was any further business to discuss.

#### **ADJOURN**

**There being no further business to come before the board, the Chair adjourned the meeting at 10:45 a.m.**

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 5.2

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Board Meeting Date: 07/25/2025

Subject: Developer Agreement with GPAI Groves, LLC

Presented By: Jason Herrick, Director, Public Work

Department: Public Works

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**STAFF RECOMMENDATION (Motion Ready):** Approve Agenda Item #5.2 authorizing the District Administrator to execute a Developer Agreement with GPAI Groves, LLC for relocating utility infrastructure

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**RELEVANT STRATEGIC GOALS:** Operational Excellence

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**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** The Central Florida Tourism Oversight District (the “District”) currently provides potable water and sanitary sewer services to the Emerald Grove Apartments, located on the south side of Interstate 4 (I-4). These services are governed by an existing utility agreement with Emerald Grove (the “Developer”), which remains in effect until 2040. Under the terms of this agreement, the Developer is responsible for funding the relocation of utility infrastructure necessitated by external projects, including the ongoing I-4 widening initiative led by the Florida Department of Transportation (FDOT).

As part of the I-4 widening project, FDOT has initiated condemnation proceedings to acquire a portion of the Developer’s property. This action requires the relocation of District-owned potable water and sanitary sewer infrastructure to ensure uninterrupted service delivery. To address this, the District and the Developer have negotiated a Developer Agreement (the “Agreement”), which formalizes the terms under which Emerald Grove will design, permit, and construct the necessary relocations of the District’s utility infrastructure at the Developer’s expense.

The Agreement outlines critical responsibilities, including the Developer’s obligation to adhere to District-approved design specifications and engineering standards during the planning and construction phases. The District will maintain oversight throughout the design process, providing review, comment, and approval to ensure compliance with applicable laws, regulations, and District requirements. Additionally, the Agreement mandates District inspections during construction to verify that the relocated infrastructure meets approved plans and operational standards. The Developer is also required to provide a two-year warranty on materials and workmanship, with the District named as a beneficiary, and to maintain appropriate insurance coverage to mitigate risks associated with the project.

### **FINDINGS AND CONCLUSIONS:**

This Agreement ensures the continued provision of essential utility services to the Emerald Grove Apartments while addressing the operational and infrastructural demands arising from the I-4 widening project. It establishes a framework for collaboration between the District and the Developer, safeguarding the integrity of the District’s utility systems and supporting the seamless transition of infrastructure responsibilities.

**FISCAL IMPACT:** No impact to the District

**PROCUREMENT REVIEW: N/A**

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

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- Developer Agreement with GPAI Groves, LLC

PREPARED BY AND RETURN TO:

**DEVELOPER'S AGREEMENT  
FOR RELOCATION OF SANITARY SEWER AND WATER MAIN  
INFRASTRUCTURE**

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THIS DEVELOPER'S AGREEMENT FOR RELOCATION OF SANITARY SEWER AND WATER MAIN INFRASTRUCTURE, ("**Agreement**"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "**Effective Date**"), by and between the **Central Florida Tourism Oversight District**, a public corporation and public body corporate, whose address is 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida 32830, ("**District**"), and **GPAI Groves, LLC**, a Delaware limited liability company whose address is 4582 South Ulster Street Parkway, Suite 1200/Denver, CO 80237 ("**Company**").

**WHEREAS**, Company owns certain property located at \_\_\_\_\_, in sections 27 and 28, Township 24 South, Range 28 East, Orange County, Florida, consisting of approximately 34.52 acres, more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference ("**Company Property**"); and

**WHEREAS**, District owns sanitary sewer and potable water infrastructure ("**District Infrastructure**") that is located on a portion of Company Property, as shown in **Exhibit "B"**, attached hereto and made a part hereof by reference, that must be relocated to accommodate improvements to I-4, to be constructed by the Florida Department of Transportation; and

**WHEREAS**, Company owns sanitary sewer and potable water infrastructure ("**Company Infrastructure**"), also shown in Exhibit "B," that is located on the Company Property and must be relocated to accommodate improvements to I-4, to be constructed by the Florida Department of Transportation; and

**WHEREAS**, Company has requested authorization from the District to allow Company to perform the design, permitting and construction of the relocation of the District Infrastructure, as



well as the Company Infrastructure, under the conditions outlined in this Agreement; the relocation of the Company Infrastructure and the District Infrastructure is hereinafter referred to as (“**Utility Project**”); and

**WHEREAS**, a general description of the Utility Project is shown in **Exhibit “B”** and describes the portion of the Utility Project to be owned, operated and maintained by the District and the portion of the Utility Project to be owned, operated and maintained by the Company; and

**WHEREAS**, the parties hereto desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged by the parties hereto, the District and Company agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into the substantive body of this Agreement as if set forth therein.

2. Design and Construction. Company is solely responsible for the permitting, design and construction of the Utility Project including all costs related thereto. Company will coordinate with the District during design, and will design the Utility Project in substantial conformance with **Exhibit “B.”** Upon completion of the design, Company will submit the construction plans, “**Plans,**” for the Utility Project to the District for review, comment and approval. Comment may include requests for additional information or documentation. The parties acknowledge that the review, comment and approval required under this Paragraph are time sensitive activities and need to be conducted or made promptly. Accordingly, each party agrees to respond within reasonable and customary time intervals to all requests for review, comment and approval. Company will comply with all applicable laws, rules, regulations and reasonable engineering standards in designing and constructing the Utility Project and Company will construct the Utility Project in substantial conformity with the construction plans approved and permitted by the District. Company will diligently pursue construction of the Utility Project, upon the District’s final approval of the Plans. Company will complete construction of the Utility Project on or before July 1, 2026.

3. Warranty/Maintenance Bond. Prior to final approval of the Utility Project, as described in Paragraph 5 below, Company will obtain from the contractor for the Utility Project, a one-year warranty (in the District’s standard form which has been provided to Company) on the materials and work performed on the portion of the Utility Project to be owned and maintained by the District. The District will be named as an additional beneficiary of the warranty/bond. The commencement date of the warranty/bond will be the date upon which District notifies Company of its final approval, as described in Paragraph 5 below, unless otherwise agreed by the parties.

4. Non-Conforming Work. In the event work on the Utility Project is discovered, whether by the District or Company, its consultants or contractors, which is defective or otherwise non-conforming to the requirements of the construction plans which

have been approved and permitted by the District, the District or Company will promptly notify the other party of such defect or non-compliance. Thereafter, the District will promptly determine, in its reasonable discretion and with input from Company, whether such defect or non-conformity is material in nature. In the event that such defect or non-conformity is determined by the District to material in nature, then Company will, at its cost, immediately cause such work to be removed and replaced with conforming work or otherwise remedy the materially non-conforming work to the satisfaction of the District.

5. Final Approval. Upon completion of the Utility Project, Company will notify the District and the District will conduct an inspection. Within thirty (30) days after the inspection, the District will notify Company in writing whether all work has been completed in substantial conformance with the approved and permitted construction plans and other applicable construction, permitting and engineering requirements. If District determines that any portion of the completed work is not in substantial conformance with the approved and permitted construction plans, District will identify the particular deficiencies, which must be remedied prior to the District's approval. Upon completion of the remediation work, Company will notify the District and the District will conduct an inspection of the remediation work. This process will continue until the District either approves the entire Utility Project or District determines that the Utility Project as constructed by the Company cannot be approved.

Upon receipt of the District's written notification of approval of the entire Utility Project, Company will cause the contractor to submit a final completion certification of the Utility Project. This certification must be accompanied by the As-Built drawings as well as any necessary warranties, waivers and releases from contractors, subcontractors and suppliers, test certifications, and documentation of approval of the construction by governmental agencies having jurisdiction other than the District, if any, as well as any other reasonable supporting documents required by the District. Upon the District's approval of the certification and attendant documents, District will notify Company of its final approval of the Utility Project.

The Company owns and is responsible for maintaining and operating the Utility Project, until the District's final approval of the Utility Project, as described above. Upon the District's final approval, District will assume ownership and maintenance of the District's portion of the Utility Project as shown in Exhibit "B," and Company owns, and is responsible for the operation and maintenance of, the Company's portion of the Utility Project as shown in Exhibit "B." Company will provide District with a bill of sale for the District's portion of the Utility Project if requested by the District. This provision shall survive termination of this Agreement.

6. Right of Entry Agreement. Company hereby grants District a permanent, irrevocable right of entry over, under and upon Company property, to access, inspect, operate, maintain, repair and replace the District owned portions of the Utility Project that are located on Company property. This provision shall survive termination of this Agreement and shall run with the Property.

7. Independent Contractors. Company, its agents, contractor(s), subcontractors or consultants, will perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the District, or its employees or representatives.

8. Indemnification. Company will indemnify, release and hold harmless the District, its agents, employees and elected and appointed officials, from and against all claims, damages, losses and expenses (including all costs and attorney's fees and all costs and attorney's fees on appeal), resulting from property damage, personal injury or death and arising out of or resulting from the design, permitting or construction of the Utility Project except to the extent said claims, damages, losses and expenses, arise from the negligence of the District. This provision shall survive termination of this Agreement. Nothing in this Agreement operates as a waiver of sovereign immunity.

9. Insurance. Company will, or Company will ensure that its contractor or subcontractor will, at all times, during construction of the Utility Project, maintain general public liability insurance in the amount of five million dollars (\$5,000,000.00) and automobile liability insurance in the amount of two million dollars (\$2,000,000.00), which can be achieved through a combination of primary and excess liability insurance, to afford protection to the District against any and all liability, including claims for personal injury, death or property damage arising directly or indirectly out of such work performed by Company or its agents, assigns, employees, contractors, subcontractors and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Said insurance shall be issued by solvent, reputable insurance company authorized to do business in the State of Florida, naming the District as an additional insured, with a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. The above liability policy shall contain a contractual liability endorsement in favor of the District. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District. This provision shall survive termination of this Agreement. Nothing herein operates as a waiver of sovereign immunity.

10. Default. Failure by either party to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them respectively shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within sixty (60) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such sixty (60) day period, the defaulting party fails to commence to cure or remedy the default within such sixty (60) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right to terminate this Agreement.

11. Termination. Unless terminated earlier by written consent of both parties or as provided in Paragraph 10, above, this Agreement will automatically terminate upon the

later of (i) the District's approval and acceptance of the Utility Project under Paragraph 5, above, or (ii) the expiration of the warranty in favor of the District in accordance with Paragraph 3, above.

12. Binding Effect. The terms and conditions of this Agreement shall run with the title to the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. No Waiver of Regulatory Authority. Company acknowledges that the District is the entity responsible for issuing building permits and certain other types of permits which will be required in connection with activities under this Agreement and further acknowledges that nothing in this Agreement constitutes or is intended to operate as a waiver of such regulatory authority or the application of any applicable laws, rules or regulations.

14. Amendment. This Agreement may not be terminated, modified or amended except by an instrument in writing signed by each of the parties.

15. Effective Date. This Agreement shall become effective on the date of full and complete execution by all parties hereto.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the Effective Date.

**“OWNER”**

**GPAI GROVES, LLC,**  
a Delaware limited liability company

\_\_\_\_\_ (Signature) By: \_\_\_\_\_ (Signature)

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

\_\_\_\_\_ (Print Name) Title: \_\_\_\_\_

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

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing First Amendment was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of GPAI Groves, LLC a Delaware limited liability company, on behalf thereof.

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_

(AFFIX STAMP)



**“CFTOD”**

**CENTRAL FLORIDA TOURIST OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida

\_\_\_\_ (Signature) By: \_\_\_\_\_ (Signature)  
S.C. Kopelousos, District Administrator

\_\_\_\_ (Print Name)

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

\_\_\_\_ (Signature)

\_\_\_\_ (Print Name)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as District Administrator of the **CENTRAL FLORIDA TOURIST OVERSIGHT DISTRICT** a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is ☐ personally known to me or ☐ presented \_\_\_\_\_ as identification. (Set forth type of identification presented, if applicable).

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

**EXHIBIT “A”**  
**PROPERTY DESCRIPTION**

## Legal Description

A parcel of land lying in Sections 27 and 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Begin at the West Quarter corner of said Section 27, run along the West line of the Northwest 1/4 of said Section, N 00°02'53" E, 682.89 feet; thence run along the South line of the of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 28 N 89°56'04" W, 599.63 feet to a point on the Easterly right-of-way line of State Road 400; thence run along said right-of-way the following courses thence N 38°29'40" E, 85.01 feet; thence S 51°29'59" E, 24.30 feet; thence N 42°29'47" E, 519.07 feet to a point of curvature of a curve concave Southeasterly having a radius of 616.02 feet, and a central angle of 37°22'29"; thence run Northeasterly along the arc of said curve, 401.84 feet; thence N 79°53'24" E, 876.12 feet; thence departing said right-of-way line run S 10°05'08" E, 841.27 feet to a point on a non-tangent curve concave Northwesterly having a radius of 50.00 feet, and a central angle of 89°59'49"; thence from a tangent bearing of S 10°05'20" E run Southwesterly along the arc of said curve, 78.54 feet; thence S 79°54'26" W, 57.02 feet to a point on a non-tangent curve concave Southeasterly having a radius of 85.00 feet, and a central angle of 85°16'57"; thence from a tangent bearing of S 79°54'19" W run Southwesterly along the arc of said curve, 126.52 feet; thence S 05°22'41" E, 31.47 feet to a point on the Northerly right-of-way line of Meadow Creek Boulevard; thence run along said right-of-way line the following two courses S 79°52'04" W, 30.75 feet to a point of curvature of a curve concave Southeasterly having a radius of 524.39 feet, and a central angle of 70°52'57"; thence run Southwesterly along the arc of said curve, 648.75 feet to a point on the South line of the Northwest 1/4 of said Section 27; thence along said South line S 89°42'34" W, 559.86 feet to the Point of Beginning.

## Utility Project

### EXHIBIT “B”







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# **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

## **BOARD OF SUPERVISORS REPORT 5.3**

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**Board Meeting Date: 7/25/2025**

Subject: Non-Exclusive Temporary Easement w/Permanent Easement – Smart City Telecommunications, LLC

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #5.3 authorizing the District Administrator to execute a non-exclusive temporary easement with permanent easement with Smart City Telecommunications, LLC for underground communication lines

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**RELEVANT STRATEGIC GOALS:** Quality of Place

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**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** Smart City Telecommunications, LLC is requesting permission to construct and install underground communication lines and appurtenant underground facilities within the portion of District property located across Hartzog Road, South of Western Way. This installation will be connecting to existing infrastructure of Smart City Telecommunications, LLC that currently is present in the District's property. The temporary easement outlines terms and conditions and is also accompanied by the permanent easement which shall be completed upon construction completion.

**FINDINGS AND CONCLUSIONS:** The non-exclusive easement provides a mechanism to grant use of District property, establishing terms and provisions of that use.

**FISCAL IMPACT:** N/A – Installation and any future relocation shall be at Smart City Telecommunications, LLC sole cost and expense.

**PROCUREMENT REVIEW:** N/A

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

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:** See attached Temporary Construction Easement.

## NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

**THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT** (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 (“**Grantor**”), and **SMART CITY TELECOMMUNICATIONS, LLC** a Foreign Limited Liability Company, whose mailing address is Post Office Box 22555, Lake Buena Vista, Florida 32830-2555 (“**Grantee**”).

### **WITNESSETH:**

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

**WHEREAS**, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Easement Area**”), for the purpose of: (i) constructing and installing underground communication lines, conduits and appurtenant underground facilities (the “**Communication Lines**”); and, in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit “B”; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the “**permitted use**”); and

**WHEREAS**, Grantor agrees to grant to Grantee this non-exclusive temporary easement and, upon termination of this Temporary Easement Agreement, to grant a permanent easement on, over, under and across the portions of the Easement Area where the Communication Lines are located, subject to the terms and conditions set forth below.

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

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

**2.     Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “**Termination Date**”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Communication Lines in accordance with Section 3 hereof, or (ii) **March 31, 2026**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Permanent Easement.** Promptly upon completion by Grantee of the Communication Lines, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the Communication Lines which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Communication Lines placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed five (5) feet in width. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

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

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

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

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

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

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Communication Lines to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained

herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Communication Lines are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Communication Lines. If any or all of the Easement Area or the Communication Lines are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Communication Lines, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

**6. Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

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

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

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

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

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

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

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

8. **Condition of Easement Area; Indemnity.**

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



employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnites as aforesaid:

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

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

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

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnites pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnites' willful misconduct).

9. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "Additional Insured"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and non-contributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

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

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

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

If to Grantor:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: District Administrator
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With a copy to:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Lake Buena Vista, Florida 32869-0519 Attn: Legal Counsel
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If to Grantee:	Smart City Telecommunications, LLC Post Office Box 22555 Lake Buena Vista, Florida 32830-2555 Attn: Legal Counsel
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13. **Counterparts.** This Temporary Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida

\_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

**S. C. Kopelousos**, District Administrator

Dated: \_\_\_\_\_

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. She is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

**SMART CITY TELECOMMUNICATIONS, LLC,**  
a Foreign Limited Liability Company

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_ (Title)

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Foreign Limited Liability company, on behalf of the company. He is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### Description of Temporary Easement Area



**EXHIBIT "B"**

**FORM OF RIGHT OF WAY PERMIT**

DATE \_\_\_\_\_ PERMIT NUMBER \_\_\_\_\_

**CORRIDOR: Road / Canal Name** \_\_\_\_\_

**County** \_\_\_\_\_ **Section(s)** \_\_\_\_\_ **Township** \_\_\_\_\_ **Range** \_\_\_\_\_

**PERMITTEE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**Permittee is requesting permission from the Central Florida Tourism Oversight District (hereinafter "CFTOD") to:**

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

\_\_\_\_\_ **and the conditions set forth and described in Exhibits "A" and "B" (hereinafter the "Work") (Attach additional sheets, if required. Coordinates referencing the precise location of the Work must be specified)**

1. The work is within the corporate limits of a municipality. Yes ( ) No ( ) [Mark one]  
If Yes, indicate the name of the municipality \_\_\_\_\_
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on \_\_\_\_\_ to the following utilities/municipalities  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1920 East Buena Vista Drive, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all CFTOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on \_\_\_\_\_ and shall be **finished** with all of the **Work** by \_\_\_\_\_. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.

10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of CFTOD), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of CFTOD. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain \_\_\_\_\_ document between CFTOD and \_\_\_\_\_, dated \_\_\_\_\_, and, if recorded, filed in the records of \_\_\_\_\_ County, Book \_\_\_\_\_, Page \_\_\_\_\_.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with CFTOD's construction work, to coordinate with CFTOD before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with CFTOD and with CFTOD's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of CFTOD or CFTOD's contractor(s). Permittee further agrees to defend any legal claims of CFTOD or CFTOD's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "**Law**" or the "**Laws**", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
15. Special Instructions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless CFTOD and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or CFTOD. Permittee shall cooperate with CFTOD in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to CFTOD. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.



17. During construction, Permittee shall observe all safety regulations imposed by CFTOD and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.
18. If Permittee, in the sole and absolute discretion of CFTOD, shall be found not to be in compliance with CFTOD's requirements in effect as of the approval date of this Permit, this Permit shall be void, and all Work must either be immediately brought into compliance or removed from the corridor at the sole expense of Permittee.
- a) In conjunction therewith, Permittee shall, without violating any Laws:
- i) Deactivate, place out of service or remove the described facilities and the Work in accordance with Industry Standards and and/or within the specifications of and to the sole satisfaction of CFTOD in accordance with the terms of this Permit, as hereinabove set forth;
  - ii) Retain ownership and all legal obligations of ownership of the Work and all facilities associated therewith; and
  - iii) Be responsible (upon the request of CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD's corridor.
- b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, its Board of Supervisors, elected and appointed officials, and any of its directors, officers, employees or agents, from and against any loss, damage, claim, cost, charge or expense arising:
- i) From or as a result of the presence of the Work and the associated facilities, or the materials and/or products utilized therein, including removal of same;
  - ii) Out of any act, action, negligence, omission, or commission by Permittee, its officers, agents, employees, contractors or subcontractors; or
  - iii) If applicable, as a result of placing the facilities installed by Permittee out of service, including, but not limited to, causes arising out of any future removal of the facilities or the Work by Permittee or any entity other than Permittee, whether or not such entity is acting at the instruction of Permittee or CFTOD.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD's prior written consent.
20. CFTOD agrees to allow Permittee to retain the facilities hereinabove described within the corridor for the time period set forth in paragraph 9 above, contingent upon, the continuing satisfactory performance of the conditions of this Permit.
21. Permittee's employee responsible for Maintenance of Traffic is \_\_\_\_\_

PRINT NAME

Contact number (\_\_\_\_)\_\_\_\_\_

Submitted By:

Printed Name of Permittee

Date

Title (If doing business under a fictitious name, provide proof of compliance with Law

Signature of Permittee

Approved by:

CFTOD Engineer or Authorized Representative

Date

ISSUED FOR:

**The following is Required for Sign Installation Only**

**Please Provide All of the Following Information:**

(Attach additional sheets if required)

**Purpose of Sign:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Location of Sign:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Disney Grid Coordinates:** \_\_\_\_\_  
\_\_\_\_\_

**Type of Sign:** \_\_\_\_\_  
\_\_\_\_\_

**Face of Sign, including All Symbols or Text :**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Once the approved sign has been installed a digital photograph along with the CFTOD sign identification number must be provided to CFTOD.**

**NOTE:** The Central Florida Tourism Oversight District (CFTOD) follows the minimum standards established in the Florida Department of Transportation (FDOT) Manual of Uniform Traffic Control Devices (MUTCD). In addition to these standards, the CFTOD has also adopted the signage standards specific to CFTOD. All proposed signage must be reviewed and approved by the CFTOD Senior Planner, or authorized representative, prior to the completion of this application.

Planning Approval by \_\_\_\_\_  
DATE \_\_\_\_\_

**CORRIDOR PERMIT  
FINAL INSPECTION REPORT**

DATE: \_\_\_\_\_ PERMIT NUMBER: \_\_\_\_\_

COUNTY/SECTION/TOWNSHIP/RANGE: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

**Required for Sign Installation:**

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON \_\_\_\_\_

**REMARKS:**

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

I, the undersigned, do hereby attest that the Work approved by the Permit set forth above was installed in accordance with all Permit requirements.

SIGNED: \_\_\_\_\_  
(Permittee)

TITLE: \_\_\_\_\_

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

INSPECTED BY: \_\_\_\_\_

PERMIT CLOSURE APPROVED BY: \_\_\_\_\_

**EXHIBIT "C"**

**FORM OF PERMANENT EASEMENT AGREEMENT**

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Record and Return to:

Central Florida Tourism Oversight District  
Post Office Box 690519  
Orlando, Florida 32869-0519  
Attn: Planning & Engineering

**NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT**

**THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement")** is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("**Grantor**") and \_\_\_\_\_, a \_\_\_\_\_, whose mailing address is \_\_\_\_\_ ("**Grantee**").

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

**WHEREAS**, Grantor is the fee owner of certain real property located in \_\_\_\_\_ County, Florida (the "**Property**"); and

**WHEREAS**, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) inspecting, replacing (in the same location), operating, maintaining, and repairing Grantee's existing underground communication lines and underground facilities (the "Communication Lines"); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "**permitted use**"); and

**WHEREAS**, Grantor agrees to grant to Grantee this non-exclusive permanent easement subject to the terms and conditions set forth below.

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

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.

2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive easement in perpetuity, or such earlier date as the use thereof as set forth herein is abandoned (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to specify which portions of the Easement Area shall be used by Grantee for all or any portion of the \_\_\_\_\_ (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the

Property and Grantor's adjacent property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the \_\_\_\_\_ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

Grantee acknowledges that Grantee's subcontractor has constructed a conduit within the Easement, "Conduit," that was not constructed in compliance with the vertical profile in the Right of Way Permit. In other words, the Conduit, as constructed, is shallower than the Right of Way Permit provided. Grantee further acknowledges that the Communication Lines have been installed within the Conduit. Notwithstanding this discrepancy, Grantee has agreed to allow the Conduit to remain as constructed in consideration for Grantee's assumption of any and all liability arising from the operation and maintenance of the Communication Lines and the Conduit. In addition, if Grantor determines, in the future, that the Conduit must be relocated in the interest of public safety or traffic operations, Grantee will diligently obtain a Right of Way Permit and conduct the relocation at its sole cost.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area. In the case of an emergency, oral notification to the Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work and shall be followed within 72 hours with a request for a Right-of-Way Permit. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

**3. Limitation of Rights.** This Permanent Easement Agreement creates a non-exclusive Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 4.d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor. Replacement of the Communication Lines or the Conduit with facilities in the same location and of the same type, size, number and capacity shall be deemed construction of new facilities.

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

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

**b)** after reasonable notice (except in circumstances of emergency), to temporarily interrupt Grantee's use of the Easement Area or the \_\_\_\_\_ from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property;

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

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

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

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

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

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

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

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

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

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

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor’s costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor’s receipt of full payment therefor.

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

7. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area “as is” and “where is” with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its grantees, invitees, employees, contractors, and agents. Grantee (for itself, its grantees, invitees, contractors, and agents and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the Central Florida Tourism Oversight District, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, “**Indemnitees**”) from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys’ fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee

(its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

**b)** If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

**i)** Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

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

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

**c)** Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

**8. Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

**a)** Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

**b)** Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and non-contributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

**9. Assignment.** Grantor may, at any time, in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be



deemed to have assumed and be bound by the obligations of Grantor hereunder. This Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

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

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

If to Grantor: Central Florida Tourism Oversight District  
1900 Hotel Plaza Boulevard, P.O. Box 690519  
Orlando, Florida 32869-0519  
Attn: District Administrator

With a copy to: Central Florida Tourism Oversight District  
1900 Hotel Plaza Boulevard, P.O. Box 690519  
Orlando, Florida 32869-0519  
Attn: Legal Counsel

If to Grantee: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

**12. Counterparts.** This Permanent Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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

**14. Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Permanent Easement Agreement, or arising out of any matter pertaining to this Permanent Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial

Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

**15. Binding Obligations.** This Permanent Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

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

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

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

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

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APPEAR ON THE FOLLOWING PAGES]

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

WITNESSES TO GRANTOR:

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_ (Signature)

**S.C. Kopelousos**, District Administrator

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **S.C. Kopelousos.**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. She is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_ (Title)

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**

**Description of Permanent Easement Area**

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# **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

## **BOARD OF SUPERVISORS REPORT 6.1**

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**Board Meeting Date: 7/25/2025**

Subject: Semi-Annual Report of Easements

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

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**STAFF RECOMMENDATION** (Motion Ready): Informational Report Only

**RELEVANT STRATEGIC GOALS:** Operational Excellence

**PROOF OF PUBLICATION:** N/A

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### **BACKGROUND:**

Resolution No. 565 authorizes the District Administrator to execute routine non-exclusive temporary and permanent easements on behalf of the District from time to time. These easements are of a routine nature and are substantially consistent with the forms of agreement reviewed and approved by the Board under Resolution No. 565.

**FINDINGS AND CONCLUSIONS:** A provision of Resolution No. 565 is that a semi-annual report of easements is presented to the Board of Supervisors.

**FISCAL IMPACT:** N/A

**PROCUREMENT REVIEW:** N/A

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

### **ALTERNATIVE:**

None. Completing and filing this report is a requirement of Resolution No. 565.

### **SUPPORT MATERIALS:**

A copy of the itemized log and easements is provided.

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

**LOG #45 – January through June 2025**

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
3/31/2025	From CFTOD to Walt Disney Parks and Resorts U.S., Inc. to CFTOD	Non-Exclusive Temporary Easement Agreement	<p>TCE to Walt Disney Parks and Resorts U.S., Ince. to construct traffic signal modifications at the intersection of Maple Road and Floridian Place.</p> <p>For the purpose of: (i) constructing and installing new traffic signal equipment, mast arms, foundations, underground conduits, and appurtenant equipment for a fully-signalized intersection at Maple Road and Floridian Place (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>
4/9/2025	From Walt Disney Parks and Resorts U.S., Inc. to CFTOD	Non-Exclusive Temporary Easement Agreement	<p>TCE from WDPR for rehabilitation repairs to CFTOD’s stormwater control structure, S-405, along Bear Island Road.</p> <p>For the purpose of: (i) repairing and rehabilitating an existing stormwater control structure that was damaged along with ancillary work associated with those repairs (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>

## **NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT**

**THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT** (“Temporary Easement Agreement”) is made as of the Effective Date (as hereinafter defined) by and between **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate (“Grantor”), and the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 (“Grantee”).

### **WITNESSETH:**

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

**WHEREAS**, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Easement Area”), for the purpose of: (i) repairing and rehabilitating an existing stormwater control structure that was damaged along with ancillary work associate with those repairs (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the “permitted use”); and

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “Easement”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on **September 30, 2026** (the “Termination Date”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee’s access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.



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

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

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

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

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

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

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

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

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

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

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

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

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

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

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

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

**7. Condition of Easement Area; Indemnity.**

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

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

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

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

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

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of Grantor pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's willful misconduct).

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

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

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

If to Grantor: Walt Disney Parks and Resorts U.S., Inc.  
1375 Buena Vista Drive, Post Office Box 10000  
Lake Buena Vista, Florida 32830  
Attn: Chief Counsel – Legal Department

If to Grantee: Central Florida Tourism Oversight District  
1900 Hotel Plaza Boulevard, P.O. Box 690519  
Orlando, Florida 32869-0519  
Attn: District Administrator  
Facsimile: (407) 934-6200

With a copy to: Central Florida Tourism Oversight District  
1900 Hotel Plaza Boulevard, P.O. Box 690519  
Orlando, Florida 32869-0519  
Attn: Legal Counsel

11. **Counterparts.** This Temporary Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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

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

The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

[Signature] (Signature)  
LOWELL FLATFORD (Print Name)

[Signature] (Signature)  
CAROLYN KINSLER (Print Name)

By: [Signature] (Signature)  
SEAN ROBERTS (Print Name)

Its: VICE PRESIDENT (Title)

Dated: 4/1/25

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1<sup>st</sup> day of APRIL, 2025, by SEAN ROBERTS, as VICE PRESIDENT of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf of the company. He is ☒ personally known to me or ☐ produced as identification.

[Notary Seal]



Lowell Flatford  
Comm.: HH 585316  
Expires: Oct. 28, 2028  
Notary Public - State of Florida

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

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida

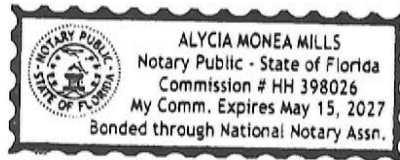
[Signature] (Signature)  
Roy Payne (Print Name)  
[Signature] (Signature)  
Chad Colby (Print Name)

By: [Signature] (Signature)  
S. C. Kopelousos, District Administrator  
Dated: 4/9/25

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9<sup>th</sup> day of April, 2025, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced \_\_\_\_\_ as identification.

[Notary Seal]

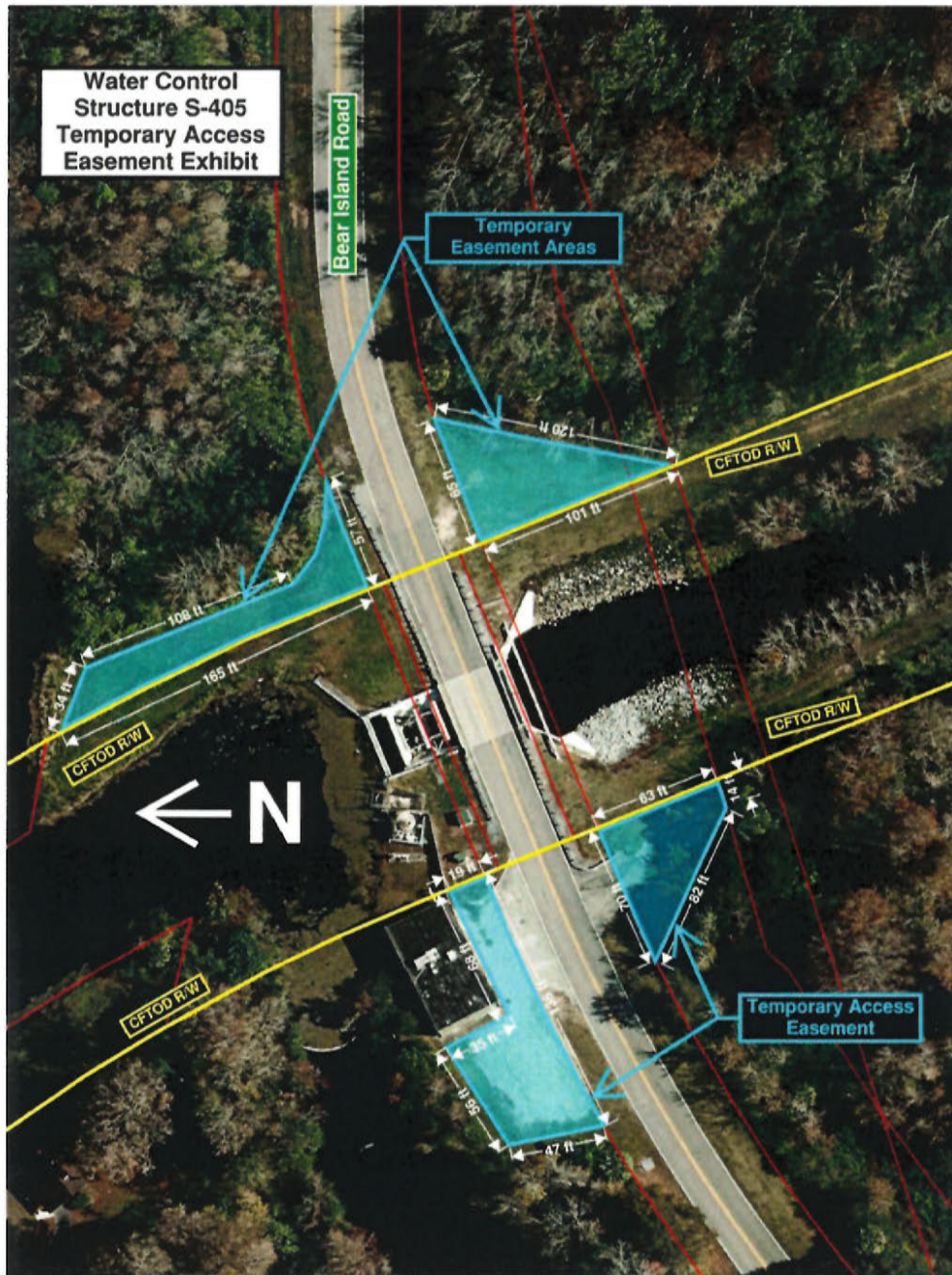


[Signature]  
Notary Public  
Alycia M. Mills  
Name typed, printed or stamped  
My Commission Expires: 5/15/2027



**EXHIBIT "A"**

**Temporary Easement Area**





## NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("**Grantor**"), and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate ("**Grantee**").

### WITNESSETH:

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

**WHEREAS**, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) constructing and installing new traffic signal equipment, mast arms, foundations, underground conduits, and appurtenant equipment for a fully-signalized intersection at Maple Road and Floridian Place (the "**Work**"); and, in accordance with the right of way utilization permit application, a copy of which is attached hereto as Exhibit "B"; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "**permitted use**"); and

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on **January 31, 2026** (the "**Termination Date**"). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

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

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

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

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

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

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

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

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

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

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

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

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

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

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

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

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

**7. Condition of Easement Area; Indemnity.**

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

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

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

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

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

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "Additional Insured"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and non contributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

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

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

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

If to Grantor:

Central Florida Tourism Oversight District  
1900 Hotel Plaza Boulevard, P.O. Box 690519  
Orlando, Florida 32869-0519  
Attn: District Administrator

With a copy to: Central Florida Tourism Oversight District  
1900 Hotel Plaza Boulevard, P.O. Box 690519  
Orlando, Florida 32869-0519  
Attn: Legal Counsel

If to Grantee: Walt Disney Parks and Resorts U. S., Inc.  
1375 Buena Vista Drive, Post Office Box 10000  
Lake Buena Vista, Florida 32839  
Attn: Chief Counsel - Legal Department

12. **Counterparts.** This Temporary Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida

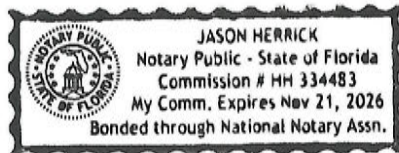
[Signature] (Signature)  
Ray Payne (Print Name)  
Chad Colby (Signature)  
Chad Colby (Print Name)

By: [Signature] (Signature)  
S. C. Kopelousos, District Administrator  
Dated: 3/31/25

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31 day of March, 2025, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. She is ☒ personally known to me or ☐ produced \_\_\_\_\_ as identification.

[Notary Seal]



[Signature]  
Notary Public  
Jason D. Herrick  
Name typed, printed or stamped  
My Commission Expires: 11/21/26

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]



WITNESSES TO GRANTEE:

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

Katherine Dellacapa (Signature)  
Katherine Dellacapa (Print Name)

Carol Kinsler (Signature)  
Carol Kinsler (Print Name)

By: Scott Justice (Signature)  
Scott Justice (Print Name)

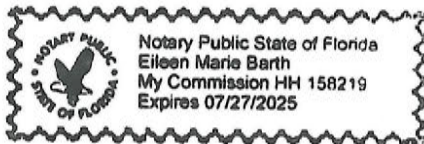
Its: Vice President, Asst Sec'y (Title)

Dated: March 21, 2025

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21<sup>st</sup> day of March, 2025, by Scott Justice as Vice President, Asst Sec'y of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf of the company. He/She is ☒ personally known to me or ☐ produced \_\_\_\_\_ as identification.

[Notary Seal]

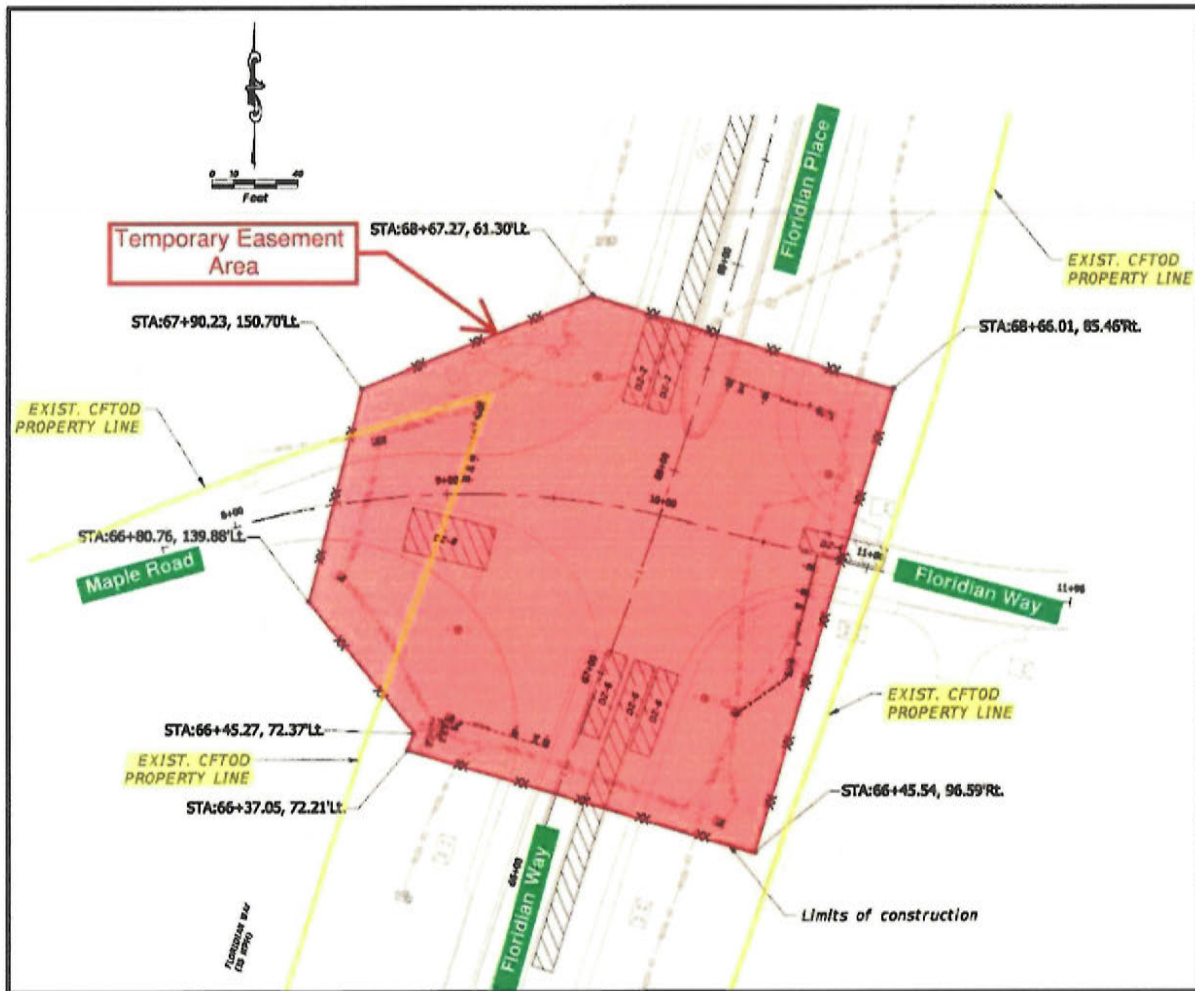


Eileen Marie Barth  
Notary Public  
Eileen Marie BARTH  
Name typed, printed or stamped  
My Commission Expires: 7/27/2025



## EXHIBIT "A"

### Description of Temporary Easement Area



**EXHIBIT "B"**

**FORM OF RIGHT OF WAY PERMIT**

DATE \_\_\_\_\_ PERMIT NUMBER \_\_\_\_\_

**CORRIDOR: Road / Canal Name** \_\_\_\_\_

**County** \_\_\_\_\_ **Section(s)** \_\_\_\_\_ **Township** \_\_\_\_\_ **Range** \_\_\_\_\_

**PERMITTEE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**Permittee is requesting permission from the Central Florida Tourism Oversight District (hereinafter "CFTOD") to:**

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

\_\_\_\_\_ **and the conditions set forth and described in Exhibits "A" and "B" (hereinafter the "Work") (Attach additional sheets, if required. Coordinates referencing the precise location of the Work must be specified)**

1. The work is within the corporate limits of a municipality. Yes ( ☐ ) No ( ☐ ) [Mark one]  
If Yes, indicate the name of the municipality \_\_\_\_\_
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on \_\_\_\_\_ to the following utilities/municipalities  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1920 East Buena Vista Drive, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all CFOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on \_\_\_\_\_ and shall be **finished** with all of the **Work** by \_\_\_\_\_. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.

12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of CFTOD), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of CFTOD. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain \_\_\_\_\_ document between CFTOD and \_\_\_\_\_, dated \_\_\_\_\_, and, if recorded, filed in the records of \_\_\_\_\_ County, Book \_\_\_\_\_, Page \_\_\_\_\_.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with CFTOD's construction work, to coordinate with CFTOD before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with CFTOD and with CFTOD's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of CFTOD or CFTOD's contractor(s). Permittee further agrees to defend any legal claims of CFTOD or CFTOD's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "**Law**" or the "**Laws**", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
15. Special Instructions:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless CFTOD and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use of the right-of-way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or CFTOD. Permittee shall cooperate with CFTOD in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to CFTOD. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.
17. During construction, Permittee shall observe all safety regulations imposed by CFTOD and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.

18. If Permittee, in the sole and absolute discretion of CFTOD, shall be found not to be in compliance with CFTOD's requirements in effect as of the approval date of this Permit, this Permit shall be void, and all Work must either be immediately brought into compliance or removed from the corridor at the sole expense of Permittee.

a) In conjunction therewith, Permittee shall, without violating any Laws:

- i) Deactivate, place out of service or remove the described facilities and the Work in accordance with Industry Standards and and/or within the specifications of and to the sole satisfaction of CFTOD in accordance with the terms of this Permit, as hereinabove set forth;
- ii) Retain ownership and all legal obligations of ownership of the Work and all facilities associated therewith; and
- iii) Be responsible (upon the request of CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD's corridor.

b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, its Board of Supervisors, elected and appointed officials, and any of its directors, officers, employees or agents, from and against any loss, damage, claim, cost, charge or expense arising:

- i) From or as a result of the presence of the Work and the associated facilities, or the materials and/or products utilized therein, including removal of same;
- ii) Out of any act, action, negligence, omission, or commission by Permittee, its officers, agents, employees, contractors or subcontractors; or
- iii) If applicable, as a result of placing the facilities installed by Permittee out of service, including, but not limited to, causes arising out of any future removal of the facilities or the Work by Permittee or any entity other than Permittee, whether or not such entity is acting at the instruction of Permittee or CFTOD.

19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD's prior written consent.

20. CFTOD agrees to allow Permittee to retain the facilities hereinabove described within the corridor for the time period set forth in paragraph 9 above, contingent upon, the continuing satisfactory performance of the conditions of this Permit.

21. Permittee's employee responsible for Maintenance of Traffic is \_\_\_\_\_

PRINT NAME

Contact number (\_\_\_\_)\_\_\_\_\_

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

Printed Name of Permittee

Date

\_\_\_\_\_  
Title (If doing business under a fictitious name, provide proof of compliance with Law

\_\_\_\_\_  
Signature of Permittee

Approved by: \_\_\_\_\_

CFTOD Engineer or Authorized Representative

Date

ISSUED FOR:

**The following is Required for Sign Installation Only**

**Please Provide All of the Following Information:**

(Attach additional sheets if required)

**Purpose of Sign:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Location of Sign:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Disney Grid Coordinates:** \_\_\_\_\_  
\_\_\_\_\_

**Type of Sign:** \_\_\_\_\_  
\_\_\_\_\_

**Face of Sign, including All Symbols or Text:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Once the approved sign has been installed a digital photograph along with the CFTOD sign identification number must be provided to CFTOD.**

**NOTE:** The Central Florida Tourism Oversight District (CFTOD) follows the minimum standards established in the Florida Department of Transportation (FDOT) Manual of Uniform Traffic Control Devices (MUTCD). In addition to these standards, the CFTOD has also adopted the signage standards specific to CFTOD. All proposed signage must be reviewed and approved by the CFTOD Senior Planner, or authorized representative, prior to the completion of this application.

Planning Approval by \_\_\_\_\_  
DATE \_\_\_\_\_

**CORRIDOR PERMIT  
FINAL INSPECTION REPORT**

DATE: \_\_\_\_\_ PERMIT NUMBER: \_\_\_\_\_

COUNTY/SECTION/TOWNSHIP/RANGE: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

**Required for Sign Installation:**

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON \_\_\_\_\_

**REMARKS:**

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I, the undersigned, do hereby attest that the Work approved by the Permit set forth above was installed in accordance with all Permit requirements.

SIGNED: \_\_\_\_\_  
(Permittee)

TITLE: \_\_\_\_\_

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

INSPECTED BY: \_\_\_\_\_

PERMIT CLOSURE APPROVED BY: \_\_\_\_\_

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# **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

## **BOARD OF SUPERVISORS REPORT 7.1**

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**Board Meeting Date: 07/25/2025**

**Subject:** Replacement Heavy Rescue Fire Apparatus

**Presented By:** Eric Ferrari, Fire Chief

**Department:** District Fire Department

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.1 the purchase of a Monarch heavy rescue fire apparatus from Sutphen Corporation and authorize the District Administrator to execute documents in the amount of \$1,837,645

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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 District Fire Department owns and operates one heavy rescue fire truck, currently located at Fire Station 4. This vehicle is dispatched throughout the District on an as needed basis. The fire apparatus has been in service since 2006 and is approaching the end of life at 19 years of service.

Replacing a fire apparatus vehicle is affected by several key factors including mileage, hours of usage, maintenance and repair history, and significant changes (specifically to safety standards) to NFPA 1901 (National Fire Protection Association) – for Automotive Fire Apparatus. All fire suppression apparatus should be retired after 20 years of life.

This vehicle carries specialized emergency equipment for emergencies dealing with confined space rescue, high angle (rope) rescue, hazardous materials incidents and specialized victim extrications. The proposed replacement unit provides modernized and updated vehicles containing more storage capacity along with improved and safer equipment accessibility.

### **FINDINGS AND CONCLUSIONS:**

The District has purchased three (3) fire engines from Sutphen Corporation in recent years. Sutphen Corporation is providing the District with a significant discount in the amount of \$36,225 by Sourcewell competitive contract RFP #113021. Sutphen Corporation provides a local repair representative and can be onsite quickly. Additionally, it is important to remain with a single manufacturer whenever possible for operator familiarity and safety and crew familiarity with equipment locations. The apparatus provided will be required to meet all new NFPA, EPA and DOT regulations.

Because of high demand, the build time is approximately 24 months with delivery in FY2027 (October 2027)

### **FISCAL IMPACT:**

Funding for this purchase was budgeted in FY2025 in Account 124-001-5609-522 in the amount of \$630,000. FY2026 for \$630,000 and FY2027 for \$577,645

### **PROCUREMENT REVIEW:**

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

**LEGAL REVIEW:**

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- Contract - Sutphen Corporation





## PROPOSAL

**TO THE:**

Central Florida Tourism  
Oversight District Procurement Dept.  
1900 Hotel Plaza Blvd.  
Lake Buena Vista, FL. 32830

**DATE:** June 16, 2025

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

**One (1) Sutphen Heavy Rescue Truck Complete and Delivered for the Total Sum of ..... \$1,873,869.63**

- 1. A prepayment discount is offered at \$36,225.00 for the following schedule below for new Total sum of.....\$1,837,644.63**
- 2. prepayment of two (2) installations of \$630,000.00 one (1) in July 2025 and 2<sup>nd</sup> in October 2025 for a total of \$1,260,000.00**
- 3. Final Payment due upon delivery of \$577,644.63**

The apparatus and equipment being purchased hereunder shall be completed within approximately **22-24 months** after Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

321-460-0555

Mark W. Oakes  
South Florida Emergency Vehicles  
Authorized Representative for Sutphen Corporation



## Sutphen

### Component Report

Dealership: South Florida  
Emergency Vehicles

## HS- Central Florida Tourism Oversight District, Florida Chassis Only

Order#: DQ018374-1

Contact:

Position:

Phone:

Mobile:

Email:

### Bill To

Customer: Central Florida Tourism Oversight District  
Contact: ,  
Address: Accounts Payable  
PO Box 690519  
Orlando, Florida 32869

### Ship To

Customer: Central Florida Tourism Oversight District  
Contact: ,  
Address: Procurement Department  
1900 Hotel Plaza Blvd  
Lake Buena Vista, Florida 32830

### Comments

Project Manager:  
Sales Person: Mark Oakes  
Revision Level:  
Truck Type:  
Body Facility:

### Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1	SpringCHS	1	Facility = Urbana Chassis
2		1	**ENG Electrical System = Point-to-Point
3	SVI	1	Body Manufacturer = SVI
4	WalkAround	1	Body Access = Walk-Around
5	Sourcewell	1	Cooperative Purchasing =Sourcewell
6	10000225	1	STD WIRING SCHEMATIC (USB)
7	10000321	1	~FACTORY REP HOLD PRECON VIA TELE CONFERENCE
8	10000331	1	~FACTORY REP NOT ATTENDING FINAL INSPECTION
9	10310100	1	CHASSIS
CHASSIS			
10	10010006	1	CHASSIS, OUTSIDE SALE
11	51088888	1	Wheelbase = TBD
12	51010310	1	WHEELBASE GREATER THAN 200"

Line	Item #	Qty	Item Description/Comments
13		1	<b>**ENG Wheelbase Note = Wheelbases and component designs may be subject to change pending finalized designs from Cummins on 2027 EPA compliant aftertreatment systems.</b>
14		1	<b>**ENG PTA Number = TBD</b>
15	25010255	1	FRAME, 10" DOUBLE RAILS, DOMEX, SINGLE AXLE (110K PSI)
16	45040120	1	FRONT BUMPER CLIP, HEAVY DUTY, TOW FRIENDLY
17	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
18	40010250	1	STEERING - ROSS TAS-85
19	40010500	1	STEERING GEAR WARRANTY, ROSS, 1-YEAR
20	22010050	1	DRIVE LINE, SPICER, 1810 SERIES
21	23015100	1	ENGINE, CUMMINS X10 HHD 450HP DOC-DPF-DEF-SCR OBD
22	23029215	1	ENGINE WARRANTY, 8 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
23	23029415	1	AFTERTREATMENT WARRANTY, 8 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
24	23030006	1	AIR INTAKE/EMBER SEPARATOR
25	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
26	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
27	47012520	1	TRANSMISSION, ALLISON GEN 6, EVS4000 (X10HHD, X12, X15)
28	47020100	1	TRANSMISSION WARRANTY, ALLISON, 5 YEARS
29	23110000	1	JACOBS ENGINE BRAKE
30	47024050	1	TRANSMISSION COOLER
31	47030000	1	ALLISON TOUCH PAD SHIFTER
32	47030140	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR LOCKED, MODE BUTTON FOR GENERATOR
33	21021200	1	COOLING SYSTEM
34	21030195	1	COOLANT FILTER
35	21030000	1	FAN CLUTCH
36	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
37	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL
38	26030000	1	FUEL FILL

Line	Item #	Qty	Item Description/Comments
39	26030100	1	FUEL COOLER
40	24040000	1	DIESEL EXHAUST FLUID TANK
41		1	**ENG DEF Access = Hinged Door for DEF Access.
42	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003
43	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
44	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
45	15030215	1	MASTER BATTERY DISCONNECT SWITCH
46	15031700	1	BATTERY JUMPER TERMINALS
47	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012
48		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
49	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX
50		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
51		1	**ENG Shoreline Cover Color = TBD @ Precon.
52	15040100	6	120V OUTLET WIRED TO SHORELINE INLET - EA (6)
53		1	**ENG NEMA Number = TBD @ Precon.
54	15030465	1	ADDITIONAL 120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX
55		1	**ENG Additional Shoreline Requirements = 1st one labeled Charger and second one labeled outlets
56		1	**ENG Additional Shoreline Location = Driver's side of Cab, standard location.
57		1	**ENG Additional Shoreline Cover Color = TBD @ Precon.
58	14022130	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 23,000 LB.
59	14030120	1	FRONT AXLE WARRANTY, HENDRICKSON, 5 YEARS
60	41022130	1	FRONT SUSPENSION, HENDRICKSON 23,000 LBS. (4) 56" LEAFS
61	41030035	1	FRONT SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON REAR SUSPENSION)
62	41040510	1	STEER ASSIST
63	43010322	1	FRONT TIRES, GOODYEAR, 425/65R22.5 LRL, ARMOR MAX PRO GRADE MSA 22.5 X 12.25 WHEELS
64	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.

Line	Item #	Qty	Item Description/Comments
65	14530010	1	REAR AXLE WARRANTY, MERITOR, 3 YEARS
66	14530100	1	TOP SPEED, 68 MPH
67	42010015	1	REAR SUSPENSION, HENDRICKSON FIREMAAX 27,000 LBS. AIR RIDE
68	42030035	1	REAR SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON FRONT SUSPENSION)
69	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
70	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
71	44210210	1	WHEELS, ALUM, ALCOA, DURABRITE (max 27K rear)
72	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
73	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
74	44271100	1	MUD FLAPS, FRONT (PAIR)
75	44271200	1	MUD FLAPS, REAR (PAIR)
76	16010009	1	BRAKES MERITOR SCAM 6" FRONT, SCAM 7" REAR
77	18010041	1	AIR BRAKE SYSTEM 4 TANKS WABCO 1200 DRYER (24K, 27K)
78	18015000	1	WABCO ABS BRAKING SYSTEM WARRANTY, 3 YEARS /300,000 MILES
79	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
80	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
81	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
82		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
83	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
84	18036105	1	TIMER, KUSSMAUL AUTO PUMP
85	18210000	1	ELEC STABILITY CONTROL SYST
86	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
87	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
88	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
89	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
90	10310110	1	CAB
CAB			


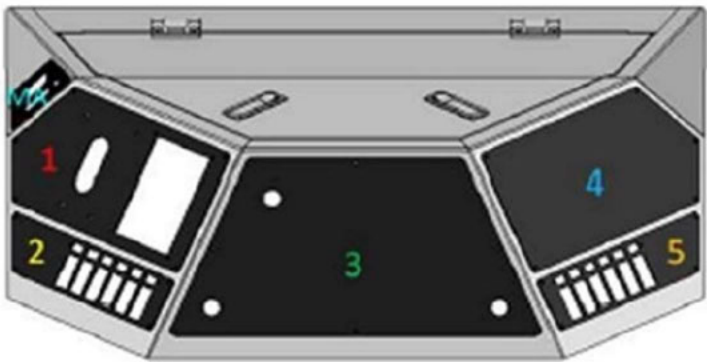
Line	Item #	Qty	Item Description/Comments
91	11023275	1	CAB TSAL4P 73" 20" RR 1/2
92	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
93	11030950	1	CAB LOCKDOWN LATCHES
94	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
95	11031032	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE FRONT BUMPER
96	11031100	1	MANUAL BACK-UP TILT SYSTEM
97	11031350	1	CAB DOORS, FULL LENGTH (4)
98	11031375	1	CAB DOOR LOCKS, ELECTRIC (KEYLESS ENTRY)
99	11031380	1	KEYLESS ENTRY OVERRIDE
100		1	**ENG Keyless Override Location = SPECIAL ITEM, PANIC hidden at LH & RH Grill also
101	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
102	11031390	1	AUXILIARY CAB STEPS, ALUM, GRIP STRUT (SET OF 4)
103	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
104	11031421	1	CAB DOOR WINDOWS, POWER (4)
105	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
106	11031460	1	NO WINDOWS, BACK WALL OF CAB
107	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
108	52010010	1	ELECTRIC INTERMITTENT WIPERS
109	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
110		1	**ENG Override Switch to Re-Engage Wipers? = To Be Determined @ PreCon.
111	52030200	1	WINDSHIELD WASHER RESERVOIR
112	38010015	1	MIRRORS LANG MEKRA 300 SERIES REMOTE
113	11024420	1	UPPER GRILLE, AMERICAN FLAG LEVEL STYLE FACADE (X SERIES)
114	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
115		1	**ENG LED backlight color for upper grille = Red
116	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING

Line	Item #	Qty	Item Description/Comments
117		1	**ENG Design for lower grille w/LED backlight = " District ". (Note: Text cannot be larger than air cut-outs.)
118	20010180	1	BUMPER, 30" POLISHED STAINLESS STEEL
119		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
120	20029800	1	BUMPER SIDES, DIAMONDPLATE
121	20040320	1	STORAGE WELL, ALL DEEP COMPTS, FULL WIDTH (30" BUMPER)
122	20040300	1	1" LIP AROUND BUMPER TROUGH
123	20030120	1	STORAGE WELL COVER, TREADPLATE, 4" RAISE
124	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP
125	20050500	1	BUMPER POLES
126	20050150	1	WINCH, BUMPER MOUNTED, WARN 12,000 LB. (REQUIRES HEAVY DUTY FRONT CLIP)
127	20050300	1	WINCH RECEIVER, FRONT
128	12010505	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, THRU BUMPER
129		1	**ENG Air Horns Location: Inboard, (1) each side.
130	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
131	12030305	1	FOOT SWITCH, DRIVER'S SIDE
132	12030350	1	LANYARD CONTROL FOR AIR HORNS
133	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
134	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON
135	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A
136	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
137	12550100	1	LOW FREQUENCY ELEC SIREN, WHELEN HOWLER W/(2) SPEAKERS
138		1	**CLAR NOTES, 2 howler speakers in grill if possible
139	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
140	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
141	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN
142	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE



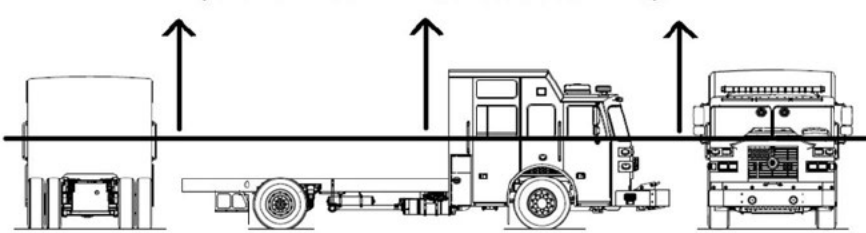
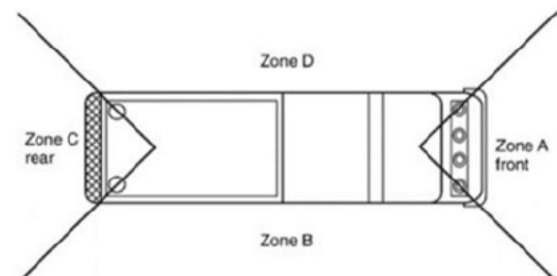
Line	Item #	Qty	Item Description/Comments
143	12730400	1	MASTER SHUT OFF SWITCH WITH GUARD FOR Q2B
144		1	**CLAR NOTES, Master Q Shutoff located in Officer side steep well. See Orlando engines
145	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (MIXED UPPER WARNING & TURN SIGNAL)
146		1	**ENG Headlight Interior Finish = Black.
147	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (MIXED HOUSING)
148	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS
149	27022155	1	HANDRAILS, CAB EXTERIOR, HANSEN BACKLIT (4) SIDE
150		1	**ENG Cab Exterior Handrails Backlighting Color = Red.
151	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
152	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
153	27040110	1	INTERIOR DOOR, NYLON STRAP (FRONT CAB DOORS)
154	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS
155	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
156	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
157	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
158	11032100	1	NO OPENING TO CREW SEAT COMPT
159	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS
160	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
161	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
162	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
163	11032100	1	NO OPENING TO CREW SEAT COMPT
164	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
165	31010283	1	INTERIOR, RAPTOR BLACK URETHANE BLEND W/GRAY-BLACK DURAWEAR
166	11032929	1	DOOR PANEL, FULL STS
167	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
168	22510100	1	ENGINE ENCLOSURE, FULL LENGTH


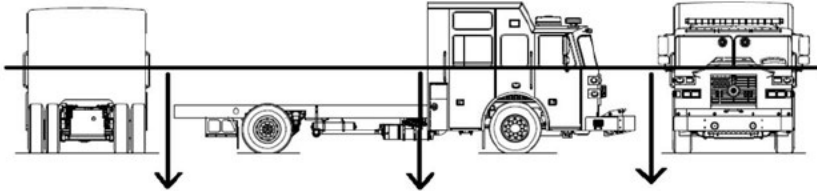
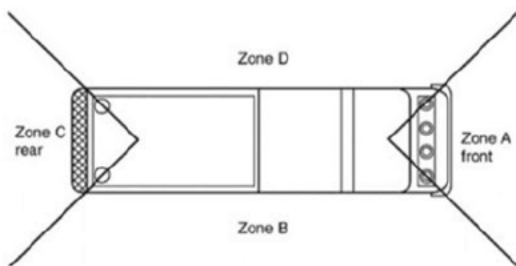


Line	Item #	Qty	Item Description/Comments
169	22510300	1	SEVERE DUTY INSULATION PACKAGE
170	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
171	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
172	22610050	1	ENGINE HOOD LIGHT, LED (1)
173	11031512	1	COMPUTER TRAY IN LIEU OF GLOVE BOX
174	11031712	1	UPPER CREW DOOR AREA, OPEN
175	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
176	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			<p>Upper Command Console:</p> 
177	30010508	1	LOWER COMMAND CONSOLE, X10
			
178		1	**ENG Lower Command Console Finish: Black Urethane.
179		1	**ENG Lower Console Panel's Finish: Black Wrinkle.
180		1	**ENG Lower Console Position 1 All switches TBD @ Pre-Con
181	30010900	1	DELETE CAB PUMP SHIFT
182	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
183		1	**ENG Details for Door Ajar Light = Red LED

Line	Item #	Qty	Item Description/Comments
184		1	**ENG Door Ajar Light Location = Centered below Upper Command Console
185	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
186	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
187	30031100	1	HIGH IDLE SWITCH
188	11040000	1	CAB ACCESSORY FUSE PANEL
189	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
190		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.
191	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
192		1	**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
193	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT
194		1	**ENG Requirements (AMPS) for Power/Ground Studs Under Officers Seat: (1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground.
195	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
196	30031830	4	12V DUAL POWER POINT, USB/USBC, POWERWERX (4)
197		1	**ENG Powerwerx USB/USBC Power Point Location #1: Lower Console Position 3, Driver's corner.
198		1	**ENG Powerwerx USB/USBC Power Point Location #2: Lower Console Position 3, Officer's corner.
199		1	**ENG Powerwerx USB/USBC Power Point Location #3: Rear Jumpseat Driver
200		1	**ENG Powerwerx USB/USBC Power Point Location #4: Rear Jumpseat Officer
201	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
202	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
203	33530654	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN ION T-SERIES LED, TLI* (QTY 4)
204		1	**ENG Cab Door Light Color = Amber.
205	34088888	1	SPECIAL ITEM, Special Door lighting
206		1	**CLAR NOTES, WHELEN STRIP LITE PLUS SURFACE MOUNT, SEQUENCING LIGHTHEAD, AMBER. TO SEQUENCE AWAY FROM VEHICLE WHEN DOOR IS OPEN. #PSSEQACR; I THINK


Line	Item #	Qty	Item Description/Comments
207	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
208	28020500	1	AIR CONDITIONING WARRANTY, 1 YEAR
209	28090100	1	A/C TO FACE
210	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
211	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
212	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
213	38340110	1	PRIMARY SEAT POSITION
214	38350110	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
215	38320000	1	HELMET STORED IN COMPARTMENT
216	39010210	1	OFFICER'S SEAT, BOSTROM TANKER 550, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
217	38340110	1	PRIMARY SEAT POSITION
218	38350210	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
219	39030010	1	OFFICER'S SEAT COMPT, OPEN FRONT
220	38320000	1	HELMET STORED IN COMPARTMENT
221	39521303	1	CREW SEAT 1, BOSTROM TANKER 500, ABTS SCBA FLIP-UP (DURAWEAR PLUS, LOW SEAM)
222	38340110	1	PRIMARY SEAT POSITION
223	38350210	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
224	38320000	1	HELMET STORED IN COMPARTMENT
225	39521304	1	CREW SEAT 2, BOSTROM TANKER 500, ABTS SCBA FLIP-UP (DURAWEAR PLUS, LOW SEAM)
226	38340110	1	PRIMARY SEAT POSITION
227	38350110	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
228	38320000	1	HELMET STORED IN COMPARTMENT
229	39550310	1	SEAT COLOR, BURGUNDY
230	39530705	4	BOSTROM ZIP CLEAN REMOVABLE COVERS, INCLUDES ADDITIONAL COVERS FOR BOTTOM SEAT CUSHION AND BACK REST (PER SEAT) (4)
231	39560110	1	ARTWORK PROOF, BOSTROM (NEW CUSTOMER PROOF)
232	39560510	4	CUSTOM SEAT LOGOS, BOSTROM (PER SEAT) (4)

Line	Item #	Qty	Item Description/Comments
233	39610000	3	SCBA BRACKETS, BOSTROM, SECURE ALL (3)
234	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
235	39710045	1	DELETE CREW SEAT COMPT RISER
236	11031765	1	OVERHEAD STORAGE, FRONT OF 20" RR W/DOORS
237	84541500	1	WIRING OF CAB FOR FUTURE INSTALLATION OF HANDLIGHT CHARGERS OR RADIO CHARGERS
238		1	**ENG Define location of future components (where does the power need to terminate)? = TBD at Pre-Con
239		1	**ENG Power supply wired hot to battery or wired to ignition switch? = TBD at Pre-Con
240	10310115	1	ADDITIONAL ITEMS FOR CHASSIS
ADDITIONAL ITEMS FOR CHASSIS			
241	61510100	1	AUXILIARY COOLER (HEAT EXCHANGER), NOT PROVIDED, CHASSIS ONLY
242	85110100	1	ICC LIGHTS, LED
243	85710040	1	UNDERCARRIAGE GROUND LIGHTS, WHELEN 2G LED
244	86600005	1	OPTICAL WARNING SYSTEM, UPPER (CHASSIS ONLY)
			<p>UPPER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD UP)</p>  <p>Side Warning Zones Explained (Looking down on truck from sky)</p> 

Line	Item #	Qty	Item Description/Comments
245	86610140	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 16 MODULES
			
246	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
247		1	**ENG Zone A, Upper Lightbar Standard Configuration = Single light bar: (2) end red LED modules, (2) corner red LED modules, (10) forward-facing red LED modules and (2) forward-facing white LED modules. All clear outer lenses.
248	86910130	1	OPTICOM, STAND-ALONE, GTT 794H LED
249	87100005	1	OPTICAL WARNING SYSTEM, LOWER (CHASSIS ONLY)
			 <p>LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN)</p> <p>Side Warning Zones Explained (Looking down on truck from sky)</p> 
250	87110210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4)
251	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
252		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
253	87530100	1	WARNING LIGHT FLANGES ON HEADLIGHT HOUSING FOR WHELEN M6 M6FC600 (6)
254	87290110	1	LOWER WARNING LIGHTS, ZONE B & D (CHASSIS ONLY), WHELEN M6 SUPER LED, M6* (PAIR)

Line	Item #	Qty	Item Description/Comments
255		1	**ENG Zone B & Zone D Lower Officer's Side & Driver's Side Warning Light Color, Lens Color, Details = Red Light/ Red Lens / Chrome Bezels
256	87812180	1	LOWER, ZONES B & D - MOUNTING LOCATION (CHASSIS)
257		1	**ENG Zones B & D, Lower - Officer's & Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus, each side. -Reference Shop Order Drawing for lights and placement.
258	87537734	2	ADDITIONAL WARNING LIGHTS, WHELEN M6 LED, M6* (PAIR) (2)
259		1	**ENG Whelen M6 LED Warning Light Color = Red.
260		1	**ENG Whelen M6 LED Lens Color = Red.
261		1	**ENG Whelen M6 LED Mounting Location = One pair above front axel below fixed window and One pair bumper side pockets
262	87537505	1	WARNING LIGHT, ROTO-RAY, LED
263		1	**ENG Roto Ray Light Colors = TBD @ PRE-CON
264		1	**ENG Independent Deactivation Switch for Roto Ray = Provided
265		1	**ENG RotoRay Note: Chassis to provide/install RotoRay.
266	88393000	1	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, W/INTEGRATED ICCS FT-B-72-ML-3PKIT-* (1)
267		1	**ENG ICC Cab Marker Lights Integrated in Brow Light = Yes
268		1	**ENG Scene Light Details = Black Housing
269	88393052	2	SCENE LIGHT, FIRETECH GUARDIAN ELITE 20K, 12V LED, SURFACE MOUNT, FT-GESM (2)
270		1	**ENG Scene Light Details = One each side above fixed middle window
271	10310410	1	PAINT & FINISH
PAINT & FINISH			
272	90010505	1	PAINT FOR CHASSIS ONLY
273	90030007	1	TWO TONE CAB
274	90029980	1	SPECIAL Paint Break See HS-8066-8067



Line	Item #	Qty	Item Description/Comments
			
275		1	<b>**CLAR NOTES, Custom see HS-8066-8067</b>  <b>*CLAR NOTES,</b> -Cab Paint Break: Down to cab drip rail. -Upper Color for Two Tone Paint: Black. -Lower Color for Two Tone Paint: Red.
276		1	<b>**ENG Upper Color for Two Tone Paint = Black.</b>
277		1	<b>**ENG Lower Color for Two Tone Paint = Red.</b>
278	90030140	1	PAINT FRAME RAILS - BLACK
279	90030192	1	TEXTURED FRAME RAIL COATING, NOT PROVIDED
280	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
281		1	<b>**ENG Note Paint AC Condenser Color = Black</b>
282		1	<b>**ENG Dealer Supplied Graphics = Dealer supplied graphics will be provided for all options except rear chevrons.</b>
283	10310420	1	EQUIPMENT
<b>EQUIPMENT</b>			
284	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
285	CUSTBOD	1	HEAVY RESCUE BODY, SVI 22' body
286	10310600	1	COMPLETION & WARRANTY
<b>COMPLETION &amp; WARRANTY</b>			
287	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
288	99041100	1	FACTORY REP TO DELIVER CHASSIS TO SVI
289	99031195	1	DEALER DELIVERY
290	99520110	1	WARRANTY, ONE YEAR
291	99521100	1	WARRANTY, FRAME, LIFETIME

Line	Item #	Qty	Item Description/Comments
292	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
293	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
294	99521400	1	WARRANTY, PAINT, 10 YR.
295	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
296	10310500	1	DEALER SUPPLIED
DEALER SUPPLIED			
297	PDB001806	1	DEALER SUPPLIED - GRAPHICS
298	PDB001702	1	DEALER SUPPLIED - SHELVING ALLOWANCE
299	PDB000105	1	DEALER SUPPLIED - Mount Equipment
300	PDB000381	1	DEALER SUPPLIED - PDI-Aerial
301	PDB001175	1	DEALER SUPPLIED - Brigade 360 Camera Aerial
302	PDB000403	1	DEALER SUPPLIED - Medical Glove Holders (Upper Crew Doors)
303	Other	1	DEALER SUPPLIED - OTHER - ) PRIOR TO DELIVERY FROM SFEV, INSTALL NEW ODYSSEY AGM BATTERIES – NOT SUTPHEN INSTALL & CHANGE SETTINGS AT ONBOARD BATTERY CHARGER
304	Other	1	DEALER SUPPLIED - OTHER - DEALER SUPPLIED - OTHER - Additional specialized heavy rescue modifications TBD@ pre-con for SVI and SFEV to accommodate special equipment.
305	PDB001297	1	DEALER SUPPLIED - Antenna Mounting(4) Customer Provided Antenna's
306	PDB001226	1	DEALER SUPPLIED - Firecom 4 Position Wireless System
307	PDB000101	1	DEALER SUPPLIED - Radio Mount- Dual Head Customer Provided Radio
308	PDB000283	1	DEALER SUPPLIED - DEALER PREP
309	PDB000459	1	DEALER SUPPLIED - Travel Expense
310	Other	1	DEALER SUPPLIED - OTHER - Loose equipment package as specified by customer
311		1	COOPERATIVE PURCHASING AGENCY FEES (Sourcewell)





**SVI Trucks**  
3842 Redman Drive  
Fort Collins, CO 80524

## QUOTATION

P:888-784-1112 | F: 970-297-7099 | sales@svitrucks.com

The District  
1900 Hotel Plaza Blvd  
Lake Buena Vista, FL 32830  
404-560-1955

South Florida Emergency Vehicles  
Mark Oakes  
4655 Cummins Court  
Fort Myers, FL 33905  
321-460-0555  
moakes@sflev.com

**Sales Rep:**  
South Florida Emergency Vehicles  
Mark Oakes 321-460-0555

**Terms:**

**Drawing #:**  
**Est. Delivery Date:**     /     /  
**Customer PO #:**  
**Customer #:**  
**QPF #:**  
**Special Notes:**         22ft Heavy Rescue

**Penalty:**

**Exp. Date:**         07/11/2025  
**Quote No:**         10252-0004  
**Job/Order No:**     SVI #  
06/09/2025

Page 1

PART NO	S	DESCRIPTION	QTY	ID
<b>APPARATUS TRAINING</b>				
00-38-0300		Apparatus Training Videos: Basic Training, General Products	1	SVI
<b>BOILER PLATE SALES PARTS</b>				
01-02-2000		Liability Insurance: \$1M General Liability	1	SVI
01-02-3000		Internet In-Process Site	1	SVI
<b>DRAWINGS</b>				
01-04-0110		Engineering Drawings, 17" x 11" Sheet	1	SVI
<b>NFPA, GENERAL REQUIREMENTS</b>				
01-13-1000		Responsibility of Purchaser, 1900 Fire Apparatus	1	SVI
01-13-1050		Responsibility of Contractor	1	SVI
01-13-1310		Vehicle Stability (ESC), Cab/Chassis Supplied	1	SVI
01-13-1360		Performance, Roadability 68/60 MPH, Serviceability, 1900 Fire Apparatus	1	SVI
<b>CONSTRUCTION DOCUMENTATION/MANUALS</b>				
01-13-1400		Construction Documentation: NFPA 1900, Fire Apparatus	1	SVI
01-13-1450		[- Operations and Service Documentation: One (1) Copy	1	SVI
01-13-1515		[- Manuals: Online @ SVI Trucks . com w/ QR Code	1	SVI
01-13-1710		Fire Apparatus Safety Guide: Fire Apparatus Manufacturer's Association.	1	SVI
<b>STATEMENT OF EXCEPTION</b>				
01-13-1750		Statement of Exceptions, Requirements	1	SVI
<b>EQUIPMENT ALLOWANCES</b>				
01-13-2025		Carrying Capacity: Special Service, NFPA 1900	1	SVI
01-13-2050		[- Equipment Allowance: Special Service Fire Apparatus 1900	1	SVI
<b>TESTING</b>				
				SVI

PART NO	S	DESCRIPTION	QTY	ID
01-14-0100		Testing: USA, UL - NFPA 1900, Fire Apparatus	1	SVI
01-14-0160		-- Testing: Road, NFPA	1	SVI
01-14-1000		-- Testing: 12 VDC, OEM Tested	1	SVI
01-14-2100		-- Testing: 120/240 VAC, NFPA 1900, UL Tested	1	SVI
01-14-2300		-- Testing: Line Voltage, Dielectric Withstand	1	SVI
		<b>BONDS/FEES</b>		<b>SVI</b>
		<b>WARRANTIES</b>		<b>SVI</b>
01-40-0100		Warranty: Boiler Plate	1	SVI
01-40-1100	>	-- Warranty: General, 2 Years, Standard	1	SVI
01-40-2000		-- Warranty: Low Voltage Electrical, 5 Year, Standard	1	SVI
01-40-2100		-- Warranty: Structural, 10 Years, Standard	1	SVI
01-40-2350		-- Warranty: Body Undercoat, 20 Years	1	SVI
01-40-3300		-- Warranty: Paint, 10 Years, Standard	1	SVI
01-40-3410		-- Warranty: Graphics, 2 Year Install/7 - 10 Year Materials	1	SVI
		<b>SPECIAL REQUIREMENTS</b>		<b>SVI</b>
01-43-0050		Construction Period	700	SVI
01-43-0060	>	Dealer Preparation Period	14	SVI
01-43-0100		NO Overall Height Requirement	1	SVI
01-43-0200		NO Overall Length Requirement	1	SVI
01-43-0400		Angle Approach and Departure: Fire Apparatus NFPA 1900	1	SVI
01-70-1000		Sales Administration	1	SVI
01-99-1000		Merchandise: Promotional Apparel	1	SVI
		<b>FACTORY RESPONSIBILITY TRIPS/DELIVERY/DEMONSTRATION</b>		<b>SVI</b>
02-10-0110	>	Inspection Trips	1	SVI
02-10-0200	>	Delivery and Demonstration: By Dealer / Representative	1	SVI
		<b>CHASSIS</b>		<b>SVI</b>
03-SV-0096	S	> Purchaser/Dealer Supplied Cab/Chassis: Sutphen	1	SVI
03-SV-9825		-- Chassis Alignment Custom Chassis	1	SVI
03-SV-9913		-- Cab/Chassis Handling: Sutphen	1	SVI
03-SV-9954		-- Fuel Charge: Custom Chassis	1	SVI
		<b>CHASSIS MODIFICATIONS</b>		<b>SVI</b>
10-00-0036		Chassis Options: Custom, 4-Door, English Labels	1	SVI
10-00-0050		-- SAE Labels	1	SVI
10-00-0136		-- Chassis Options: Custom, 4-Door	1	SVI
		<b>FRONT BUMPER</b>		<b>SVI</b>
10-10-1130		-- Bumper: Cab/Chassis Supplied, Custom	1	SVI
10-10-1202		-- Bumper: Extension, Chassis Supplied	1	SVI
10-10-1310		-- Bumper: Gravel Shield, Cab/Chassis Supplied	1	SVI
10-11-1110		-- Air Horn: Cab/Chassis Supplied	1	SVI
		<b>TOW HOOKS/EYES</b>		<b>SVI</b>
10-18-1100		-- Front Tow Provisions: Cab/Chassis Supplied	1	SVI
		<b>BUMPER GROUND LIGHTS</b>		<b>SVI</b>
A0-6D-1010		-- Ground Lights: Not Provided	1	SVI
		<b>ROPE TIE OFF - WINCH RECEIVER</b>		<b>SVI</b>
E9-10-3100		-- Receiver: Bumper, Front, Not Provided	1	SVI
		<b>SIREN SPEAKER</b>		<b>SVI</b>
N2-A0-0500		-- Speaker: Cab Chassis Supplied	1	SVI
		<b>RIGID VDC DRIVING / SCENE LIGHTS</b>		<b>SVI</b>
N4-35-1010		-- Front Driving VDC: NO Driving Lights Provided	1	SVI
N4-35-1012		-- Front Scene VDC: NO Front Scene Lights Provided	1	SVI
		<b>AIR INTAKE SYSTEM</b>		<b>SVI</b>
10-23-1020		-- Air Inlet: Custom, Water/Ember Separator, By Manufacturer	1	SVI
		<b>EXHAUST</b>		<b>SVI</b>
10-25-1210		-- Exhaust: Extension to Rear Axle, Curbside	1	SVI
10-25-1A00		-- Exhaust: Tailpipe Adapter Flange Options, Straight Cut Tailpipe	1	SVI
10-25-1B00		-- Exhaust: Tailpipe Termination, Perpendicular to Frame	1	SVI
		<b>WARNING LIGHT: CHASSIS CAB</b>		<b>SVI</b>
10-50-3010		-- Warning Lights: Chassis Cab, Custom, Whelen	1	SVI
N5-20-2020		-- Zone A - Front, Custom	1	SVI
N5-20-2800		-- Cab/Chassis Supplied Lightbar	1	SVI

PART NO	S	DESCRIPTION	QTY	ID
N4-20-0040		-- Lightbar Control: Switch Panel	1	SVI
N6-20-2009		-- Zone A - Front, Custom	1	SVI
N6-20-2A00		-- Cab/Chassis Supplied	1	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	1	SVI
N6-20-3016		-- Zones B & D - Cab Intersection, Front, Custom	1	SVI
N6-20-2A00		-- Cab/Chassis Supplied	1	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	1	SVI
N6-20-3030		-- Zones B & D - No Cab Auxiliary Light	1	SVI
<b>WHEELS / TIRES / LIFT-KIT</b>				<b>SVI</b>
<b>SEAT BELT AND VDR SYSTEMS</b>				<b>SVI</b>
10-B0-B012		-- Seat Belt Color: Custom	1	SVI
10-B0-B025		-- Seat Belt: Web Length, Custom	1	SVI
10-B0-B100		-- Seat Belt/VDR System: Cab/Chassis Supplied	1	SVI
<b>MISC COMPONENTS</b>				<b>SVI</b>
10-B3-1005	>	-- Tire Pressure Indicators: Cab/Chassis Supplied	1	SVI
10-B3-1081		-- Helmet Storage: Custom Chassis, 4-Door	1	SVI
10-B3-1102		-- Helmet Storage: Driver Position, Custom	1	SVI
10-B3-1051		-- Helmet Storage: Not Provided	1	SVI
10-B3-1200		-- Helmet Mount: Specify Location	1	SVI
10-B3-1104		-- Helmet Storage: Officer Position, Custom	1	SVI
10-B3-1051		-- Helmet Storage: Not Provided	1	SVI
10-B3-1200		-- Helmet Mount: Specify Location	1	SVI
10-B4-1100		-- Cab Integrity Certification: Custom, NFPA Compliant	1	SVI
<b>CHASSIS PAINT</b>				<b>SVI</b>
10-C0-0100	>	-- Paint Cab: Cab/Chassis Supplied	1	SVI
10-C0-9010		-- Reflective Stripe: Cab Doors, Cab Chassis Supplied	1	SVI
<b>CHASSIS MODIFICATION PAINT</b>				<b>SVI</b>
10-C1-0010		-- Cab/Chassis Component Paint: Interior	1	SVI
P1-99-1020		-- Powder Coat Paint: Silver/Grey Hammertone	1	SVI
10-C1-0020		-- Cab/Chassis Exterior Acc Paint: Not Provided	1	SVI
<b>CAB TRIM AND OVERLAY</b>				<b>SVI</b>
10-C5-5B08		-- Hub & Nut Covers: Cab/Chassis Supplied, Shipped Loose	1	SVI
10-C6-0998		-- Mudflaps: Sutphen Logo	1	SVI
<b>CHASSIS AIR</b>				<b>SVI</b>
10-C7-1020		-- Air System Quick Build-Up: Cab/Chassis Supplied	1	SVI
10-C7-1204		-- Chassis Air: Tank Drains, Cab/Chassis Supplied	1	SVI
<b>CHASSIS MISCELLANEOUS</b>				<b>SVI</b>
10-HA-1001		-- Tire Chains: Not Provided	1	SVI
10-HA-2100	>	-- Road Emergency Safety Kit: Cab/Chassis Supplied	1	SVI
<b>INTERCOM SYSTEM</b>				<b>SVI</b>
NC-10-0010		-- No Intercom System	1	SVI
<b>CAB INTERIOR COMPONENTS - DRIVER/OFFICER</b>				<b>SVI</b>
10-R0-1000		-- Front Cab Components: Not Provided	1	SVI
<b>CAB INTERIOR COMPONENTS - CREW</b>				<b>SVI</b>
10-S1-0014		-- Rear Cab: Component Layout, Custom	1	SVI
10-S1-0062		-- Rear Cab: Layout Position, RF Center Upper	1	SVI
10-S3-0328		-- Overhead Cabinet: 40" Wide	1	SVI
10-S3-0380		-- Overhead Cabinet: Door, 80/20 Lift-Up, Dry-Erase Exterior	1	SVI
10-S3-0399	>	-- Overhead Cabinet: Cam Latch	1	SVI
10-S8-0384		-- VDC Light Activation: CPI Door Switch, Hinged	1	SVI
10-S8-0296		-- VDC Light: Interior Cabinet, 10" OSS Access Pro	1	SVI
N0-21-1085		-- 12 VDC Power Options: Upgrade Package for Options	1	SVI
N0-21-1090		-- 12 VDC Fuse Block(s): Upgrade Package for Options	1	SVI
N0-21-1105		-- 12 VDC Fuse Block(s): Blue Sea, 12 Position	1	SVI
N0-21-110B		-- 12 VDC Fuse Block: 60 Amp Circuit	1	SVI
N0-21-111A		-- 12 VDC Fuse Block: Battery Direct Circuit	1	SVI
N0-21-112A		-- 12 VDC Fuse Block: Location, Top Left Interior	1	SVI
R2-BF-1200		-- Outlet Strip; Custom 3', 3 Duplex Outlets	1	SVI
R2-D1-2420	>	-- Outlet Powered By: Generator and Shore Power	1	SVI
R2-D3-0210		-- VAC Outlet Location: Rearward Wall, Upper Left	1	SVI



PART NO	S	DESCRIPTION	QTY	ID
10-S1-0071		-- Rear Cab: Layout Position, FF Center Lower	1	SVI
10-S2-0454		-- Storage Cabinet: 43"W x 31"H x 24"D	1	SVI
10-S8-0398	>	-- Cabinet: Shelf Trac, Aluminum	1	SVI
CZ-B0-2432		-- Compartment Lights: (1) OnScene, Access PRO, White LED	1	SVI
MB-22-1300		-- Door Type: Hinged, Double, Counter Height	1	SVI
10-S8-0384		-- VDC Light Activation: CPI Door Switch, Hinged	1	SVI
MB-23-1100		-- Interior Cabinet: Shelf Trac, One Shelf	1	SVI
N0-21-1085		-- 12 VDC Power Options: Upgrade Package for Options	1	SVI
N0-21-1300		-- 12 VDC Power Port(s): Upgrade Package for Options	1	SVI
N0-21-1310		-- 12 VDC Power Port(s): USB Charger, Dual (Cabinet)	2	SVI
N0-21-131A		-- 12 VDC Power Port: Battery Direct Circuit	2	SVI
N0-21-132A		-- 12 VDC Power Port: Location, Top Left Interior	2	SVI
R2-BF-1200		-- Outlet Strip; Custom 3', 3 Duplex Outlets	1	SVI
R2-D1-2420	>	-- Outlet Powered By: Generator and Shore Power	1	SVI
R2-D3-0210		-- VAC Outlet Location: Rearward Wall, Upper Left	1	SVI
10-S1-0073		-- Rear Cab: Layout Position, FF Streetside Lower	1	SVI
10-S3-0169		-- Storage Cabinet: Full Height: 20" RR, 23" Wide	1	SVI
MB-22-1580		-- Cargo Net Over Opening	1	SVI
10-S8-0380		-- VDC Light Activation: Rocker Switch	1	SVI
CZ-B0-2342		-- Compartment Lights: (2) OnScene Access PRO, White LED	1	SVI
MB-23-1500		-- Interior Cabinet: Shelf Trac, Five Shelves	1	SVI
10-S1-0074		-- Rear Cab: Layout Position, FF Streetside Upper	1	SVI
10-S3-0324		-- Overhead Cabinet: 26" Wide	1	SVI
10-S3-0380		-- Overhead Cabinet: Door, 80/20 Lift-Up, Dry-Erase Exterior	1	SVI
10-S3-0399	>	-- Overhead Cabinet: Cam Latch	1	SVI
10-S8-0384		-- VDC Light Activation: CPI Door Switch, Hinged	1	SVI
10-S8-0296		-- VDC Light: Interior Cabinet, 10" OSS Access Pro	1	SVI
10-S1-0075		-- Rear Cab: Layout Position, FF Curbside Lower	1	SVI
10-S3-0169		-- Storage Cabinet: Full Height: 20" RR, 23" Wide	1	SVI
MB-22-1580		-- Cargo Net Over Opening	1	SVI
10-S8-0380		-- VDC Light Activation: Rocker Switch	1	SVI
CZ-B0-2342		-- Compartment Lights: (2) OnScene Access PRO, White LED	1	SVI
MB-23-1500		-- Interior Cabinet: Shelf Trac, Five Shelves	1	SVI
10-S1-0076		-- Rear Cab: Layout Position, FFCurbside Upper	1	SVI
10-S3-0324		-- Overhead Cabinet: 26" Wide	1	SVI
10-S3-0380		-- Overhead Cabinet: Door, 80/20 Lift-Up, Dry-Erase Exterior	1	SVI
10-S3-0399	>	-- Overhead Cabinet: Cam Latch	1	SVI
10-S8-0384		-- VDC Light Activation: CPI Door Switch, Hinged	1	SVI
10-S8-0296		-- VDC Light: Interior Cabinet, 10" OSS Access Pro	1	SVI
<b>CAB COMMAND AND MISCELLANEOUS ITEMS</b>				<b>SVI</b>
10-S9-0099		-- Cab Miscellaneous Items, Not Provided	1	SVI
<b>CAB COMPARTMENTS</b>				<b>SVI</b>
10-S9-1201		-- Cab Exterior Compartments: Chassis Provided	1	SVI
<b>CAB COMMAND AREA - A/C</b>				<b>SVI</b>
10-T1-1000		-- Cab Roof A/C Heat: Not Provided	1	SVI
<b>FUEL FILL LOCATION</b>				<b>SVI</b>
A0-82-A012		-- Fuel Fill Door: SST, Hinged Door, Streetside Fender	1	SVI
A0-82-B075	>	-- DEF Fill: Cab/Chassis Supplied	1	SVI
<b>BODY TYPE</b>				<b>SVI</b>
A0-10-2170		BODY: 22' Walk Around, Rescue, 4 Side Compts.	1	SVI
03-SV-9422		-- Cab to Axle: 164"	1	SVI
A0-20-4100		-- MATERIAL: 3/16" Aluminum (WA)	1	SVI
A0-25-0100	>	-- BODY ROOF: Aluminum, Roof w/ Upper Body Compartments	1	SVI
A0-30-1100		-- SUBFRAME: 2" x 6" x 1/4" Aluminum Tube	1	SVI
A0-40-1120		-- MOUNTING: Spring Mounts, 6" Aluminum Subframe	6	SVI
A0-61-1220		-- REAR BUMPER: 10", Aluminum	1	SVI
A0-6A-1110		-- Rear Tow Eyes: (2) Painted, Below Body, Body Subframe	1	SVI
A0-6B-1220	>	-- Trailer Hitch Receiver: Class IV, Chassis Mounted	1	SVI
A0-6B-1310		-- Trailer Electrical Receptacle, NFPA Standard	1	SVI
A0-6B-2100		-- Trailer Hitch Receiver: No Hitch Receiver/Trailer Ball	1	SVI

PART NO	S	DESCRIPTION	QTY	ID
A0-6D-1106		-- Ground Lights: (2) OnScene Access Pro, White LED	1	SVI
A0-80-1300		-- Body Fender Panels: 3/16" Smooth Aluminum	1	SVI
A0-81-1020	>	-- Fender Finish: SST Fenderette	1	SVI
A0-81-2020		-- Wheel Well Liner: Bolted Polymer	1	SVI
A0-82-1336	>	-- Fender SCBA Compts: Painted Door, (2) CS / (1) SS, (6) 8" Dia.	1	SVI
<b>BODY PAINT - PPG</b>				<b>SVI</b>
P1-20-1100	>	-- Paint Body: Two Color	1	SVI
P1-21-1000		-- Paint Color: Match Cab Chassis Provided Paint Color	1	SVI
P1-21-1020	>	-- Paint Body: NO Metallic Paint Specified	1	SVI
P1-A0-1100		-- Paint Body: Undercoating	1	SVI
P1-30-1100		-- Interior Finish: Unpainted	1	SVI
<b>BLACK OUT PACKAGE</b>				<b>SVI</b>
P1-40-0001		-- No Black Out Package	1	SVI
<b>REFLECTIVE STRIPING</b>				<b>SVI</b>
P2-01-1110	>	-- Reflective Striping	1	SVI
P2-01-1101	<	-- Reflective Stripe Cab: Not Provided	1	SVI
P2-01-1102	<	-- Reflective Stripe Front of Cab: Not Provided	1	SVI
P2-01-1103	<	-- Reflective Stripe Body: Not Provided	1	SVI
P2-08-1100		-- Chevron Stripe: Cab Bumper, Not Provided	1	SVI
<b>MURALS</b>				<b>SVI</b>
P2-45-0090		-- Cab Mural: Not Provided	1	SVI
P2-45-1000		-- Body Mural: Not Provided	1	SVI
<b>CHEVRON STRIPING</b>				<b>SVI</b>
P2-65-1010		-- Chevron Rear Body: Diamond Grade, Sides to Drip Rail (WA)(WI)	1	SVI
P2-65-A040		-- Stripe Color: Red and FL Yellow-Green	1	SVI
<b>LETTERING</b>				<b>SVI</b>
P3-00-0010		-- Lettering: Not Provided	1	SVI
<b>MANUFACTURER BADGE</b>				<b>SVI</b>
P3-11-0015		-- Sutphen Logo	1	SVI
<b>DOORS</b>				<b>SVI</b>
A0-A0-1010		-- Door Details: Roll-up or Hinged, (ALL)	1	SVI
A0-A0-1130	>	-- Roll-up Compartment Doors: Amdor	1	SVI
P2-D0-1010		-- Reflective Stripe with Roll-up Doors	1	SVI
<b>BODY HEIGHT</b>				<b>SVI</b>
A0-V1-5200	>	-- Body Height: 20" Raised Roof w/ Upper Body Comp'ts	1	SVI
D0-20-14B0	S >	-- Upper Body Compts: Open, (7) [22][20]	1	SVI
D0-20-9005		-- Compartment Light: UBC, (5) Compartments	1	SVI
CZ-B0-2732		-- Compartment Lights: (1) OnScene Access PRO, White LED - Horiz	5	SVI
D0-40-1100		-- Roof Compt. No Door Latch	5	SVI
D0-46-0010		-- Upper Body Equipment: Storage, Not Provided	1	SVI
D0-50-1100		-- Upper Body Walkway	1	SVI
D0-50-1111		-- Walkway/Step Lights: (3) OnScene LED, Aluminum Housing	1	SVI
P2-E0-1020		-- Reflective Stripe: Walkway Edge	1	SVI
EF-50-1120		-- Rear Stairway Roof Access: Treads/Vertical Risers, Optional Step	1	SVI
<b>Compartments</b>				
D0-50-1110		-- Walkway/Step Lights: (2) OnScene LED, Aluminum Housing	1	SVI
EF-80-1115		-- Step Compartment, Lower Two (2) Steps, Below Frame	1	SVI
CZ-42-1112		-- Hinged Single Panel Door Handle: D-Ring, w/Lock	1	SVI
CZ-B0-2742		-- Compartment Lights: OnScene Access PRO, White LED	1	SVI
E9-10-2250		-- Portable Winch: Mount	1	SVI
EF-80-1130		-- Step Compartment, Upper, Below Walkway	1	SVI
CZ-42-1112		-- Hinged Single Panel Door Handle: D-Ring, w/Lock	1	SVI
CZ-B0-2742		-- Compartment Lights: OnScene Access PRO, White LED	1	SVI
D0-10-1240	>	-- Equipment: 24' 2-Section Ladder, Body (SVI)	1	SVI
D0-10-1250	>	-- Equipment: 16' Roof Ladder, Body (SVI)	1	SVI
D0-10-1280	>	-- Equipment: 10' Folding Ladder, Body (SVI)	1	SVI
EF-80-1150		-- Stairway Step: Fold-Down, 30" Wide	1	SVI
EF-A0-1102		-- Handrails: (2) Rear of Body, 24" Vertical, Stainless	1	SVI
EF-A0-1500		-- Handrails: Natural Finish	2	SVI
<b>BODY WIDTH</b>				<b>SVI</b>

PART NO	S	DESCRIPTION	QTY	ID
A0-W0-3000	>	-- Body Width: 100"/102" (WA)	1	SVI
<b>STREETSIDE FORWARD</b>				<b>SVI</b>
A1-15-1100		-- Compartment S1 (WA)	1	SVI
CZ-10-1810		-- Width: 64.5 Wall to Wall [60.0" S2S][WA]	1	SVI
CZ-30-8000		-- Roll-up Door: Amdor	1	SVI
CZ-40-1012		-- Roll-up Door Finish: Amdor, Painted, Job Color, Single Color	1	SVI
CZ-40-2016		-- Door Ajar Switch: Amdor, Magnetic, Upper	1	SVI
CZ-41-1110		-- Door Lock: Not Provided	1	SVI
CZ-41-1312		-- Door Pull Strap: Roll-up, Footman Loop, Mid Side Wall	1	SVI
CZ-41-2110	>	-- Drip Pan/Door Guard: Roll-up	1	SVI
CZ-51-1000		-- Compartment Threshold: Aluminum	1	SVI
CZ-A5-1140	>	-- Compartment Vent: Plastic Louvers	1	SVI
CZ-A0-0110		-- Compartment Components: Storage [WA]	1	SVI
CZ-91-1110		-- Floor: Extended	1	SVI
CZ-A0-1230	>	-- Shelf Trac: Aluminum (WA)	1	SVI
CZ-A2-1120		-- Tray: OnScene, Stationary 1,000 lb., 47" D, 1/2 Compt. Depth	2	SVI
CZ-A3-5018		-- Tray Pan: Smooth Aluminum 3/16", 47" Dp	2	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	2	SVI
CZ-A4-1310	>	-- Vertical Partition: Tray, Smooth Aluminum, Adjustable	1	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	2	SVI
P2-E0-1024		-- Reflective Stripe: Tray Options, NONE	2	SVI
CZ-A4-1410	>	-- Transverse Module: Long Equipment	3	SVI
CZ-A4-1516	>	-- Module: Stokes Basket, Customer Installed	1	SVI
CZ-A4-1541	S >	-- Module: Long Tool, Customer Installed	1	SVI
CZ-A4-6115		-- OnScene Solutions Velcro Cargo Straps 62-78"	3	SVI
CZ-B0-1130	>	-- 12 VDC Distribution Panel: Streetside S1 Front Lower	1	SVI
CZ-90-1110		-- Compartment Components: Front Full Height [WA][AL]	1	SVI
CZ-A0-0260		-- Compartment Components: VDC	1	SVI
CZ-B0-2342		-- Compartment Lights: (2) OnScene Access PRO, White LED	1	SVI
<b>STREETSIDE INTERMEDIATE</b>				<b>SVI</b>
A2-15-1100		-- Compartment S2 (WA)	1	SVI
CZ-10-1810		-- Width: 64.5 Wall to Wall [60.0" S2S][WA]	1	SVI
CZ-30-8000		-- Roll-up Door: Amdor	1	SVI
CZ-40-1012		-- Roll-up Door Finish: Amdor, Painted, Job Color, Single Color	1	SVI
CZ-40-2016		-- Door Ajar Switch: Amdor, Magnetic, Upper	1	SVI
CZ-41-1110		-- Door Lock: Not Provided	1	SVI
CZ-41-1312		-- Door Pull Strap: Roll-up, Footman Loop, Mid Side Wall	1	SVI
CZ-41-2110	>	-- Drip Pan/Door Guard: Roll-up	1	SVI
CZ-51-1000		-- Compartment Threshold: Aluminum	1	SVI
CZ-A5-1140	>	-- Compartment Vent: Plastic Louvers	1	SVI
CZ-A0-0111		-- Compartment Components: Storage [WA]	1	SVI
CZ-91-1110		-- Floor: Extended	1	SVI
CZ-A0-1230	>	-- Shelf Trac: Aluminum (WA)	1	SVI
CZ-A0-1310		-- Shelf: Adjustable, 24" D	1	SVI
CZ-A5-9001		-- Equipment Mounting: Adjustable Shelf, None	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
P2-E0-1002		-- Reflective Stripe: Shelving Options, NONE	1	SVI
CZ-A0-1620	>	-- Tray: Stationary 400 lb., 24" D	1	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
P2-E0-1022		-- Reflective Stripe: Tray Options, NONE	1	SVI
CZ-A2-1120		-- Tray: OnScene, Stationary 1,000 lb., 47" D, 1/2 Compt. Depth	1	SVI
CZ-A3-5018		-- Tray Pan: Smooth Aluminum 3/16", 47" Dp	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	1	SVI
P2-E0-1024		-- Reflective Stripe: Tray Options, NONE	1	SVI
CZ-A4-1590	>	-- Transverse Module: Plywood Storage	1	SVI
CZ-A4-1592	>	-- Transverse Module: 4' x 8' x 3/4" Sheets of Plywood	8	SVI
CZ-A4-1602		-- Storage Module: Air Bags, 7 Plus	1	SVI
CZ-A4-6115		-- OnScene Solutions Velcro Cargo Straps 62-78"	4	SVI



PART NO	S	DESCRIPTION	QTY	ID
CZ-A4-3120		-- Equipment Box: Removable, Plastic	4	SVI
CZ-C0-0110		-- Reel Mounting: Reel #1	1	SVI
CZ-C0-4310		-- Reel: 240 VAC, 150' of 10/4 [TR][MR][ECR1616-17-18]{22.75" W}	1	SVI
CZ-C0-4B40		-- Electrical Cord: Yellow, 150' of 10/4	1	SVI
CZ-C0-4C10		-- Power Distribution Box: Akron Brass EJBX, Gray	1	SVI
CZ-C0-4C11		-- EJB - 12" Pigtail with L14-30 Plug	1	SVI
CZ-C0-4C21		-- Outlet Location #1	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C22		-- Outlet Location #2	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C23		-- Outlet Location #3	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C24		-- Outlet Location #4	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C2V		-- Power Distribution Box: Mounting, EJB-VMT, Vertical Mount,	1	SVI
	Treadplate			
CZ-FA-1110		-- Reel Fairlead: Stationary Mount	1	SVI
CZ-90-1110		-- Compartment Components: Front Full Height [WA][AL]	1	SVI
CZ-A0-0260		-- Compartment Components: VDC	1	SVI
CZ-B0-2342		-- Compartment Lights: (2) OnScene Access PRO, White LED	1	SVI
		<b>STREETSIDE WHEELWELL</b>		<b>SVI</b>
A3-15-1320		-- Compartment S3 (WA)	1	SVI
CZ-10-1710		-- Width: 59.5" Wall to Wall [55.0" S2S][WA]	1	SVI
CZ-30-8000		-- Roll-up Door: Amdor	1	SVI
CZ-40-1012		-- Roll-up Door Finish: Amdor, Painted, Job Color, Single Color	1	SVI
CZ-40-2016		-- Door Ajar Switch: Amdor, Magnetic, Upper	1	SVI
CZ-41-1110		-- Door Lock: Not Provided	1	SVI
CZ-41-1312		-- Door Pull Strap: Roll-up, Footman Loop, Mid Side Wall	1	SVI
CZ-41-2110	>	-- Drip Pan/Door Guard: Roll-up	1	SVI
CZ-51-1000		-- Compartment Threshold: Aluminum	1	SVI
CZ-A5-1140	>	-- Compartment Vent: Plastic Louvers	1	SVI
CZ-A0-0111		-- Compartment Components: Storage [WA]	1	SVI
CZ-91-1120		-- Floor: Non-Extended	1	SVI
CZ-A0-1230	>	-- Shelf Trac: Aluminum (WA)	1	SVI
CZ-A2-4150	>	-- Tray: OnScene, Out/Down, Adjustable 150 lb., 47" D, 1/2 Compt.	2	SVI
	Depth			
CZ-A3-5018		-- Tray Pan: Smooth Aluminum 3/16", 47" Dp	2	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	2	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	2	SVI
P2-E0-1024		-- Reflective Stripe: Tray Options, NONE	2	SVI
CZ-A4-12Z1		-- Tool Board: Tool Board #1, Horizontal	1	SVI
CZ-A4-1270	>	-- Tool Board: OnScene, Slide-Out, 47" D, Left Latch Above Frame	1	SVI
CZ-A4-1286		-- Tool Board Material, Aluminum, 47" D, Smooth	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-A4-12DF		-- Tool Board: Tool Mounting, Front Side	1	SVI
CZ-A4-12DH		-- Tool Board: Tool Mounting, Rear Side	1	SVI
CZ-A4-12H1		-- Tool Board: Mounting, Bolted	1	SVI
P2-E0-1041		-- Reflective Stripe: Tool Board None	1	SVI
CZ-A4-1323		-- Vertical Partition: Compartment, Above Frame Level	1	SVI
CZ-A4-132A		-- Vertical Partition: Bolted	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-C0-0110		-- Reel Mounting: Reel #1	1	SVI
CZ-C0-4310		-- Reel: 240 VAC, 150' of 10/4 [TR][MR][ECR1616-17-18]{22.75" W}	1	SVI
CZ-C0-4B30		-- Electrical Cord: Black, 150' of 10/4	1	SVI
CZ-C0-4C10		-- Power Distribution Box: Akron Brass EJBX, Gray	1	SVI
CZ-C0-4C11		-- EJB - 12" Pigtail with L14-30 Plug	1	SVI
CZ-C0-4C21		-- Outlet Location #1	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C22		-- Outlet Location #2	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI

PART NO	S	DESCRIPTION	QTY	ID
CZ-C0-4C23		-- Outlet Location #3	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C24		-- Outlet Location #4	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C2V		-- Power Distribution Box: Mounting, EJB-VMT, Vertical Mount,	1	SVI
		Treadplate		
CZ-FA-1110		-- Reel Fairlead: Stationary Mount	1	SVI
CZ-90-1210		-- Compartment Components: Over Rear Wheels [WA]	1	SVI
CZ-A0-0270		-- Compartment Components: VDC (ORW)	1	SVI
CZ-B0-2442		-- Compartment Lights: (2) OnScene Access PRO, White LED	1	SVI
		<b>STREETSIDE REAR</b>		<b>SVI</b>
A5-15-1100		-- Compartment S4 (WA)	1	SVI
CZ-10-1910		-- Width: 70.5" Wall to Wall [66.0" S2S][WA]	1	SVI
CZ-30-8000		-- Roll-up Door: Amdor	1	SVI
CZ-40-1012		-- Roll-up Door Finish: Amdor, Painted, Job Color, Single Color	1	SVI
CZ-40-2016		-- Door Ajar Switch: Amdor, Magnetic, Upper	1	SVI
CZ-41-1110		-- Door Lock: Not Provided	1	SVI
CZ-41-1312		-- Door Pull Strap: Roll-up, Footman Loop, Mid Side Wall	1	SVI
CZ-41-2110	>	-- Drip Pan/Door Guard: Roll-up	1	SVI
CZ-51-1000		-- Compartment Threshold: Aluminum	1	SVI
CZ-A5-1140	>	-- Compartment Vent: Plastic Louvers	1	SVI
CZ-A0-0111		-- Compartment Components: Storage [WA]	1	SVI
CZ-91-1120		-- Floor: Non-Extended	1	SVI
CZ-A0-1230	>	-- Shelf Trac: Aluminum (WA)	1	SVI
CZ-A4-12V1		-- Tool Board: Tool Board #1, Vertical	1	SVI
CZ-A4-1218	>	-- Tool Board: Swing-Out, Heavy Duty, Full Height	1	SVI
CZ-A4-1284		-- Tool Board Material, Aluminum, 30" D, Smooth	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-A4-12DF		-- Tool Board: Tool Mounting, Front Side	1	SVI
CZ-A4-12C3	S >	-- Tool Board: Rescue Strut Mounting	1	SVI
CZ-A4-12DH		-- Tool Board: Tool Mounting, Rear Side	1	SVI
CZ-A4-12C3	S >	-- Tool Board: Rescue Strut Mounting	1	SVI
P2-E0-1040		-- Reflective Stripe: Tool Board Options	1	SVI
CZ-90-1310		-- Compartment Components: Rear Full Height [WA][AL]	1	SVI
CZ-A0-0280		-- Compartment Components: VDC (BRW)	1	SVI
CZ-B0-2482		-- Compartment Lights: (2) OnScene Access PRO, White LED	1	SVI
N0-21-1300		-- 12 VDC Power Port(s): Upgrade Package for Options	1	SVI
		<b>CURBSIDE FORWARD</b>		<b>SVI</b>
B1-15-1100		-- Compartment C1 (WA)	1	SVI
CZ-10-1810		-- Width: 64.5" Wall to Wall [60.0" S2S][WA]	1	SVI
CZ-30-8000		-- Roll-up Door: Amdor	1	SVI
CZ-40-1012		-- Roll-up Door Finish: Amdor, Painted, Job Color, Single Color	1	SVI
CZ-40-2016		-- Door Ajar Switch: Amdor, Magnetic, Upper	1	SVI
CZ-41-1110		-- Door Lock: Not Provided	1	SVI
CZ-41-1312		-- Door Pull Strap: Roll-up, Footman Loop, Mid Side Wall	1	SVI
CZ-41-2110	>	-- Drip Pan/Door Guard: Roll-up	1	SVI
CZ-51-1000		-- Compartment Threshold: Aluminum	1	SVI
CZ-A5-1140	>	-- Compartment Vent: Plastic Louvers	1	SVI
CZ-A0-0112		-- Compartment Components: Storage [WA]	1	SVI
CZ-91-1110		-- Floor: Extended	1	SVI
CZ-A0-1230	>	-- Shelf Trac: Aluminum (WA)	1	SVI
CZ-A2-1120		-- Tray: OnScene, Stationary 1,000 lb., 47" D, 1/2 Compt. Depth	1	SVI
CZ-A3-5018		-- Tray Pan: Smooth Aluminum 3/16", 47" Dp	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	1	SVI
P2-E0-1024		-- Reflective Stripe: Tray Options, NONE	1	SVI
CZ-A2-4150		-- Tray: OnScene, Out/Down, Adjustable 150 lb., 47" D, 1/2 Compt.	1	SVI
		Depth		
CZ-A3-5018		-- Tray Pan: Smooth Aluminum 3/16", 47" Dp	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI



PART NO	S	DESCRIPTION	QTY	ID
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	1	SVI
P2-E0-1024		-- Reflective Stripe: Tray Options, NONE	1	SVI
CZ-A4-1420		-- Transverse Module: Long Equipment Opposite Side	2	SVI
CZ-A4-6115		-- OnScene Solutions Velcro Cargo Straps 62-78"	3	SVI
CZ-90-1110		-- Compartment Components: Front Full Height [WA][AL]	1	SVI
CZ-A0-0260		-- Compartment Components: VDC	1	SVI
CZ-B0-2342		-- Compartment Lights: (2) OnScene Access PRO, White LED	1	SVI
CZ-C0-1105	>	-- Load Center: 120/240 VAC (Location Only)	1	SVI
CZ-C0-1106		-- Generator Gauge Panel: (Location Only)	1	SVI
<b>CURBSIDE INTERMEDIATE</b>				<b>SVI</b>
B2-15-1100		-- Compartment C2 (WA)	1	SVI
CZ-10-1810		-- Width: 64.5 Wall to Wall [60.0" S2S][WA]	1	SVI
CZ-30-8000		-- Roll-up Door: Amdor	1	SVI
CZ-40-1012		-- Roll-up Door Finish: Amdor, Painted, Job Color, Single Color	1	SVI
CZ-40-2016		-- Door Ajar Switch: Amdor, Magnetic, Upper	1	SVI
CZ-41-1110		-- Door Lock: Not Provided	1	SVI
CZ-41-1312		-- Door Pull Strap: Roll-up, Footman Loop, Mid Side Wall	1	SVI
CZ-41-2110	>	-- Drip Pan/Door Guard: Roll-up	1	SVI
CZ-51-1000		-- Compartment Threshold: Aluminum	1	SVI
CZ-A5-1140	>	-- Compartment Vent: Plastic Louvers	1	SVI
CZ-A0-0112		-- Compartment Components: Storage [WA]	1	SVI
CZ-91-1110		-- Floor: Extended	1	SVI
CZ-A0-1230	>	-- Shelf Trac: Aluminum (WA)	1	SVI
CZ-A0-1320		-- Shelf: Adjustable, 47" D, 1/2 Compt. Depth	1	SVI
CZ-A5-9001		-- Equipment Mounting: Adjustable Shelf, None	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
P2-E0-1002		-- Reflective Stripe: Shelving Options, NONE	1	SVI
CZ-A0-1634	>	-- Tray: Stationary 400 lb., Austin FDR, 30" D	1	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
P2-E0-1022		-- Reflective Stripe: Tray Options, NONE	1	SVI
CZ-A0-1734	>	-- Tray: Adjustable 400 lb., Austin FDR, 30" D	1	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
P2-E0-1022		-- Reflective Stripe: Tray Options, NONE	1	SVI
CZ-A2-4149		-- Tray: OnScene, Out/Down, Adjustable 150 lb., 45" D, 1/2 Compt.	1	SVI
Depth				
CZ-A3-5016		-- Tray Pan: Smooth Aluminum 3/16", 45" Dp	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	1	SVI
P2-E0-1024		-- Reflective Stripe: Tray Options, NONE	1	SVI
CZ-A2-4150		-- Tray: OnScene, Out/Down, Adjustable 150 lb., 47" D, 1/2 Compt.	1	SVI
Depth				
CZ-A3-5018		-- Tray Pan: Smooth Aluminum 3/16", 47" Dp	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	1	SVI
P2-E0-1024		-- Reflective Stripe: Tray Options, NONE	1	SVI
CZ-A4-1591		-- Transverse Module: Plywood Storage Opposite Side	1	SVI
CZ-A4-3210	>	-- Drawer Cabinet: Lista HS450, 40-1/4" W x 21-5/8" H	1	SVI
CZ-A4-3270		-- Lista Cabinet Dividers: No Dividers Provided	1	SVI
CZ-A4-3280		-- Lista Cabinet: Individual Lock (RG)	1	SVI
CZ-A4-3285		-- Lista Cabinet: Drawer Option, Individual Drawer Latch (IDL)	1	SVI
CZ-A4-3289		-- Lista Cabinet Color: PICK Color	1	SVI
CZ-90-1110		-- Compartment Components: Front Full Height [WA][AL]	1	SVI
CZ-A0-0260		-- Compartment Components: VDC	1	SVI
CZ-B0-2342		-- Compartment Lights: (2) OnScene Access PRO, White LED	1	SVI
<b>CURBSIDE WHEELWELL</b>				<b>SVI</b>
B3-15-1320		-- Compartment C3 (WA)	1	SVI
CZ-10-1710		-- Width: 59.5" Wall to Wall [55.0" S2S][WA]	1	SVI
CZ-30-8000		-- Roll-up Door: Amdor	1	SVI

PART NO	S	DESCRIPTION	QTY	ID
CZ-40-1012		-- Roll-up Door Finish: Amdor, Painted, Job Color, Single Color	1	SVI
CZ-40-2016		-- Door Ajar Switch: Amdor, Magnetic, Upper	1	SVI
CZ-41-1110		-- Door Lock: Not Provided	1	SVI
CZ-41-1312		-- Door Pull Strap: Roll-up, Footman Loop, Mid Side Wall	1	SVI
CZ-41-2110	>	-- Drip Pan/Door Guard: Roll-up	1	SVI
CZ-51-1000		-- Compartment Threshold: Aluminum	1	SVI
CZ-A5-1140	>	-- Compartment Vent: Plastic Louvers	1	SVI
CZ-A0-0112		-- Compartment Components: Storage [WA]	1	SVI
CZ-91-1120		-- Floor: Non-Extended	1	SVI
CZ-A0-1230	>	-- Shelf Trac: Aluminum (WA)	1	SVI
CZ-A2-4150		-- Tray: OnScene, Out/Down, Adjustable 150 lb., 47" D, 1/2 Compt.	2	SVI
	Depth			
CZ-A3-5018		-- Tray Pan: Smooth Aluminum 3/16", 47" Dp	2	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	2	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	2	SVI
P2-E0-1024		-- Reflective Stripe: Tray Options, NONE	2	SVI
CZ-C0-0110		-- Reel Mounting: Reel #1	1	SVI
CZ-C0-4310		-- Reel: 240 VAC, 150' of 10/4 [TR][MR][ECR1616-17-18]{22.75" W}	1	SVI
CZ-C0-4B40		-- Electrical Cord: Yellow, 150' of 10/4	1	SVI
CZ-C0-4C10		-- Power Distribution Box: Akron Brass EJBX, Gray	1	SVI
CZ-C0-4C11		-- EJB - 12" Pigtail with L14-30 Plug	1	SVI
CZ-C0-4C21		-- Outlet Location #1	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C22		-- Outlet Location #2	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C23		-- Outlet Location #3	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C24		-- Outlet Location #4	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C2V		-- Power Distribution Box: Mounting, EJB-VMT, Vertical Mount,	1	SVI
	Treadplate			
CZ-FA-1110		-- Reel Fairlead: Stationary Mount	1	SVI
CZ-90-1210		-- Compartment Components: Over Rear Wheels [WA]	1	SVI
CZ-A0-0270		-- Compartment Components: VDC (ORW)	1	SVI
CZ-B0-2442		-- Compartment Lights: (2) OnScene Access PRO, White LED	1	SVI
		<b>CURBSIDE REAR</b>		<b>SVI</b>
B5-15-1100		-- Compartment C4 (WA)	1	SVI
CZ-10-1910		-- Width: 70.5" Wall to Wall [66.0" S2S][WA]	1	SVI
CZ-30-8000		-- Roll-up Door: Amdor	1	SVI
CZ-40-1012		-- Roll-up Door Finish: Amdor, Painted, Job Color, Single Color	1	SVI
CZ-40-2016		-- Door Ajar Switch: Amdor, Magnetic, Upper	1	SVI
CZ-41-1110		-- Door Lock: Not Provided	1	SVI
CZ-41-1312		-- Door Pull Strap: Roll-up, Footman Loop, Mid Side Wall	1	SVI
CZ-41-2110	>	-- Drip Pan/Door Guard: Roll-up	1	SVI
CZ-51-1000		-- Compartment Threshold: Aluminum	1	SVI
CZ-A5-1140	>	-- Compartment Vent: Plastic Louvers	1	SVI
CZ-A0-0112		-- Compartment Components: Storage [WA]	1	SVI
CZ-91-1110		-- Floor: Extended	1	SVI
CZ-91-1112		-- Floor: Partially Extended Forward Side	1	SVI
CZ-A0-1230	>	-- Shelf Trac: Aluminum (WA)	1	SVI
CZ-A2-2125		-- Tray: OnScene, Adjustable 1,000 lb., 70" D, 3/4 Compt. Depth	1	SVI
CZ-A3-5020		-- Tray Pan: Smooth Aluminum 3/16", 70" Dp	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-A5-9101		-- Equipment Mounting: Slide Tray, None	1	SVI
P2-E0-1024		-- Reflective Stripe: Tray Options, NONE	1	SVI
CZ-A4-12V1		-- Tool Board: Tool Board #1, Vertical	1	SVI
CZ-A4-1210		-- Tool Board: Accuride, Slide-Out, 24" D, Full Height	1	SVI
CZ-A4-1282	>	-- Tool Board Material, Aluminum, 24" D, Smooth	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-A4-12DF		-- Tool Board: Tool Mounting, Front Side	1	SVI

PART NO	S	DESCRIPTION	QTY	ID
CZ-A4-12DH		-- Tool Board: Tool Mounting, Rear Side	1	SVI
CZ-A4-12H2		-- Tool Board: Mounting, Horizontally Adjustable	1	SVI
P2-E0-1041		-- Reflective Stripe: Tool Board None	1	SVI
CZ-A4-12V2		-- Tool Board: Tool Board #2, Vertical	1	SVI
CZ-A4-1210		-- Tool Board: Accuride, Slide-Out, 24" D, Full Height	1	SVI
CZ-A4-1282	>	-- Tool Board Material, Aluminum, 24" D, Smooth	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-A4-12DF		-- Tool Board: Tool Mounting, Front Side	1	SVI
CZ-A4-12DH		-- Tool Board: Tool Mounting, Rear Side	1	SVI
CZ-A4-12H2		-- Tool Board: Mounting, Horizontally Adjustable	1	SVI
P2-E0-1041		-- Reflective Stripe: Tool Board None	1	SVI
CZ-A4-1320		-- Vertical Partition: Compartment, Full Height	1	SVI
CZ-A4-132A		-- Vertical Partition: Bolted	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-A4-1325		-- Vertical Partition: CS/SS Compartment	1	SVI
P1-80-1100		-- Interior Component Finish: Un-painted	1	SVI
CZ-C0-0110		-- Reel Mounting: Reel #1	1	SVI
CZ-C0-4310		-- Reel: 240 VAC, 150' of 10/4 [TR][MR][ECR1616-17-18]{22.75" W}	1	SVI
CZ-C0-4B40		-- Electrical Cord: Yellow, 150' of 10/4	1	SVI
CZ-C0-4C10		-- Power Distribution Box: Akron Brass EJBX, Gray	1	SVI
CZ-C0-4C11		-- EJB - 12" Pigtail with L14-30 Plug	1	SVI
CZ-C0-4C21		-- Outlet Location #1	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C22		-- Outlet Location #2	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C23		-- Outlet Location #3	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C24		-- Outlet Location #4	1	SVI
CZ-C0-3C2H		-- 120 VAC, L5-20 Single Twist Lock [Opt #9]	1	SVI
CZ-C0-4C2V		-- Power Distribution Box: Mounting, EJB-VMT, Vertical Mount,	1	SVI
	Treadplate			
CZ-FA-1110		-- Reel Fairlead: Stationary Mount	1	SVI
CZ-90-1310		-- Compartment Components: Rear Full Height [WA][AL]	1	SVI
CZ-A0-0280		-- Compartment Components: VDC (BRW)	1	SVI
CZ-B0-2482		-- Compartment Lights: (2) OnScene Access PRO, White LED	1	SVI
N0-21-1300		-- 12 VDC Power Port(s): Upgrade Package for Options	1	SVI
		<b>REAR CENTER</b>		<b>SVI</b>
C1-10-1210		-- Roof Access Stairway ILO Compartment	1	SVI
		<b>ADDITIONAL COMPARTMENTATION (WA)(WI)</b>		<b>SVI</b>
		<b>MISC BODY OPTIONS</b>		<b>SVI</b>
E0-00-0400		-- Additional Body Options, 22'	1	SVI
		<b>BODY FLOORING OPTIONS</b>		<b>SVI</b>
E1-10-1010		-- NO Plastic Grating (LR, WA)	22	SVI
		<b>ROPE TIE OFF - WINCH RECEIVER</b>		<b>SVI</b>
E9-10-1100		-- Receiver: Rope Anchor Point and/or Portable Winch	1	SVI
E9-10-1115	>	-- Receiver: Rope Anchor Point, Roof Mount	4	SVI
E9-10-1122		-- Rope Anchor: Removable, 3/4" Steel, Upper Body	4	SVI
E9-10-1120		-- Rope Anchor: Removable, 3/4" Steel, Lower Body	2	SVI
E9-10-2134		-- Portable Winch: Warn, Zeon 8-S, 8,000 lbs. 100' Synthetic Rope	1	SVI
E9-10-3210		-- Receiver: Rope Anchor and/or Portable Winch, Streetside, Forward	1	SVI
	W/W			
E9-10-A122		-- Portable Winch: 12 VDC Powerport, Warn, Sides	1	SVI
E9-10-A220		-- Receiver: Winch Mount Adapter	1	SVI
E9-10-A210		-- Receiver: Rubber Cover	1	SVI
E9-10-3220		-- Receiver: Rope Anchor and/or Portable Winch, Streetside, Rearward	1	SVI
	W/W			
E9-10-A210		-- Receiver: Rubber Cover	1	SVI
E9-10-3310		-- Receiver: Rope Anchor and/or Portable Winch, Curbside, Forward W/W	1	SVI
E9-10-A122		-- Portable Winch: 12 VDC Powerport, Warn, Sides	1	SVI
E9-10-A220		-- Receiver: Winch Mount Adapter	1	SVI



PART NO	S	DESCRIPTION	QTY	ID
E9-10-A210		-- Receiver: Rubber Cover	1	SVI
E9-10-3320		-- Receiver: Rope Anchor and/or Portable Winch, Curbside, Rearward	1	SVI
	W/W			
E9-10-A210		-- Receiver: Rubber Cover	1	SVI
E9-10-3420		-- Receiver: Rope Anchor and/or Portable Winch, Rear Bumper, Use	1	SVI
	Trailer Hitch			
E9-10-A120		-- Portable Winch: 12 VDC Powerport, Warn, Front/Rear	1	SVI
E9-10-A210		-- Receiver: Rubber Cover	1	SVI
		<b>HYDRAULIC RESCUE TOOL SYSTEMS</b>		<b>SVI</b>
E9-12-1100		-- NO Holmatro Core Bulkhead Rescue Fittings	1	SVI
E9-15-1000		-- NO Rescue Tool Hydraulic System	1	SVI
		<b>RUBRAILS</b>		<b>SVI</b>
EB-10-1500		-- Lower Rub Rail: OSS, 22' Body	1	SVI
EB-10-3002		-- Lower Rub Rail: No Warning Lights	2	SVI
P2-F0-1300		-- Reflective Stripe: Rubrail, DG, White	1	SVI
EB-10-1052		-- NO Upper Side Body Protection	1	SVI
		<b>BODY PROTECTION PANELS</b>		<b>SVI</b>
EC-10-1110		-- Gravel Guards: Brushed Stainless, Front Lower Corners	1	SVI
		<b>LADDER / STAIRWAY</b>		<b>SVI</b>
EF-10-1001		-- NO Roof Access Ladder	1	SVI
		<b>AWNING / ADD-A-ROOM</b>		<b>SVI</b>
EJ-10-1000	>	-- NO Awning: Streetside	1	SVI
EJ-10-1010	>	-- NO Awning: Curbside	1	SVI
EJ-10-1015	>	-- NO Awning: Rear	1	SVI
		<b>WATER SYSTEM</b>		<b>SVI</b>
MD-70-2000		-- No Exterior Water System	1	SVI
		<b>VDC</b>		<b>SVI</b>
N0-10-2200		-- 12 VDC System w/ Schematics: Custom, (WA)	1	SVI
		<b>VDC CONTROL CENTER</b>		<b>SVI</b>
N0-11-1130		-- 12 VDC Control Center: Relays, Custom, (WA)(PM)	1	SVI
N0-14-1120		-- Rocker Switch Panel: Cab/Chassis Supplied	1	SVI
		<b>VDC LOAD MANAGERS</b>		<b>SVI</b>
N0-15-1300		-- 12 VDC System Manager: Cab/Chassis Supplied	1	SVI
		<b>VDC BATTERY SYSTEM</b>		<b>SVI</b>
N0-18-1200		-- Battery System: Custom Chassis	1	SVI
		<b>VDC BATTERY SYSTEM</b>		<b>SVI</b>
N0-18-2100		-- Battery Switch: Cab Chassis Supplied	1	SVI
N0-18-3100		-- Battery Solenoid: 200 Amp	1	SVI
		<b>BATTERY CONDITIONER</b>		<b>SVI</b>
N0-19-1012		-- Battery Conditioner: Cab Chassis Supplied	1	SVI
N0-19-A105		-- Shore Power Inlet: Cab Chassis Supplied	1	SVI
N0-19-A310		-- Shore Power Inlet Location: Driver Door	1	SVI
		<b>VDC STANDARD OPTIONS</b>		<b>SVI</b>
N0-18-4100		-- 12 VDC: Custom, Standard and Optional Equipment	1	SVI
		<b>BACKUP ALARMS AND STOPS</b>		<b>SVI</b>
		<b>BACKUP / PERIMETER CAMERAS</b>		<b>SVI</b>
N0-25-B120		-- Backup Camera: Install Chassis Supplied, Rear Box Camera	1	SVI
N0-25-B128		-- Backup Camera: Chassis Supplied, Display	1	SVI
N0-25-E110		-- Vehicle Event Camera: Not Provided	1	SVI
		<b>12 VDC BODY INTERIOR LIGHTS</b>		<b>SVI</b>
		<b>TAIL LIGHTS</b>		<b>SVI</b>
N1-10-1517		-- Tail Lights: Whelen M6 LED, Individual Bezel	1	SVI
N3-10-1151		-- Light Bezel: Whelen M6, Chrome	6	SVI
		<b>MIDSHIP AND CLEARANCE MARKER</b>		<b>SVI</b>
N1-12-1150		-- Midship Turn Signal: Two (2) Tecniq S17 LED	1	SVI
N3-40-1001		-- Light Bezel: Tecniq S17 Chrome	2	SVI
N1-12-2100		-- Clearance Lights and Reflectors: Truck-Lite Model 18, LED	1	SVI
N1-12-2102		-- Rear Marker Lights: Britax LED, Rubber Mounted	1	SVI
N1-12-2110		-- Marker Light Orientation: Upward Sloping	1	SVI
		<b>BUMPER SURFACE LIGHTS</b>		<b>SVI</b>

PART NO	S	DESCRIPTION	QTY	ID
N1-12-3510		-- No Bumper Surface Lights	1	SVI
		<b>LICENSE PLATE</b>		<b>SVI</b>
N1-12-4200		-- License Plate: LED Light and Bracket	1	SVI
		<b>VDC SCENE LIGHT / LIGHT TOWER</b>		<b>SVI</b>
N4-20-0003		-- No Light Tower or Directional VDC Lights	1	SVI
N4-20-0004		-- Front Scene VDC Lights	1	SVI
N4-33-1150		-- Front Scene VDC: Cab/Chassis Supplied	1	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	1	SVI
N4-20-0006		-- No Front Scene VDC Telescopic Lights	1	SVI
N4-20-0007		-- No Front Scene VDC Pedestal Lights	1	SVI
N4-32-1099		-- Side Scene VDC: Hi Viz	1	SVI
N4-32-1102	>	-- Side Scene VDC (1): HiViz Guardian Elite LED Series, 12,290 Lumen, Chrome	4	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	4	SVI
N4-20-0015		-- No Side Scene VDC Pedestal Lights	1	SVI
N4-20-0024		-- No Rear Scene VDC Telescopic Lights	1	SVI
N4-20-0025		-- No Rear Scene VDC Pedestal Lights	1	SVI
N4-32-B010		-- Rear Scene VDC: Hi Viz	1	SVI
N4-32-B102		-- Rear Scene VDC (2): HiViz Guardian Elite LED Series, 12,290 Lumen, Chrome	1	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	1	SVI
N4-23-1100		-- Rear Scene Light Activation in Reverse	1	SVI
		<b>TRAFFIC DIRECTIONAL ADVISOR</b>		<b>SVI</b>
N9-30-3178		-- Traffic Advisor: (8) Whelen ION, Individual, Chrome	1	SVI
N9-30-3197		-- Traffic Advisor Control: Whelen TACTL5	1	SVI
		<b>TRAFFIC FLOW CONTROL BOARD</b>		<b>SVI</b>
N9-32-1030		-- Traffic Arrow Board: Command Light, TFB V7, Vertical	1	SVI
		<b>COMMUNICATION BUZZER SYSTEM</b>		<b>SVI</b>
NC-10-9901		-- Communication Buzzer: Not Provided	1	SVI
		<b>WARNING LIGHT SYSTEM</b>		<b>SVI</b>
N5-05-1200		-- Warning Light System (WA)	1	SVI
N5-09-1100		-- NFPA Warning Light Package	1	SVI
N5-09-1201		-- Control System: Whelen	1	SVI
N2-22-2201		-- No CORE System	1	SVI
N5-20-1000		-- Upper Level: Whelen	1	SVI
N5-20-2000		-- Zone A - Front, Comercial	1	SVI
N5-20-3000		-- Zones B & D - Side Upper Rear	1	SVI
N3-05-M203		-- Warning Lights: (2) Whelen M9 Series, Red, Clear Lens	1	SVI
N3-10-1171		-- Light Bezel: Whelen M9, Chrome	2	SVI
N3-15-M253		-- Flash Pattern: Whelen M6, M7 and M9, Action Scan, Factory	1	SVI
	Default			
N3-15-M600		-- Flash Pattern: Whelen M-Series, No Low Power	1	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	1	SVI
N5-20-3500		-- Upper Front Warning Lights (Not required by NFPA)	1	SVI
N3-05-M203		-- Warning Lights: (2) Whelen M9 Series, Red, Clear Lens	1	SVI
N3-10-1171		-- Light Bezel: Whelen M9, Chrome	2	SVI
N3-15-M253		-- Flash Pattern: Whelen M6, M7 and M9, Action Scan, Factory	1	SVI
	Default			
N3-15-M600		-- Flash Pattern: Whelen M-Series, No Low Power	1	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	1	SVI
N5-20-4000		-- Zone C - Rear Upper	1	SVI
N3-05-M249		-- Warning Lights: (4) Whelen M9 Series, Red, Clear Lens	1	SVI
N3-10-1171		-- Light Bezel: Whelen M9, Chrome	4	SVI
N3-15-M253		-- Flash Pattern: Whelen M6, M7 and M9, Action Scan, Factory	1	SVI
	Default			
N3-15-M600		-- Flash Pattern: Whelen M-Series, No Low Power	1	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	1	SVI
N5-20-5000		-- NO Zones C - Auxiliary Mid Lights	1	SVI
N6-20-1000		-- Lower Level: Whelen	1	SVI
N6-20-2001		-- Zone A - Front	1	SVI

PART NO	S	DESCRIPTION	QTY	ID
N6-20-3035		-- Zones B & D - No Body Auxiliary Light	1	SVI
N6-20-3040		-- Zones B & D - Rear Wheel Well	1	SVI
N3-05-I063		-- Warning Lights: (4) Whelen ION Series, Red, Clear Lens, Chrome	1	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	1	SVI
N6-20-3060		-- Zones B & D - Body Intersection, Rear	1	SVI
N3-05-M003		-- Warning Lights: (2) Whelen M6 Series LED, Red, Clear Lens	1	SVI
N3-10-1151		-- Light Bezel: Whelen M6, Chrome	2	SVI
N3-15-M253		-- Flash Pattern: Whelen M6, M7 and M9, Action Scan, Factory	1	SVI
	Default			
N3-15-M600		-- Flash Pattern: Whelen M-Series, No Low Power	1	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	1	SVI
N6-20-4000		-- Zone C - Rear Lower	1	SVI
N3-05-M003		-- Warning Lights: (2) Whelen M6 Series LED, Red, Clear Lens	1	SVI
N3-10-1151		-- Light Bezel: Whelen M6, Chrome	2	SVI
N3-15-M253		-- Flash Pattern: Whelen M6, M7 and M9, Action Scan, Factory	1	SVI
	Default			
N3-15-M600		-- Flash Pattern: Whelen M-Series, No Low Power	1	SVI
N4-20-0030		-- Light Control: Switch Panel, Cab	1	SVI
		<b>VAC</b>		<b>SVI</b>
R0-05-1200		-- VAC System (WA)	1	SVI
		<b>VAC GENERATOR</b>		<b>SVI</b>
R0-20-1010		-- Generator: Marathon 20 kW, PTO, 1 Phase	1	SVI
R0-10-1300		-- Generator Splash Cover	1	SVI
R0-40-0031		-- Generator Control: Switch Panel	1	SVI
		<b>VAC GENERATOR MOUNTING</b>		<b>SVI</b>
R1-10-1110		-- Generator Mount: Below Chassis Frame Rails	1	SVI
R1-15-1610		-- Generator Manuals	1	SVI
		<b>VAC GENERATOR DRIVES</b>		<b>SVI</b>
R1-20-1108		-- Generator Drive: PTO, 4000EVS	1	SVI
R1-21-1020	>	-- PTO, Allison 4000EVS, 1/8 O'Clock, Chelsea 280 Series	1	SVI
		<b>VAC GENERATOR GOVERNOR</b>		<b>SVI</b>
R1-25-1120	>	-- Generator Control: OEM Electronic Engine	1	SVI
		<b>VAC DISTRIBUTION</b>		<b>SVI</b>
R2-20-2108		-- Loadcenter: Eaton BR Series, 90 A, 1 Phase	1	SVI
R1-30-1130		-- Generator Gauge Panel: Accuvim CL, Single Phase	1	SVI
		<b>VAC SHORE POWER INLETS</b>		<b>SVI</b>
R2-38-1100	>	-- Shore Power Inlet: Battery Charger	1	SVI
R2-41-1100		-- Reference 12V Section for Inlet Size / Type	1	SVI
		<b>VAC CIRCUITS AND OUTLETS</b>		<b>SVI</b>
R2-A0-1055		-- 120 VAC Generator / Shore Power Transfer Switch	1	SVI
R2-A0-1100		-- 120/240 VAC Exterior Outlets	1	SVI
		<b>VAC WIRING AND FIXTURES</b>		<b>SVI</b>
R2-10-1200		-- VAC Wiring System (WA)	1	SVI
R2-10-4100		-- Receptacle and Equipment Labeling	1	SVI
R2-10-5100		-- Electrical Wiring Schematic	1	SVI
		<b>VAC SCENE LIGHTS / LIGHT TOWERS</b>		<b>SVI</b>
R5-10-1010		-- VAC Scene Lighting	1	SVI
R5-20-1010	>	-- No VAC Brow Lights	1	SVI
R5-20-2010	>	-- No VAC Front Scene Lights	1	SVI
R5-20-3010	>	-- No VAC Side Scene Lights	1	SVI
R5-20-4010	>	-- No VAC Rear Body Scene Lights	1	SVI
R5-20-5010	>	-- No VAC Rear Tripod Scene Lights	1	SVI
R7-40-2000		-- Light Tower: Command Light, KL Series, AC Powered	1	SVI
R7-40-2210	>	-- Light Tower Lamps: CL Model KL415A-FX, (6) FRC Spectra Max LED, 168,000 L	1	SVI
R7-40-6210	>	-- Light Tower: CL, KL, SL, Strobe	1	SVI
R7-40-62A0		-- Light Tower: Strobe Color, Green	1	SVI
R7-40-9210	>	-- Light Tower: CL, KL, (2) Light Backlight	1	SVI
R7-40-6010		-- Light Tower: CL, KL Paint Std., Gray	1	SVI
R7-40-8100		-- Light Tower: CL, KL, Wired Hand-Held Control	1	SVI

[illegible]



Date: 07/10/2025

The Sutphen Corporation  
6450 Eiterman Road  
Dublin, OH 43016

**ORDER # DQ018374-1**

**CONTRACT# C006897**

**PROJECT: PURCHASE OF SUTPHEN MONARCH HEAVY RESCUE TRUCK**

Dear Mr. Oakes:

Please find the attached referenced Agreement which establishes the terms and conditions governing the Work that The Sutphen Corporation will perform for Central Florida Tourism Oversight District pursuant to the referenced project.

The following key items are applicable to this Agreement:

- a. The amount of this Agreement is fixed and final.
- b. There shall be two interim payments and one final payment following the completion and delivery of vehicle, and Owner's final acceptance of the vehicle.

**The process for receiving payment pursuant to this Agreement is as follows:**

- (1) 1<sup>st</sup> payment can be billed July 2025, 2<sup>nd</sup> payment October 2025, and the balance remaining after final delivery of the truck. Please provide your invoices to the Owner's Representative at the following address:

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

Should you have any questions or require further clarification of the above, please contact the undersigned at telephone (321) 347-2168 or e-mail tkimball@rcid.org:

Sincerely,  
*Tiffany Kimball*  
Tiffany Kimball  
Contracting Officer



**AGREEMENT**

**Central Florida Tourism Oversight District** (the "Owner"), whose mailing address is P.O. Box # 690519, Orlando, Florida 32869, and **The Sutphen Corporation** (herein referred to as the "Contractor"), whose mailing address is 6450 Eiterman Road, Dublin, OH 43016 agree as follows:

1. The Contractor shall furnish the following firefighting equipment:  
**One (1) Sutphen Monarch Heavy Rescue Truck**
2. The Owner's designated representative for purposes of this Agreement is **Eric Ferrari**, Acting Fire Chief, whose mailing address is P.O. Box 690519, Orlando, Florida 32869, and who 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. The Owner shall pay for two (2) Sutphen Monarch Extreme Duty Engines the total sum of **ONE MILLION, EIGHT HUNDRED SEVENTY-THREE THOUSAND EIGHT HUNDRED SIXTY-NINE AND SIXTY-THREE ONE-HUNDREDTHS DOLLARS (\$1,873,869.63)** paid with two interim payments of **\$630,000 in July 2025**, one payment of **\$630,000 in October 2025**, and the remaining sum of **\$577,644.63** when the truck is delivered and accepted by Owner. This amount will cover the Contractor's profit, general overhead and all other costs and expenses of any nature whatsoever (including, without limitation, taxes, labor, and materials) incurred by the Contractor in connection with the performance of the Work.
4. The Work is expected to be completed **approximately 24 months of the effective date** of this Agreement; however, there is no guaranteed delivery date, nor shall any funds be required from Owner until delivery is made.
5. The Contractor warrants that: (a) it is duly licensed and skilled to perform the work; and (b) the work shall be performed in a workmanlike manner, is free from defects, and conforms with the Contract Documents.
6. Acceptance of final payment by the Contractor for this work shall constitute fully and forever releasing, acquitting and discharging the Owner and its Board of Supervisors, and the Owner's Representative and agents, from all manner of action and causes of action, suits, claims judgments, damages and rights whatsoever in law or in equity, without limitation, any and all liability arising out of or in connection with all the work, labor, materials furnished, performed or provided with this Contract.
7. This Agreement shall be construed in accordance with and regulated under and by the laws of the State of Florida. Venue for any legal action authorized hereunder shall be in Orange County, Florida, and jurisdiction shall be vested exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida or, if appropriate, in the Federal District Court for the Middle District of Florida, Orlando Division.
8. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its work, and nothing herein contained shall be deemed to create an agency relationship between Owner and Contractor.
9. The Contractor shall, at its cost and expense, comply with all federal, state and local laws, ordinances, codes, rules and regulations, and all applicable building codes.

**10. TERMINATION**

Anything herein to the contrary notwithstanding, the Owner may, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed through the date of termination.

**11. E-VERIFY COMPLIANCE**

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of Section 20 hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of \_\_\_\_\_.

**CONTRACTOR: THE SUTPHEN CORPORATION**

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

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

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

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

**OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

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

Print Name: S. C. Kopelousos

Title: District Administrator

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

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.2

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Board Meeting Date: 07/25/2025

**Subject:** C006821 Rehabilitation of Cooling Tower #5 & #6

**Presented By:** Christine Ferraro, Director, Reedy Creek Energy Services

**Department:** Utility Services

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.2 establishing the budget for the Rehabilitation of Cooling Tower #5 & #6 project at the Central Energy Plant in the amount of \$1,650,000; authorizing the District Administrator to execute Contract #C006821 with Harper Limbach LLC for construction services in the amount of \$1,438,683 plus 10% contingency for a total amount of \$1,582,551; and approving an allowance for RCES design/support services fees not-to-exceed \$50,000

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

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**PROOF OF PUBLICATION:** Bid Released: April 9, 2025

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### BACKGROUND:

The Central Energy Plant (CEP) in the North Service Area (NSA) uses six (6) cooling towers to support eight (8) chillers that produce chilled water.

In January 2025, a routine inspection of the cooling towers identified high priority deficiencies requiring remedial action in Cooling Tower Cells #5 and #6.

An Invitation to Bid (ITB) was prepared to identify qualified contractors to provide repair services to Cooling Tower Cells #5 and #6 and optimize the cooling tower's efficiency and spray nozzle performance.

### FINDINGS AND CONCLUSIONS:

On April 9, 2025, Invitation to Bid #C006821 was released as a construction services bid to contractors.

Two (2) bids were received as follows:

Vendor's Legal Name	Vendor's Local Office	Base Bid Amount
Harper Limbach LLC	Lake Mary, FL	\$1,438,683.00
CT/HX	Winter Garden, FL	\$1,471,921.00

Harper Limbach LLC was the lowest responsive and responsible bidder.

The Utilities Division is requesting approval to establish the budget for the Rehabilitation of Cooling Tower #5 & #6 at the Central Energy Plant in the North Service Area project in the amount of \$1,650,000, authorize the District Administrator to execute Contract #C006821 with Harper Limbach LLC for construction services in the amount of \$1,438,683 plus 10% contingency for a total amount of \$1,582,551, and approve an allowance for RCES design/support services fees not-to-exceed \$50,000.

### FISCAL IMPACT:

Funding will be from approved and budgeted funds in the Utility Planned Work budgets for FY25 and FY26.

**PROCUREMENT REVIEW:**

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

**LEGAL REVIEW:**

This agenda item will be reviewed by the District's General Counsel.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- Contract #C006821



## REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP

**Agreement: C006821**

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### **PROJECT MANUAL**

**ISSUED FOR CONSTRUCTION**

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

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<b>Owner:</b>	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
<b>Owner's Representative:</b>	Reedy Creek Energy Services 5300 N. Center Drive Lake Buena Vista, Florida 32830
<b>Engineer/Architect:</b> Cooling Tower Inspection Report	TR Power Partners LLC 208 SE 39th Avenue Ocala, Florida 34471
<b>Contractor:</b>	Harper Limbach LLC 1251 Waterfront Place, Suite 201 Pittsburgh, Pennsylvania 15222

## PROJECT MANUAL

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

The following listed documents comprise the Project Manual entitled:

REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP

### ISSUED FOR CONSTRUCTION

Contract Number: C006821

## 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)

RCES Contractor Safety Expectation - Confined Spaces

RCES Lockout/Tagout (LOTO) Program

CFTOD Project Specific Safety Plan (PSSP) Requirements

Contractor Proposal

**PROJECT FILES:** Drawings, Specifications, and Requirements are available electronically for viewing and download under the Invitation to Bid ("ITB") C006821: Rehabilitation of Cooling Tower #5 & #6 NSA CEP at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/128449#> under Documents. All project files contained therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

- Project files available electronically at the link above:
  - Cooling Tower Inspection Report (dated 02.03.2025)
  - Reference Drawings/Limited Design Documents (attached as separate pages)
- Project files included in Agreement and available electronically at the link above:
  - RCES Contractor Safety Expectation - Confined Spaces
  - RCES Lockout/Tagout (LOTO) Program
  - CFTOD Project Specific Safety Plan (PSSP) Requirements

<b>END OF TABLE OF CONTENTS - PROJECT MANUAL</b>
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**REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP  
LUMP SUM AGREEMENT**

THIS AGREEMENT, made effective as of July 25, 2025, by and between **Central Florida Tourism Oversight District** (herein referred to as the "Owner," "District" or "CFTOD"), whose mailing address is 10450 Turkey Lake Road, Box # 690519, Orlando, Florida 32869, and **Harper Limbach LLC** (herein referred to as the "Contractor"), whose mailing address is 1251 Waterfront Place, Suite 201, Pittsburgh, Pennsylvania 15222.

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

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid ("ITB") No. C006821 on April 9, 2025 for Rehabilitation of Cooling Tower #5 & #6 North Service Area (NSA) Central Energy Plant (CEP);

WHEREAS, two (2) bidders responded, and Harper Limbach LLC was the lowest responsive and responsible bidder for the base bid without alternates. 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 **Jaime Irizarry**, and whose mailing address is Post Office Box 690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.
- 3.2. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

### **Article 4 THE ARCHITECT/ENGINEER**

- 4.1. The Architect/Engineer for the Cooling Tower Inspection Report (herein referred to as the "A/E") is TR Power Partners LLC, whose mailing address is 208 SE 39th Avenue, Ocala, Florida 34471.

### **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 66 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 **56 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 **66 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 **ONE MILLION, FOUR HUNDRED THIRTY-EIGHT THOUSAND, SIX HUNDRED EIGHTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,438,683.00)** (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 **\$1,685.00** 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: (1) 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; (2) 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; (3) 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 (4) 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 eighteen (18) months from the date of final completion. Contractor shall guarantee the materials provided shall be free from any defects for the longer of: (i) twelve (12) months from the date of final completion; or (ii) 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.
- A. Authorized Factory Guarantees: The cooling tower offered in this proposal meets the specified thermal performance conditions when tested in accordance with procedures set forth in the Cooling Technology Institute Acceptance Test Code for water cooling towers ATC-105, latest edition. Unless otherwise agreed, performance tests shall be conducted by the Owner and at the Owner's option and expense. Access to pitot tube taps in piping to tower, via man-lift or scaffolding, shall be supplied by Owner. In the event performance test results indicate inability of the cooling tower to meet specified conditions, SPX Cooling Tech, LLC shall make alterations as it deems necessary to overcome indicated deficiency. Should alterations prove to be inadequate, the Owner shall be compensated by either (or a combination of both) of the following: (1) Installation of additional cooling tower capacity; (2) A refund of a percentage of the contract price agreed to by both parties.
- B. Quality Control of Erection (limitations): Improper erection can diminish the thermal capacity of a tower. Therefore, for field-erected products, the authorized installer limits this warranty to towers built under one of the following arrangements:
- Erection by an SPX Cooling Tech, LLC crew
  - Erection by a non-SPX Cooling Tech, LLC crew following the guidance of an on-site SPX Cooling Tech, LLC adviser
  - Erection by a non-SPX Cooling Tech, LLC crew which is approved by SPX Cooling Tech, LLC. as having pertinent experience and as having demonstrated proficiency
  - Erection by a non-SPX Cooling Tech, LLC crew following the guidance of a non-SPX Cooling Tech, LLC adviser, who has been trained and approved by SPX Cooling Tech, LLC for 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 (A) expressly waive the right to a jury trial, (B) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (C) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- 11.3. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

## **Article 12 PUBLIC RECORDS**

- 12.1. The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

**ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 690519,  
ORLANDO, FLORIDA 32869.**

**Article 13  
E-VERIFY COMPLIANCE**

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

**Article 14  
NON-FUNDING**

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

**Article 15  
NO WAIVER OF SOVEREIGN IMMUNITY**

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

**Article 16  
SCRUTINIZED COMPANIES**

- 16.1. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.
- A. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

- B. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:
  - 1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473 Florida Statutes; and/or
  - 2. Engaged in business operations in Cuba or Syria.
- C. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:
  - 1. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
  - 2. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes subsequent to entering into this Agreement with the Owner.
- D. If this Agreement is terminated by the Owner as provided in paragraph C above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.
- E. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner's termination.
- F. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

#### **Article 17 PUBLIC CONSTRUCTION BOND**

- 17.1. The Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 for the Total Contract Sum Amount of **ONE MILLION, FOUR HUNDRED THIRTY-EIGHT THOUSAND, SIX HUNDRED EIGHTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,438,683.00)** 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:  
**HARPER LIMBACH LLC**

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

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

Print Name: S.C. Kopelousos

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

Title: District Administrator

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

Date: July 25, 2025

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



**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006821**

**I. Project Description**

The Project is briefly described as follows:

**SECTION 1. SCOPE OF SERVICES OVERVIEW**

- 1.1 The Contractor shall provide repair services for CFTOD Cooling Tower Cells #5 and #6 located at the North Service Area (NSA) Central Energy Plant (CEP), in order to correct known deficiencies in the system.
- 1.2 The CEP is located at 5300 N. Center Drive, Lake Buena Vista, FL 32830. Aerial image below:



**SECTION 2. SCOPE OF SERVICES**

- 2.1 Contractor shall furnish and install all materials, tools, equipment, permits, 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 scope of work listed herein.
- 2.2 Collect and review all available information, such as records, aerials, surveys, plans, record drawings, reports, building codes, and Standards that may be pertinent to the execution of the project. Review all requirements of all agencies having jurisdiction over the project. Collect and review any other information that may have a bearing and impact on the planning, design, approval, permitting, construction, or operation of the project.

**EXHIBIT A**  
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**Contract No.: C006821**

- 2.3 Information, measurements, and documentation gathered during each site visit shall be communicated to the Owner at the conclusion of each site visit. Based on the severity of the deficiency identified and level of effort to correct the known deficiency, the Owner may elect to solicit quotes from the awarded Contractor to make any emergency repairs during the scheduled outage period.
- 2.4 Gather information, take measurements, and document existing conditions from the System. Nondestructive inspection methods shall be used except in those instances where the Contractor recommends otherwise and Reedy Creek Energy Services (RCES) approves in advance.
- 2.5 Contractor to provide necessary submittals to Owner's Representative that include but are not limited to drift eliminators, fill material, piping (steel/PVC), distribution headers, distribution nozzles, access ladders, and access platforms.
- 2.6 Remove and replace fill material:
  - A. Remove existing ceramic tile fill material and existing steel fill supports/lintels.
  - B. Furnish and install new industrial strength pultruded fiberglass (FRP) fill supports.
  - C. Furnish and install new Brentwood Thermacross PVC film fill material (15mil AF, 2' deep).
- 2.7 Remove and replace drift eliminator:
  - A. Remove existing PVC drift eliminator and the drift eliminator support racks.
  - B. Install new industrial strength pultruded fiberglass (FRP) drift eliminator supports.
  - C. Install new CF150 PVC drift eliminators (20mil AF), including new perimeter air seals.
- 2.8 Remove and replace distribution headers, lateral pipes, and distribution nozzles:
  - A. Remove existing distribution headers, lateral pipes, and distribution nozzles from cooling tower cells.
  - B. Install new distribution headers, lateral pipes, and distribution nozzles in each cell (CT 5 & 6).
  - C. Install new SCH40 CPVC distribution header above fill material and CPVC lateral pipes that will be supported by FRP.
- 2.9 Access Ladders and Platforms:
  - A. Install new FRP access ladders from the tower fan deck down into plenum area and wetted area.
  - B. Install FRP intermediate access platform at drift eliminator elevation in both cells (CT 5 & 6).
  - C. Install FRP access platform at top of the fill/distribution area in both cells (CT 5 & 6).
- 2.10 Contractor shall provide structural calculations and technical specifications that will allow the project to be permitted for construction if applicable for installation of the new distribution system and associated components.

**SECTION 3. DELIVERABLES**

- 3.1 Daily Inspection Reports: Contractor shall submit to the Owner's Representative daily reports for current project activities no later than two (2) days after the work is complete. The reports shall be legible, in detail and shall include but not be limited to the following information:
  - A. Work activities completed;
  - B. Identified deficiencies or concerns; and
  - C. Applicable subcontractors on site.*Note: Report formatting should be Microsoft Word and PDF files.*
- 3.2 Meet with RCES to discuss and revise in accordance with the comments from Owner.
- 3.3 Contractor to provide weekly project schedule updates to Owner's Representative.
- 3.4 Coordinate and attend kickoff meetings (on-site). Prepare and distribute meeting minutes.

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006821**

- 3.5 Meet with the RCES representatives to develop a procedure and schedule for accessing each area of the cooling towers for repairs.
- 3.6 Contractor may hire a 3rd party sub-contractor for additional support as needed. Contractor shall submit information of any subcontractors of preference. Information shall include but not be limited to:
  - A. Name of the Company
  - B. Address of the local office
  - C. Years of Services
  - D. Contact Person with phone number and email address
  - E. Certifications of the company
  - F. Description of equipment to be used for this project
  - G. Example of previous projects with References
- 3.7 Product Data.
- 3.8 Warranties. Contractor shall provide complete manufacturer warranties to Owner before final payment will be issued.

**SECTION 4. LOCATION**

- 4.1 The CEP is located at 5300 N. Center Drive, Lake Buena Vista, FL 32830.
- 4.2 Special access throughout property will need to be approved prior to work being performed at the Energy Plants.

**SECTION 5. LICENSING, CERTIFICATIONS, AND REQUIREMENTS**

- 5.1 Contractor must be qualified to perform the work. The term "qualified" is defined as any individual, firm, corporation or company that, either in person or through representative, is engaged in and is responsible for the installation, replacement or repair of cooling tower systems; is experienced in such work and familiar with all precautions required; and has complied with all the requirements of local, state and federal codes and standards.
- 5.2 General Contractor License must be valid for the term of the Agreement.

**SECTION 6. QUALITY CONTROL**

- 6.1 Contractor shall establish a quality control/quality assurance program specific to this scope and shall maintain and monitor the program throughout the life of the Agreement.
- 6.2 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.

**SECTION 7. CONTRACTOR RESPONSIBILITIES**

- 7.1 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.
- 7.2 Contractor shall maintain safe working environments in conformance with all applicable Occupational Safety and Health Administration (OSHA) standards, Walt Disney World (WDW), Reedy Creek Energy Services (RCES), and CFTOD safety standards and requirements.
- 7.3 Contractor is responsible for the safe operation of all equipment to access the work location. The equipment includes but is not limited to access equipment, inspection equipment, etc.
- 7.4 Damage attributed to the Contractor shall be repaired immediately at no cost to the District.

**EXHIBIT A**  
**PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS**  
**Contract No.: C006821**

- 7.5 **Confined Space:** Certain aspects of work performed under this assessment may involve the entry into areas which are defined as confined spaces by RCES and OSHA requirements, which are detailed in RCES Contractor Safety Expectation - Confined Spaces document attached to the Agreement. Contractor is advised to become familiar with all aspects and requirements of this RCES document for the Contractor to protect their employees and all others involved from the dangers that may be associated with the limited access and hazardous atmospheres that may exist in these confined spaces. It is the Contractor's responsibility to become familiar with and institute the various permitting, sampling, and other associated safety requirements for confined space entry.
- 7.6 **Fall Protection:** Due to the nature of the work, the Contractor must submit evidence of employee fall protection training for those exposed to fall hazards.
- 7.7 **Crane Lift:** Contractor shall submit a crane plan describing the Crane Lift Plan and Crane Daily Safety Review to RCES for review and approval prior to crane mobilization with all plans including scaled site and elevation plans showing the crane location, adjacent buildings/structures and other significant obstructions within load swing radius and indicating direction and span of swing.
- 7.8 **Lockout Tagout (LOTO):** Contractor shall comply with RCES LOTO procedures outlined in RCES Lockout/Tagout (LOTO) Program document attached to the Agreement.
- 7.9 **Project Specific Safety Plan (PSSP):** Contractor shall furnish and have accepted through CFTOD safety prior to commencement of work which shall comply with the CFTOD Project Specific Safety Plan (PSSP) Requirements document attached to the Agreement.

**SECTION 8. APPEARANCE GUIDELINES**

- 8.1 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.
- 8.2 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 9. EMPLOYEES**

The following applies to ALL contract work:

- 9.1 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.

**EXHIBIT A**  
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- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 All services shall be approved by and scheduled through the Owner or its authorized representative.
- 9.8 Contractor shall be required to provide response correspondence to any service requests sent via the Owner.

**SECTION 10. DAMAGE**

- 10.1 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.
- 10.2 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.
- 10.3 Contractor shall report all damages to the Owner immediately.

**SECTION 11. ADDENDA CLARIFICATIONS**

- 11.1 Drawings and inspection report for the current structure/towers: Attached to the Documents Tab under Invitation to Bid (ITB) No. C006821 for Rehabilitation of Cooling Tower #5 & #6 NSA CEP available at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/128449#> are:
  - A. Limited design documents currently available for the existing counterflow cooling towers. The objective of the rehabilitation is to optimize the cooling tower's efficiency and spray nozzle performance to effectively lower the condenser water temperature from 97° F to at



**EXHIBIT A**  
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least 87° F. This is based on an assumed ambient wet bulb temperature of 80° F, with condenser water flow rates ranging from 6,000 to 20,000 GPM per minute.

B. Cooling Tower Inspection Report, dated 2/03/2025.

- 11.2 RE Furnish and install new Brentwood Thermacross PVC film fill material (15mil AF, 2' deep): The PVC film fill shall have a minimum overall depth of two feet (2'), sufficient to meet the specified design criteria. If a greater fill depth is required to achieve these performance metrics, the contractor may exceed the minimum depth. In such cases, the Contractor shall be fully responsible for all associated engineering, materials, and labor costs related to the additional fill depth.
- 11.3 Design Flow for Distribution System Maximum Flow: The design flow for the combined cooling tower #5 and #6 is equal to the combined flow of three (3) existing chillers, which is a maximum flow of 20,000 GPM (two cells in operation) and minimum flow of 6,000 GPM (one cell in operation).
- 11.4 Distribution System Operational Flow: The design flow for the combined cooling tower #5 and #6 is equal to the combined flow of three (3) existing chillers, which is a maximum flow of 20,000 GPM (two cells in operation) and minimum flow of 6,000 GPM (one cell in operation). Provide nozzle sizing and selection to maintain proper flow distribution across fill surface without scaling for the full range of operation.
- 11.5 Temperatures: Chiller 7, 8, 9 are all served from Cooling Tower #5 and #6. The cooling tower shall provide the following conditions for the chiller(s), condenser water entering the chiller 87 F and condenser water leaving the chiller 97 F.
- 11.6 The new distribution system header terminates approximately 12" inside the tower wall.
- 11.7 Flange diameter at the header termination: Valve is 24"- Flange inside diameter is 24" and outside diameter is approximately 28 to 30".
- 11.8 Elevation of header centerline is approximately 30 to 36".
- 11.9 Cooling Tower #5 is approximately 0 to 2 feet off-center. Cooling Tower #6 is approximately 10 to 12 feet off-center.
- 11.10 Existing distribution system/drift eliminators are supported by fill and T-beams. Contractor's recommended support system for the proposed fill system must be in accordance with all local, state and federal codes and standards. All costs associated with the support methodology are included in the contract sum. All support systems shall be reviewed and approved by RCES prior to implementation to evaluate effects on capacity. Cooling tower shall be simulated by the Contractor with all improvements to validate cooling capacity is not reduced and is capable of meeting the requirements as stated in item #1 – item 3.
- 11.11 Existing pumps are single speed motors; however, condenser pumps will be replaced with VFDs in the future.

**SECTION 12. CONTRACTOR CLARIFICATIONS**

- 12.1 Contractor will provide a design to permit the Mechanical, SOW, permitting and close out documents as required.
- 12.2 Design documents will be provided at 60% complete in 2D digital documents for design development review. Within one week of the first review the 90% development drawings will be submitted for review. The final comments will be included one week after final review for a complete set of drawings for CFTOD submission.

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12.3 Engineering and Project Management includes:

- Cooling Tower Thermal Design
- General Arrangement Drawings
- Quality Control per General Contractor Standards
- Manufacturer Standard Submittals
- Operations and Maintenance Manuals
- Procurement Management
- Start Up Services

12.4 Construction Schedule: Contractor is committed to executing the project in a total duration of 8 weeks (3 weeks per tower with a week of contingency for each). Contractor priced the necessary overtime to allow for this schedule.

- A. Upon award and Notice to Proceed, a pre-construction meeting will be coordinated with the RCES for submittal approvals and to present a Schedule of Work where the project will be executed in accordance to the RCES General Requirements and Conditions. Harper Limbach will employ a field project manager and superintendent and to maintain a weekly schedule, variance reporting throughout design, procurement, and construction. We understand a major key to success is identifying and removing constraints while holding all stakeholders accountable.
- B. A combination of milestone scheduling, interval planning (4-week look ahead) and weekly productivity planning/constraint ID are all key components to schedule accountability.

12.5 Safety:

- Comply with OSHA and RCES safety standards.
- Safety Plan included in Contractor pricing.

12.6 Permitting/Certifications/Bond Requirements: Permitting, inspections, and bonds will be obtained from the authority having jurisdiction (AHJ), and/or in accordance with RCES Building Code. Certifications Include:

- ASME certification
- General Contractor
- Factory Certification for installers

12.7 Warranty:

- C. Materials: one (1) year warranty
- D. Workmanship: eighteen (18) months

12.8 Scope of Work:

- A. Ensure all installations meet all codes and requirements of the Authority Having Jurisdiction (AHJ), including but not limited to the Epcot Building Code 2024, and NFPA standards. As the Design/Builder, Harper Limbach is responsible for the overall design meeting these codes.
- B. Provide all engineering, materials, freight, labor, supervision, and necessary tools/equipment to complete the project as outlined herein.

1. Demolition:

- Cooling Tower #5 (ID SN: 0617)
- Detach and demo original 2ft. of tile fill including:
  - Fill supports (steel lentils)
  - Cellar De's and Supports
  - Existing PVC Distr. System and supports



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- Cut corroded ladder rungs flush with shell for replacement of new fiberglass ladder.
- Cooling Tower #6 (ID SN:1931)
- Detach and demo 5.55ft tile fill including:
  - Fill supports (steel lentils)
  - Cellar De's and Supports
  - Existing PVC Distr. System and supports
  - Cut corroded ladder rungs flush with shell for replacement of new fiberglass ladder.
- Plenum Access:
  - FRP (fiberglass) ladders install at fan deck to top of fill.
  - FRP DE Platforms

2. Installation:

- Fill Install
  - New 4X FRP tube fill supports
  - Quick bolts to anchor structure
  - Fit Marley NC-75 film fill, 20 mil
  - 24" vertical to 2ea. 20" headers – 8" laterals NS5A Sched. 40 PVC System. and new stainless steel hanging supports
  - Marley TU-12, 20mil and new stainless-steel supports
- Mechanical:
  - Re-pitch fans
  - Test and Balance
  - FRP (fiberglass) ladders install at fan deck to top of fill

NOTE: Cooling Tower Termination Points

- Inlet flanges
- Motor conduit box power wiring

3. Materials (for installation):

- External piping and supports
- Water treatment/filtration
- Bypass system
- Concrete landings for ladders and stairways
- Cold water basin design and supply
- Electrical wiring, conduit and cable trays
- Tower lighting
- Fire protection system
- Lightning protection system
- Access to pitot tube taps, via man-lift or scaffolding, if thermal performance test is in scope of supply.
- The above list includes any other consumables parts, material required for completion of project.

a. Structure Design and Materials Descriptions:

- **Fill**

MC75 Film Fill – a film fill system designed to maximize the thermal performance of your cooling tower. Crossed corrugations provide the surface area and

<p style="text-align: center;"><b>EXHIBIT A</b> <b>PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS</b> <b>Contract No.: C006821</b></p>
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turbulence to develop efficient heat transfer. The corrugations inherently establish uniform fill sheet spacing at 0.75". MC75 fill is thermoformed from UV inhibited, chemically resistant polyvinyl chloride (PVC).

The flame spread rating is less than 25 per ASTM E-84 and is considered self-extinguishing. The material is extruded and manufactured to rigid specifications before forming.

- **Distribution System:** The entire distribution system is computer-designed to maximize thermal performance and can be optimized to minimize pump head. The design also minimizes the structural interference with water distribution. The SPX system avoids the uneven water distribution and high operating pressures associated with up-spray nozzle systems. All piping is either PVC or fiberglass. Plastic pipe provides low friction loss to reduce pump head requirements. High performance Marley NS nozzles are available with 1" (25.4mm) to 3.5" (88.9mm) orifice sizes. Each system is designed to minimize silt or debris collection. The nozzle outlet is always the lowest elevation in the distribution system. This arrangement is self-draining when the supply water is shut off. There are no special valves to open or close.
- **Drift Eliminator:** Drift eliminators are of cellular type, Marley XCELplus. The eliminators are thermoformed from 17mil (.017" or 0.43mm) PVC (polyvinyl chloride) material into a configuration providing at least three changes of air direction. Flame spread rating of the material does not exceed 25 per ASTM E-84. It is arranged above the pipes of the water distribution system.

C. **Coordination and Verification:**

- Verify all field conditions and critical dimensions prior to fabrication and installation of materials and components.
- Submit a Work Being Performed (WBP) request for submission to the Owner at least 72 business hours prior to performing any outages and/or shutdowns that will affect other operating systems and/or obtain written approval before proceeding with approved schedule.
- Provide Daily Field Reports to for submission to the Owner's Project Representative within 24 hours of any day work is performed or indicating "No Work" if applicable.

D. **Performance Testing and Commissioning:**

- Perform testing to ensure the proper and safe operation of the newly refurbished cooling towers. *\* See below regarding thermal testing option below.*
- Contractor should be notified in advance for acceptance of thermal tests.
  - The data shall be analyzed using the Performance Curve Method detailed in ATC-105, Part II. The capacity of the cooling tower is expressed as a percentage resulting from a ratio of water flow rates determined by this procedure.
  - The cooling tower shall be considered accepted if tests show that the guarantee has been fulfilled or if performance tests are not conducted within 12 months following cooling tower erection.
  - The scope of services supplied to remedy any deficiencies is limited in kind to the service and equipment originally supplied.
    - Towers utilizing film fill must be operated at design water flow and heat load for a minimum of 1,000 hours prior to a performance test.
    - Lubricants from the manufacturing process of the PVC film sheet can inhibit the heat transfer capability of the fill and needs operating time to dissipate.
    - A 3% test tolerance applies to all thermal tests.

**EXHIBIT A**  
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**E. Deliverables:**

1. Provide as-built drawings reflecting the final installation.
2. Provide any additional testing reports or certifications as requested by Owner.

**12.9 General Conditions**

- A. FL Sales Tax Exemption applies.
- B. Full-time superintendent and project manager.
- C. Contractor is providing dumpsters, all rigging and general cleanup.

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**II. List of Contract Documents**

- A. **PROJECT FILES:** Drawings, Specifications, and Requirements are available electronically for viewing and download under the Invitation to Bid ("ITB") C006821: Rehabilitation of Cooling Tower #5 & #6 NSA CEP at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/128449#> under Documents. All project files contained therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.
  1. Project files available electronically at the link above:
    - Cooling Tower Inspection Report (dated 02.03.2025)
    - References Drawings (attached as separate pages)
  2. Project files included in Agreement and available electronically at the link above:
    - RCES Contractor Safety Expectation - Confined Spaces
    - RCES Lockout/Tagout (LOTO) Program
    - CFTOD Project Specific Safety Plan (PSSP) Requirements
- B. This Exhibit A, Project Description and List of Contract Documents, 11 pages
- C. Exhibit B, Project Milestone Schedule, 1 page
- D. Exhibit C, Recap of Contract Sum, 1 page
- E. Exhibit D, Pending Alternates, 1 page
- F. Exhibit E, Unit Price Schedule, 1 page
- G. Special Contract Conditions, June 2023 Ed., 15 pages
- H. General Conditions of the Contract for Construction, including table of contents, February 2025 Ed., 26 pages
- I. Payment Bond, 2 pages
- J. Performance Bond, 2 pages
- K. Consent of Surety for Partial Payment Application, 1 page
- L. Dual Obligatee Rider, 1 page
- M. Contractor's Interim Affidavit (SAMPLE), including Schedule A, 2 pages
- N. Contractor's Request for Information (SAMPLE), 1 page
- O. Directive (SAMPLE), 1 page
- P. Change Order (SAMPLE), including Exhibit A, 2 pages

<p style="text-align: center;"><b>EXHIBIT A</b> <b>PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS</b> <b>Contract No.: C006821</b></p>
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- Q. Close-Out Change Order (SAMPLE contains Certificate of Substantial Completion), including Attachments A through F, 9 pages
- R. Punch List (SAMPLE), 1 page
- S. RCES Contractor Safety Expectation - Confined Spaces, 3 pages
- T. RCES Lockout/Tagout (LOTO) Program, 10 pages
- U. CFTOD Project Specific Safety Plan (PSSP) Requirements, 3 pages
- V. Contractor Proposal, 10 pages

<p style="text-align: center;"><b>End of Exhibit A</b></p>
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**EXHIBIT B**  
**PROJECT MILESTONE SCHEDULE**  
**Contract No.: C006821**

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:

<b>MILESTONE DESCRIPTION</b>	<b>START DATE</b>	<b>COMPLETION DATE</b>
Notice-to-Proceed	Day 1	Day 1
Substantial Completion	Day 1	56 Days from Notice-to-Proceed
Final Completion	Day 56	66 Days from Notice-to-Proceed

**End of Exhibit B**

**EXHIBIT C**  
**RECAP OF CONTRACT SUM**  
**Contract No.: C006821**

The Contract Sum is based solely on the Contractor's proposed Base Bid Lump Sum Fixed Price of **\$1,438,683.00** as itemized below.

Item	Description	Unit	Qty	Unit Price	Lump Sum Total
1	Remove and Replace fill material	LS	1	\$475,000.00	\$475,000.00
2	Remove and Replace drift eliminator	LS	1	\$325,000.00	\$325,000.00
3	Remove and Replace distribution headers, lateral pipes, and distribution nozzles	LS	1	\$563,683.00	\$563,683.00
4	Access Ladders and Platforms	LS	1	\$25,000.00	\$25,000.00
5	Structural calculations and technical specifications necessary for the cooling tower fill	LS	1	\$50,000.00	\$50,000.00
<b>LUMP SUM GRAND TOTAL</b>					<b>\$1,438,683.00</b>

**End of Exhibit C**



**EXHIBIT D**  
**PENDING ALTERNATES**  
**Contract No.: C006821**

THERE ARE NO PENDING ALTERNATES

**End of Exhibit D**

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**Contract No.: C006821**

THERE IS NO UNIT PRICE SCHEDULE

**End of Exhibit E**

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**SPECIAL CONTRACT CONDITIONS**

Contract No.: C006821

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**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**SPECIAL CONTRACT CONDITIONS**

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**II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT ("PPE") AND CLOTHING REQUIREMENTS**

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

**III. RESERVED**

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

**A. ASBESTOS**

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

**B. CADMIUM and/or LEAD**

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**SPECIAL CONTRACT CONDITIONS**

Contract No.: C006821

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 as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches

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may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

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

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

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

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

**VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.**

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

**VII. ELECTRICAL SAFETY POLICY**

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

The Policy is that all electrical work *shall* be performed de-energized as a standard work practice. This Policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take



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personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

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

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

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

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

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

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

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

The Contractor understands and agrees that it is the responsibility of the Contractor to ensure compliance with all applicable safety laws, codes regulations and rules as well as adherence to the

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

**VIII. LOCK OUT / TAG OUT**

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

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

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

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

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

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

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

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

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

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

- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition

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- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

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

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

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

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

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

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

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

**IX. FALL PROTECTION**

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

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

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

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

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

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

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

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

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

**X. AERIAL WORK PLATFORMS ("AWP")**

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

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

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

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

AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall

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be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

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

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

**XI. LADDERS**

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

**XII. TRENCHING AND EXCAVATION**

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

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

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

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

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

**XIII. UTILITY LOCATES**

*Routine Locate Tickets:*

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

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*Emergency Locate Tickets:*

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

**XIV. MOBILE CRANES**

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

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

A critical lift plan is required for the following lifts:



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

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

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

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

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

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

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

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

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

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

#### **XV. HEAVY EQUIPMENT OPERATIONS**

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

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

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the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

**XVI. DIVING OPERATIONS**

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

The Dive Plan shall include the following:

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

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- f) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- g) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

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

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

XVII. RESERVED.

END OF SPECIAL CONTRACT CONDITIONS

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**ARTICLE 1**  
**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 2  
THE CONTRACT DOCUMENTS**

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

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

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

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

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



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

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

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

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

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

### **Article 3 OWNER**

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

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

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

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

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

### **Article 5 CONTRACTOR**

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

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

## 5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

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

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

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

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

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

## 5.3. MATERIALS AND EQUIPMENT.

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

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

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

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

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

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

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

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

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

#### 5.7. TESTS.

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

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

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

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

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

## **Article 6 SUBCONTRACTORS**

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

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

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

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

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

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

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

### 6.3. SUBCONTRACTUAL RELATIONS.

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

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

### 6.4. PAYMENTS TO SUBCONTRACTORS.

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

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

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

## **Article 7 SEPARATE CONTRACTS**

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

### 7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

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

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

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

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

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

## **Article 8**

### **TIME**

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

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

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

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

## 8.2. PROGRESS AND COMPLETION; SCHEDULING.

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

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

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

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

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

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

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

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

8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor



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

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

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

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

## **Article 9 PAYMENTS AND COMPLETION**

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

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

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

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

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

## 9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Article 10**

#### **PROTECTION OF PERSONS AND PROPERTY**

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

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

applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 11 INSURANCE**

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

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

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

- A. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at [vendors@oversightdistrict.org](mailto:vendors@oversightdistrict.org).
- B. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.



- C. **ADDITIONAL INSUREDS.** Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- D. **WAIVERS.** The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- E. **CLAIMS.** The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- F. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

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

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

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

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

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

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

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

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

impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.

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

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

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

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

### **Article 13 CLAIMS**

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

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

13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.

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

## **Article 14**

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

#### 14.1.UNCOVERING OF WORK.

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

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

#### 14.2.CORRECTION OF WORK.

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

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

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

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

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

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

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

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

## **Article 15**

### **TERMINATION OF CONTRACT**

15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Contract and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the

Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges that it can be adequately compensated by such money damages for any breach of this Contract which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Contract or suspend or abandon its performance of the Work.

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

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

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

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

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

appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work pursuant to Article 12.

## **Article 16**

### **MISCELLANEOUS PROVISIONS**

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

**16.2.ASSIGNABILITY; SUCCESSORS AND ASSIGNS.**

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

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

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

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

**16.5.MAINTENANCE OF HARMONIOUS RELATIONS.** The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of the Owner to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote



labor unrest on the Project; which shall abide by all local, state and federal labor and employment relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. The Owner reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.

**16.6.UNION AGREEMENTS.** Regardless of the expiration of any collective bargaining agreement during the term of this Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the Central Florida Tourism Oversight District or any of the properties or facilities located therein, irrespective of whether such properties are owned by the Owner or by a third party. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.

**16.7.USE OF OWNER'S NAME/CONFIDENTIALITY.** Neither the Contractor nor its Subcontractors or Sub-subcontractors, by virtue of this Contract, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.

#### **16.8.GENERAL.**

**16.8.1.** The captions of divisions, sections, articles, paragraphs, subparagraphs, clauses and the like in the Contract Documents are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, paragraphs, subparagraphs, clauses and the like. The parties agree that the Contract Documents shall not be construed more strictly against any party regardless of the identity of their drafter.

**16.8.2.** Unless otherwise specified, article, paragraph and subparagraph references appearing in these General Conditions are to articles, paragraphs and subparagraphs herein.

16.8.3. Wherever this Contract obligates the Contractor hereunder to reimburse the Owner or others for attorneys' fees, such obligation shall not only include attorneys' fees incurred prior to and including litigation in the trial court, but also all attorneys' fees incurred in connection with any and all appellate proceedings, no matter to which court any appeal is taken and by whomever so taken.

16.8.4. Wherever this Contract obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and its supervisors, administrators, officers, directors, agents, employees, agents, successors and assigns and Owner's Representative, and its parent, related, affiliated and subsidiary companies and the officers, directors, agents, employees and assigns of each; (ii) the Contractor shall defend (if requested by the Owner) and hold each indemnitee harmless; (iii) in the event of any such requested defense, the Owner may choose its legal counsel, control the litigation including, without limitation, determining legal strategy, settlement strategy and whether or not to file any appeals; (iv) the Contractor shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence, recklessness or intentional wrongful misconduct of any of those indemnified pursuant to any such provision, it being understood and agreed that no such comparative or contributing negligence, recklessness or intentional wrongful misconduct shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified; (v) no indemnification obligation hereunder shall be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any Worker's Compensation Act, disability benefit acts or other employee benefit acts; and (vi) all such indemnity provisions shall survive the expiration or sooner termination of this Contract.

16.8.5. Unless otherwise specifically provided herein, the Owner may withhold any consents, approvals or waivers required of it pursuant to the Contract in its sole discretion.

16.9. IMMIGRATION REFORM CONTROL ACT. All Contractors, Subcontractors, and Sub-subcontractors must adhere to the Immigration Reform Control Act of 1986 and shall maintain I-9 forms regarding all employees. It is not the Owner's obligation to insure compliance with this law, however, the Owner reserves the right to inspect and copy the Contractor's records in this regard upon request.

16.10. ADJACENT LAND AND LANDOWNERS. To the extent the Work requires the Contractor to enter upon land owned by others than the Owner, or the Contractor is permitted to enter upon such land, then the Contractor shall, prior to entry, satisfy itself as to all conditions present upon such land and shall take all necessary precautions to protect all persons and property from injury or damage as a result of the Contractor's entry upon such land and shall promptly repair any damage to the land and any property located thereon. The Contractor shall defend, indemnify and hold harmless the owner(s) of such land from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by or arising out of the Contractor's entry upon such land. Nothing contained herein shall create any contractual relationship between the Contractor and the owner(s) of such land; however, it is acknowledged that the owner(s) of such land are intended third party beneficiaries of the obligations of the Contractor hereunder.

## **Article 17 EQUAL OPPORTUNITY**

17.1. POLICIES OF EMPLOYMENT. The Contractor shall maintain policies of employment as follows:

17.1.1. Neither the Contractor nor any of its Subcontractors or Sub-subcontractors shall discriminate against any employee or applicant for employment on the basis of race, religion, color, sex or national origin. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination.

17.1.2. The Contractor and its Subcontractors and Sub-subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

17.2. PROCEDURES AND GUIDELINES. The provisions of this Article are in addition to any and all other policies, procedures or guidelines established by the Owner with respect to equal employment opportunities which are set forth elsewhere in the Contract Documents. The Owner may, at any time during the term of the Contract, issue Directives in furtherance of this Article and the obligations of the Contractor and its Subcontractors and Sub-subcontractors hereunder, and the Contractor and its Subcontractors and Sub-subcontractors shall comply with all of the foregoing as they relate to any

Work performed under this Contract. No policies, procedures or guidelines established by the Owner pursuant hereto shall give rise to a claim by the Contractor for an increase in the Contract Sum or an extension of the Contract Time, nor shall they relieve the Contractor of its primary responsibilities to provide equal employment opportunities and to insure that its Subcontractors and Sub-subcontractors do the same. Any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to provide equal employment opportunities as required by these Contract Documents or by law shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
PAYMENT BOND**

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**OWNER:**

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

**CONTRACTOR:**

HARPER LIMBACH LLC  
1251 Waterfront Place, Suite 201  
Pittsburgh, Pennsylvania 15222 (hereinafter "Contractor")

**SURETY:**

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

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

**CONTRACT:**

Date: July 25, 2025  
Contract No. C006821  
Project: REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP

Legal Description or Street Address of Project: Central Energy Plant (CEP), 5300 N. Center Drive, Lake Buena Vista, Florida 32830.

Contract Sum: ONE MILLION, FOUR HUNDRED THIRTY-EIGHT THOUSAND, SIX HUNDRED EIGHTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,438,683.00) (hereinafter "Contract")

**BOND:**

Date: July 25, 2025  
Amount: ONE MILLION, FOUR HUNDRED THIRTY-EIGHT THOUSAND, SIX HUNDRED EIGHTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,438,683.00) (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:**  
HARPER LIMBACH LLC

**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:**

HARPER LIMBACH LLC  
1251 Waterfront Place, Suite 201  
Pittsburgh, Pennsylvania 15222 (hereinafter "Contractor")

**SURETY:**

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

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

**CONTRACT:**

Date: July 25, 2025  
Contract No. C006821  
Project: REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP

Legal Description or Street Address of Project: Central Energy Plant (CEP), 5300 N. Center Drive, Lake Buena Vista, Florida 32830.

Contract Sum: ONE MILLION, FOUR HUNDRED THIRTY-EIGHT THOUSAND, SIX HUNDRED EIGHTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,438,683.00) (hereinafter "Contract")

**BOND:**

Date: July 25, 2025  
Amount: ONE MILLION, FOUR HUNDRED THIRTY-EIGHT THOUSAND, SIX HUNDRED EIGHTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,438,683.00) (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:**  
HARPER LIMBACH LLC

**SURETY:**

[SEAL]

[SEAL]

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

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

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

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

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

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



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
CONSENT OF SURETY FOR PARTIAL PAYMENT APPLICATION**

(Date) \_\_\_\_\_

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
P.O. Box 690519  
Orlando, Florida 32869

Re: Consent of Surety  
Bond # \_\_\_\_\_  
Contract # C006821  
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: **Harper Limbach LLC**

By \_\_\_\_\_

**Surety**

By \_\_\_\_\_

## CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: HARPER LIMBACH LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract N : C00682 date July 25, 2025, for REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP
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, material, equipment, services and other items including, without limitation, all amounts due and owing to, 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 service labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Contractor: Harper Limbach LLC

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

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

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

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

Page 2 of 2

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

From: HARPER LIMBACH LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006821, dated July 25, 2025, between CENTRAL FLORIDA TOURISM DISTRICT and HARPER LIMBACH LLC

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

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

Please initial: \_\_\_\_\_  
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	Contract Drawing Ref	_____
	_____ Interpretation of Contract Requirements	Shop Drawing Ref	_____
	_____ Conflict in Contract Requirements	Specification Ref	_____
	_____ Coordination Problems	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: C006821

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

PROJECT: **REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP**

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

CONTRACTOR: Harper Limbach LLC

ATTACHMENTS:

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

Pursuant to the General Conditions of the Contract for Construction, you are hereby directed to proceed to perform the Work described above as indicated below. All work is to be accomplished in accordance with the Contract Documents. Any time extension associated with this Directive should be identified and a separate price stated to incorporate this change within the Contract completion date. Accurate records of any additional work, which may result in a change to the Contract Sum. 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 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 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 able to agree at this time as to whether the work described above constitutes a change in the scope of the work of the Contractor. Such dispute shall be resolved in accordance with the applicable provisions in the Contract Documents.

Approved:

Recommended for Approval:

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

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

Accepted:

\_\_\_\_\_  
Contractor: Harper Limbach LLC      Date

Copy: Contract File

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

Owner's Project Manager: Craig Sandt

PROJECT: REHABILITATION OF COOLING TOWER #5 &  
#6 NSA CEP

CONTRACT NO. C006821

CONTRACTOR: Harper Limbach LLC  
1251 Waterfront Place, Suite 201  
Pittsburgh, PA 15222

CHANGE ORDER NO. « Change Order\_Number»

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>\$1,438,683.00</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 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 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  
**HARPER LIMBACH LLC**

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

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

Print Name: S.C. Kopelousos

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

Title: District Administrator

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

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

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

CONTRACT NUMBER: C006821  
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: REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP

CONTRACT NUMBER: C006821

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>\$1,438,683.00</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. C006 21 and, along with the other terms of this Close-out Change Order, constitute material consideration and representation to the Owner to induce the Owner into execution of this Close-out Change Order.

#### CONTRACT CLOSE-OUT DOCUMENTS

Attachment A	General Release
Attachment B	Contractor's Affidavit
Attachment C	Waiver of Claim/Waiver of Lien/Litigation List
Attachment D	Contractor's Guarantee to Owner
Attachment E	Consent of Surety
Attachment F	Certificate of Substantial Completion

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

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

Contractor

*Closeout Change Order*

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

- b. Without limitation upon the indemnity provisions contained in the Contract and in addition thereto, the Contractor shall indemnify, defend and hold harmless the Owner, the Owner's Representative, the parent, related, affiliated and subsidiary companies of each, and the officers, directors, agents, employees, successors and assigns of each from and against any and all claims, causes of action, liens, rights to claim a lien, suits, expenses, losses and damages (including, without limitation, any and all expenses, loss and damages, for or arising out of direct costs, indirect costs, expenses, overhead, profit, labor, labor impacts, materials, supplies, equipment, changes, cardinal hangars, cumulative impacts, disruptions, hindrances, interferences, delays, acceleration efficiencies 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 (hereafter referred to collectively as "Claims") directly or indirectly (i) made or asserted by any Subcontractors or Sub-subcontractors arising out of, related 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 ), 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 represents 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 whose liability 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**

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

Print Name: S.C. Kopelousos

Title: District Administrator

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

---

CONTRACTOR:  
**HARPER LIMBACH LLC**

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

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

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

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

CONTRACTOR: Harper Limbach LLC  
CONTRACT NUMBER: C006821  
CHANGE ORDER NO. (Insert C.O. Number)

---

GENERAL RELEASE

Attachment A

CONTRACT NO. C006821

FOR AND IN CONSIDERATION OF THE SUM OF \$\_\_\_\_\_ (Insert Amount of Final Payment, including all retainage withheld), as FINAL PAYMENT, the receipt and adequacy of which is hereby acknowledged, HARPER LIMBACH LLC, the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasee" from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of In 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 July 25, 2025, Contract No. C006821, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and Harper Limbach LLC and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

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

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

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

\_\_\_\_\_  
Harper Limbach LLC

(Contractor)

\_\_\_\_\_  
Signature

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

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

CONTRACTOR: Harper Limbach LLC  
CONTRACT NUMBER: C006821  
CHANGE ORDER NO. (Insert C.O. Number)

---

CONTRACTOR'S AFFIDAVIT

Attachment B  
Page 1

From: HARPER LIMBACH LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. C00 21, dated July 25, 2025, for the REHABILITATION OF COOLING TOWER #5 & #6 N P proje
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 ( ) furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor materials, equipment and supplies, except as otherwise indicated in Schedule A attached

\_\_\_\_\_  
Harper Limbach LLC  
(Contractor)

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

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

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

CONTRACTOR: Harper Limbach LLC  
CONTRACT NUMBER: C006821  
CHANGE ORDER NO. (Insert C.O. Number)

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CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment B  
Page 2

Date: (Insert Date)

From: Harper Limbach LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006821, dated July 25, 2025, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and Harper Limbach LLC

The following are ALL the amounts due and owing to all persons, firms, corporation 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 amounts due and owing.

NAME

AMOUNT DUE AND OWING

OTHER

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

CONTRACTOR: Harper Limbach LLC  
CONTRACT NUMBER: C006821  
CHANGE ORDER NO. (Insert C.O. Number)

---

Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Harper Limbach LLC

CONTRACT NO. C006821

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, satisfaction of Claims and Liens (or other documentation) in such form as the Owner may require for the following:

TYPE

COMPANY FILING NOTICE

UNDER AN ORDER GIVEN BY:

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

CONTRACTOR: Harper Limbach LLC  
CONTRACT NUMBER: C006821  
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: C006821

Project: REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP

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

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

\_\_\_\_\_  
Harper Limbach LLC  
(Contractor)

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

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

Local Representative to be contacted for service:

Contractor:	Harper Limbach LLC
Name:	_____
Address:	1251 Waterfront Place, Suite 201 Pittsburgh, PA 15222
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. C006821, dated July 25, 2025, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP project. We understand that the Contractor desires to be paid, subject to our consent, the retainage held by the Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

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

Very truly yours,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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



CONTRACTOR: Harper Limbach LLC  
CONTRACT NUMBER: C006821  
CHANGE ORDER NO. (Insert C.O. Number)

---

Attachment F

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006821  
PROJECT: REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP  
CONTRACTOR: Harper Limbach LLC  
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 casual 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 demand for an Application for Payment (including all costs and/or fees for any outstanding Revision Orders and itemized portions 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.: C006821

PROJECT: REHABILITATION OF COOLING TOWER #5 & #6 NSA CEP

CONTRACTOR: Harper Limbach LLC

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 item related to the Work requires 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. **NOT 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). If the 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 the 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



# 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.

### RCES 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.

### **RCES 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 RCID	Manager, Utility Integration	2018 Mar 13

# **RCES Lockout/Tagout (LOTO) Program**

Reedy Creek Energy Services

Operations Division 320, Energy Production

## **Lockout / Tagout (LOTO) Program**

### **Purpose:**

These procedures have been implemented within RCES Energy Production for the protection of personnel, equipment and the environment. Operating procedures are contained in the respective Departmental Standard Operating Procedures. Maintenance procedures are contained in applicable technical manuals.

This program does NOT supersede the requirements of the "Walt Disney World Lock-Out/Tag-out Program", nor of the Occupational Safety and Health Administration (OSHA) "Control of Hazardous Energy (lockout/tagout)" 29 CFR1910.147, but enhances the application..

### **References:**

- (1) Walt Disney Parks and Resorts – Worldwide Safety "Lockout Tagout (LOTO) Safety Program – The Control of Hazardous Energy – PRG-193950, Revision 0, September 25, 2017.
- (2) Occupational Safety and Health Administration (OSHA) "The Control of Hazardous Energy (lockout/tagout)" 29CFR 1910.147.

### **Appendices:**

- (1) LOTO sheet 1 – Lockout / Tagout Record Sheet
- (2) LOTO sheet 2 – Lockout / Tagout Sign on Sheet
- (3) LOTO sheet 3 – Group Leader Transfer Log
- (4) Greater Than 1KV equipment practices
- (5) HVAC Procedural Policies
- (6) Removal of Lock Form

### **Scope:**

This program applies to all Reedy Creek Energy Services Cast Members who service and maintain equipment and systems under the cognizance of the Division 320 Energy Production where LOTO is applied. This program also applies to contractors and representatives of organizations external to Reedy Creek Energy Services, who service and maintain plant equipment and systems where LOTO is applied. Any Disney Cast Members or contractors, or others using this procedure must have training in basic LOTO including the recognition of hazardous energy sources.

### **Definitions:**

- On Screen Operator – The operator on duty in the Control Room

## **RCES Lockout/Tagout (LOTO) Program**

- Control Room – The room associated with remote control of the plant systems
- RCES – Reedy Creek Energy Services
- CEP – Central Energy Plant
- ECEP – Epcot Central Energy Plant
- NSCEP – North Studios Central Energy Plant
- SSCEP – South Studios Central Energy Plant
- COGEN – Cogeneration Plant consisting of the power generation systems
- CHOT – Contemporary Hotel Chiller Plant
- Working Foreman – The on-shift operator responsible for shift operations
- Group Leader – A Level 2 Authorized Person or higher trained individual, who initiates group LOTO and is accountable as the primary contact throughout the entire process, unless their responsibility is passed on to another Group Leader.
- Department 321 – The CEP operators, mechanics
- Department 321H – Division 320 HVAC Mechanics
- Department 323 – The ECEP/SCEP operators and mechanics.
- Plant Supervisor – anyone of the several Operations Service Managers who has cognizant responsibility during their assigned shift(s).
- WDPR – Walt Disney Parks and Resorts

### **Roles and Responsibilities:**

- Level 1 – Affected Worker
  - Affected workers are those whose job requires them to operate or use a machine or equipment on which service or maintenance is performed under LOTO by a level 2 Authorized Cast Member, and others whose job requires them to work in proximity to the machine or equipment under LOTO.
  - An Affected Cast Member must be familiar with LOTO and be able to recognize equipment under LOTO.
  - Affected Cast Members are responsible for the following:
    - Applying their lock and tag when they are potentially exposed to hazardous energy and only after a Level 2 Authorized Cast Member has performed LOTO and applied the first lock.
    - Complete WDPR Level 1 User Safety Training.
    - Recognize when LOTO is being used.
    - Understand the purpose and use of the LOTO procedures.
    - Understand the importance of not tampering or removing any LOTO devices and not starting up equipment that has been locked or tagged out.
    - Comply with the requirements of this program as appropriate.
- Level 2 – Authorized Cast Member
  - Authorized Cast Members are those, through knowledge, experience, and training, are able to perform LOTO on specific machines, equipment, or systems in order to perform service or maintenance.
  - Authorized Cast Members are responsible for the following:
    - Understanding the type and magnitude of the hazardous energy sources associated with machinery or equipment on which they will perform, servicing or maintenance.
    - Understanding the LOTO process, including the methods and means to isolate and control relevant energy sources on a particular piece of equipment.

## RCES Lockout/Tagout (LOTO) Program

- Implementing shutdown and LOTO procedures when performing service or maintenance on machines, equipment, or systems to control the release of hazardous energy.
- Taking the lead and applying the first lock and tag when performing LOTO and when assisting other Cast Members who are not trained to perform LOTO on specific machines, equipment, or systems. When in this role, their lock must be the last lock removed, unless their responsibility has been handed off to at least another Level 2 Authorized Cast Member.
- Verifying proper care of LOTO equipment under their control.
- Recognizing and understanding all applicable hazardous energy sources including understanding that certain machines, equipment, and systems may have more than one energy source that needs to be controlled via LOTO.
  - Level 2 Authorized cast members, who are not familiar with specific machines, equipment, systems, or the associated procedure for locking them out, must be assisted by another Level 2 – Authorized cast member, or higher level trained, who has the LOTO procedural knowledge and experience with the equipment involved to shut down the equipment and isolate energy.
- Level 3 – Responsible Person
  - A Level 3 Responsible Person is a designated cast member, typically a leader, with sufficient knowledge and training to provide field guidance on and enforcement of the LOTO safety program.
  - Responsible Persons are responsible for the following:
    - Leads and guides Level 2 Authorized cast members
    - Verifying that Level 2 Authorized cast members in their area understand their responsibilities under the LOTO safety program, by conducting periodic audits of their LOTO activities.
    - Coordinating appropriate training for cast members with LOTO safety responsibilities.
    - Participating in the investigation of any incidents and near misses that might occur related to LOTO hazards in their area.
- Contractors
  - All contractors performing service or maintenance on machines, equipment, or systems shall conduct activities in accordance with reference (2) and are required to:
    - Follow the RCES LOTO program as a Level 1 – Affected Worker.
    - Have personnel that are properly trained in the LOTO process.
    - Provide timely notification and coordinate with the line of business (LOB) that contracted those regarding when LOTO will be required and will it will be implemented.

**Training:** In accordance with reference (1).

### Procedure:

To ensure consistency of the LOTO procedure, the following will be adhered to:

1. When it is determined that a LOTO is required, a Level 2 Authorized Cast Member will be assigned to implement the LOTO.
2. If the LOTO energy control procedures involve a piece of equipment that uses greater than 1KV, the qualified operator implementing the LOTO will ensure the additional required switching steps of Appendix 4 have been completed.



## RCES Lockout/Tagout (LOTO) Program

3. Authorized Cast Members are to use the LOTO procedures developed and available electronically at the plant or modify one to establish a zero energy state which addresses the specific work task to be performed.
4. The Authorized Cast Member is responsible to ensure the LOTO effectively isolates the equipment for the work to be performed and shall ensure it includes the steps necessary to validate zero energy state (ZES).
5. All LOTO Tags will have the following information:
  - a. Unique LOTO Identification Number (in lieu of the /name of person installing tag)
  - b. Lock Number (Serial # on unique key)
  - c. Device the tag is attached to
  - d. Required Position
  - e. Date tag applied
6. The keys from these individual locks will be placed in a Group LOTO Box. The associated Group LOTO box shift continuity lock will be applied and the key will be placed in the departmental key cabinet where all Group LOTO box shift continuity locks and keys will be maintained. Keys may be maintained in RCES vehicles for short-term and remote LOTOs.
7. All LOTO's will be verified ZEV for the appropriate hazardous energies expected. (For example: Mechanical, Electrical, Thermal, Chemical, Pressure, or Stored/Potential Energy). This will be signed by the Authorized Cast Member hanging the LOTO as they either test the zero energy state themselves (Mechanical), or by a qualified technician or contractor checking the zero energy state for electrical systems (electrical).
8. Once the system is verified at ZEV, RCES cast members, outside contractors, or others performing the work will be offered an opportunity to verify the system ZEV and the boundaries. They will sign in the appropriate block on Sheet 2, accepting and verifying the LOTO is adequate for the scope of work being performed and place their RED personal LOTO lock identifying the person performing the work on the Group Lock Box. Workers who are Non RCES cast members will use their company designated personal lock and tag that will provide name and contact information.
9. A Level 2 Authorized Cast Member must be signed on to Sheet 3 as the Group Leader in order for work to be performed under the LOTO. The Group Leader is the go to person if any there are any questions about the LOTO or the LOTO needs to be modified. The Group Leader is considered a system expert for the system / equipment under the LOTO. The Group Leader will be the Working Foreman (WF) if work is expected to take less than 1 shift, or the Plant Service Manager. If the Group Leader is the WF, and the work continues past the current Group Leader's shift, a new Group Leader from the oncoming shift will have to relieve the current Group Leader for work to continue. This will be annotated on Sheet 3 of the LOTO. A Group Leader is not needed if no work is being performed.
10. If work on the equipment is determined to need additional tags at any time during the work, those tags will be filled in on Sheet 1 and listed as **Tag Numbers Added/Removed**, the **Reason for Change**, and sign as **Verified and Accepted By**.
11. Personal locks on group LOTO boxes must be removed at the end of each shift
12. After the work is completed or at the end of each shift, each person who accepted the LOTO will sign the **"Sign OFF"** block on the sheet they previously signed, indicate if their work is complete, and remove their personal lock from the Group Lock Box.
13. Once all work is completed on the piece of equipment, all locks removed from the associated Group Lock boxes, and all "Signed Off" blocks from Sheet 2 are verified signed; the Authorized Cast member on shift may then sign the **Final Removal Ordered By** block on Sheet 1 and the LOTO will be removed. When the LOTO is removed, each device will be positioned consistent with expected standby conditions unless another LOTO is in effect on that piece of equipment.
14. When partial removal of the LOTO is required for testing purposes, the person or Cast Member requesting the test shall verify all work on that equipment is in a state that can support the test without causing damage to equipment or injury to personal. Once verified the test can be performed safely, all work on that system or equipment stops and all personnel working on the equipment will remove their

## RCES Lockout/Tagout (LOTO) Program

locks from the group lock box of the LOTO. An Authorized Cast Member shall determine what tags are necessary to be removed to safely test the equipment and fill in Sheet 1 indicating what tags are to be removed and the reason for their removal and sign as **Verified and Accepted By**.

15. In the event that a LOTO lock and tag must be removed in the absence of the person that accepted the LOTO, ensure the following are adhered to and documented on the Removal of Lock Form in Appendix 6:
- a. Every means must be used to locate the person
  - b. The Director, or above, has been notified and approved the removal.
  - c. The onsite leader has determined that it is safe to re-energize the affected equipment or machine.
  - d. The onsite leader or a Level 2 Authorized designee shall notify any operators, users, and other affected personnel that the equipment or machine is being re-energized.
  - e. The onsite leader or a Level 2 Authorized designee removes the lock and tag.
  - f. Management shall contact the person and notify them that their lock and tag was removed prior to their next work shift.

### Note 1

The RCES HVAC maintenance department Cast Members, are authorized to use modifications to the above procedure in accordance with Appendix 5.

### Note 2

Prior to commencing work, all Cast Members & others must ensure an active LOTO is in place on a piece of equipment or system. In no way does this remove the responsibility on the person performing work to, sign onto the LOTO, place their personal LOTO Lock & Tag on the Group Lock Box, and verify the equipment or system having work performed on it is in a zero energy state.

# RCES Lockout/Tagout (LOTO) Program

## Appendix 1

### Sheet 1

Reedy Creek Energy Services, Inc

### LOCKOUT / TAGOUT RECORD SHEET

Plant/Area <b>1</b>		LOTO Number <b>2</b>	Group Lock Box Number <b>3</b>	Maximo Number <b>4</b>				
Equipment / System to be tagged <b>5</b>				Written By: <b>7</b>				
Reason for Lock Out Tag Out <b>6</b>				Checked By: <b>8</b>				
Group Leader <b>9</b>	No. Tags Issued <b>10</b>	Date / Time <b>11/</b>	Zero Energy State Verified By: (Mechanical) <b>12</b>		Date / Time <b>13/</b>			
Final Removal Ordered By <b>16</b>		Date / Time <b>17/</b>	Zero Energy State Verified By: (Electrical) <b>14</b>		Date / Time <b>15/</b>			
Date	Time	Tag Numbers Added/Removed	Reason for Change		Verified And Accepted By			
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>		<b>30</b>			
Tag No.	Lock No.	Item Tagged (Execute the following operations in the following order)	Tagged			Released		
			Required Position	Hanger Initials	2nd Check Initials	Removal Position		Date Remove d
<b>1</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
2								
3								
4								

Sheet 1 of the LOTO sheet will be filled out as follows:

1. Plant - CEP, CoGen, CHOT, ECEP, LBV Gate Station, or Building 5700 service lateral as appropriate.
2. **LOTO Number** - Next sequential number from the LOTO Index.
3. Group Lock Box Number – Group Lock Box number assigned to this LOTO
4. Maximo Number – Maximo work order number assigned to this work
5. **Equipment / System to be tagged** – equipment / component that will be LOTO.
6. Reason for LOTO – why is the equipment being LOTO.
7. **Written by** – signature of person that wrote this LOTO.

## RCES Lockout/Tagout (LOTO) Program

8. **Checked by** – signature of person performing the second check of the written boundaries
9. **Group Leader** – Person responsible for this LOTO when initiated
10. **Number of Tags Issued** – how many tags are associated with the original LOTO
11. **Date & Time** – enter date and time the Group Leader authorized the hanging of the LOTO
12. **Zero Energy State (ZEV) Verified by (Mechanical)** – Signature of the Qualified Operator who either verified ZEV or observed ZEV being checked by a qualified technician.
13. **Date & Time** – date and time zero mechanical energy was verified
14. **Zero Energy State Verified by (Electrical)** – Signature of the Qualified Operator who either verified ZEV or observed ZEV being checked by a qualified technician.
15. **Date & Time** – date and time zero electrical energy was verified
16. **Final removal Ordered by** – signature of person authorizing the LOTO to be removed
17. **Date & Time** – date and time the removal order was authorized
18. **Lock No.** – LOTO lock number associated with this LOTO point
19. **Item Tagged** – description of the LOTO point / location
20. **Required position** – list the position the LOTO point is to be in for LOTO
21. **Hanger Initials** – initials of person hanging this LOTO point
22. **2<sup>nd</sup> check Initials** – initials of person checking this LOTO point is LOTO correctly
23. **Removal Position** – position LOTO point is to be in once LOTO is removed
24. **Initials** – initials of person removing and positioning LOTO point
25. **Date Removed** – date this LOTO point was cleared
26. **Date** – date that a LOTO point was added or removed
27. **Time** – time that a LOTO point was added or removed
28. **Tag Numbers Added / Removed** – enter LOTO tag numbers added or removed
29. **Reason for Change** – reason for adding or removing these tags
30. **Verified and Accepted by** – signature of person verifying the LOTO points and accepting them

NOTE: *Locks, Tags and locking devices shall be used to isolate sources of energy within the normal boundaries of the scope of the repair. It is permissible to use tags without locks, in accordance with Reference (1) Chapter 4.0.*

## Appendix 2

### Sheet 2

Reedy Creek Energy Services, Inc										
<b>LOCKOUT / TAGOUT SIGN ON SHEET</b>										
Plant			LOTO Identification Number			Maximo Number				
<b>1</b>			<b>2</b>			<b>3</b>				
Date On	Time On	Dept / Company	Verified And Accepted By			When signing off: Is the work complete?				
<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>							
Date Off	Time Off	Sign OFF				(legibly circle one)	YES	NO	<b>11</b>	
<b>8</b>	<b>9</b>		<b>10</b>							
Date On	Time On	Dept / Company	Verified And Accepted By			When signing off: Is the work complete?				
Date Off	Time Off	Sign OFF				(legibly circle one)	YES	NO		
Date On	Time On	Dept / Company	Verified And Accepted By			When signing off: Is the work complete?				
Date Off	Time Off	Sign OFF				(legibly circle one)	YES	NO		

**Sheet 2** of the LOTO sheet will be filled out as follows:

1. Plant - CEP, CoGen, CHOT, ECEP, LBV Gate Station, or Building 5700 service lateral as appropriate (Same as Sheet 1)
2. **LOTO Identification Number** - Next sequential number from the LOTO Index (Same as Sheet 1)
3. Maximo Number – Maximo work order number assigned to this work (Same as Sheet 1)
4. Date on – date worker starts work under this LOTO
5. Time on – time worker starts work under this LOTO
6. Dept / Company – RCES department or company worker is doing work for
7. Verified and Accepted by - Signature of worker after reviewing the LOTO to verify that it meets the needs of the work to be done and prior to commencing work and hanging lock on Group Lock Box of the person performing work under the LOTO. If requested, the equipment will be recertified for the Authorized person performing the work. This cast member must be Authorized to work under LOTO. An Outside contractor must be qualified under their company LOTO procedure.
8. Date off - date worker stops work under this LOTO
9. Time off - time worker stops work under this LOTO
10. Sign OFF - Signature of worker after each shift or end of job and remove lock from Group Lock Box
11. Work Complete – worker circles whether the work is complete or not when signing off and removing lock from Group Lock Box

## Appendix 3

### Sheet 3

Group Leader Transfer Log									
Plant				LOTO Identification Number			Maximo Number		
	<b>1</b>			<b>2</b>			<b>3</b>		
Accept	<b>4</b>				Release	<b>5</b>			
Date	Time	Name	Signature		Date	Time	Name	Signature	
<b>4a</b>	<b>4b</b>	<b>4c</b>	<b>4d</b>		<b>5a</b>	<b>5b</b>	<b>5c</b>	<b>5d</b>	

**Sheet 3** of the LOTO sheet will be filled out as follows:

1. Plant - CEP, CoGen, CHOT, ECEP, LBV Gate Station, or Building 5700 service lateral as appropriate (Same as Sheet 1)
2. **LOTO Identification Number** - Next sequential number from the LOTO Index (Same as Sheet 1)
3. Maximo Number – Maximo work order number assigned to this work (Same as Sheet 1)
4. Accept:
  - a. Date – date Group Leader signs on as Group Leader for this LOTO
  - b. Time - time Group Leader signs on as Group Leader for this LOTO
  - c. Name – name of Group Leader
  - d. Signature – signature of Group Leader
5. Release:
  - a. Date – date Group Leader signs off as Group Leader for this LOTO
  - b. Time - time Group Leader signs off as Group Leader for this LOTO
  - c. Name – name of Group Leader
  - d. Signature – signature of Group Leader

## Appendix 4

## Removal of Lock Form

<b>EMERGENCY LOCKOUT LOCK REMOVAL</b>				
DATE: _____ TIME: _____ WORK LOCATION & EQUIPMENT ID: _____				
<b>PROCEDURES:</b> <ol style="list-style-type: none"> <li>1. Contact Responsible Person/Supervisor about situation</li> <li>2. Verify Authorized Person is not in building or working on equipment</li> <li>3. Supervisor attempts to contact Level 2 Authorized Cast Member who placed lock on equipment</li> <li>4. Executive is notified and approves removal.</li> <li>5. Work area is cleared and a Level 3 Responsible Person determines it safe to re-energize equipment.</li> <li>6. Cast Members are notified of equipment being re-energized.</li> <li>7. Ensure controls are in Off position</li> <li>8. Remove the lock</li> <li>9. Re-Energize equipment</li> <li>10. Notify Cast Members equipment or machine is ready to use.</li> <li>11. Submit completed form to Safety</li> </ol>				
				
NAME OF AUTHORIZED PERSON ON LOCK: _____				
REASON FOR REMOVAL: _____				
Yes	No	n/a	Checklist	Comments
			Management has been unsuccessful in contacting the Authorized Person to determine if he/she is available to remove the lock or tag?	
			An Executive has been notified and has approved the removal? If yes, provide name in comments.	
			The work area has been checked to ensure that all Cast Members have been safely positioned or removed from the area and a Level 3 Responsible Person has determined it is safe to reenergize affected equipment or machinery?	
			The Level 3 Responsible Person or a Level 2 Authorized designee, has notified any affected Cast Members that the equipment or machine is being re-energized?	
			The Level 3 Responsible Person has removed the lock or tag?	
			Lockout tagout devices have been removed and the machine or equipment has been reenergized?	
			All affected Cast Members have been notified that the servicing or maintenance is completed and the equipment is ready for use? If yes, how?	
			Management has notified the Level 2 Authorized Cast Member whose lock or tag was removed prior to the start of his/her next work shift that the lock or tag was removed and the equipment or machine has been reenergized?	
<b>SUPERVISOR AUTHORIZING REMOVAL:</b>				
PRINT NAME: _____ SIGNATURE: _____				
<b>PERSON PERFORMING LOCK REMOVAL:</b>				
PRINT NAME: _____ SIGNATURE: _____				



## **CFTOD PROJECT SPECIFIC SAFETY PLAN (PSSP) 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

5/13/2025

Central Florida Tourism Oversight District  
North Service Area CEP

Project: ITB: C0062821 Rehabilitation of Cooling Tower #5 & 6# - NSA CEP  
Reference: Harper Limbach Estimate # 2917

## Executive Summary

Harper Limbach is pleased to have the opportunity to submit our proposal for a solution for ITB C0062821, refurbishment of the NSA CEP cooling towers.

Harper recognizes Reedy Creek Energy Services as being the best *in-class* utilities provider for the Central Florida Oversight District. With our decade-long partnership and providing support for RCES critical infrastructures, Harper has developed a thorough understanding of the required safety, design specifications and operational standards which has allowed us to provide the best value and service to the district.

The critical nature of the CEP cooling towers and what they serve is why Harper is putting an exceptional emphasis on factory quality and *speed to market* for this project. We have partnered with the manufacturer SPX Technologies and their Marley Field Engineering and Special Projects Team to bring together our knowledge and expertise.

This will provide extensive engineering, project management and certified installation for *field erected* cooling towers while providing an estimated four-week timeline to complete the demolition and rehabilitation of each tower.

Harper Limbach appreciates this opportunity to partner with the District and bring forth our best solution. If you have any questions or concerns, please do not hesitate to contact us.

### Melissa Mantle

Account Executive  
melissa.mantle@harperlimbach.com  
Cell Phone: 321-493-4834

### Dave Roberts

VP of Sales  
dave.roberts@harerlimbach.com  
Cell Phone: 813-442-2759

## Scope of Services

1. We shall include a design to permit the Mechanical, SOW, permitting and close out documents as required.
2. Design documents will be provided at 60% complete in 2D digital documents for design development review. Within one week of the first review the 90% development drawings will be submitted for review. The final comments will be included one week after final review for a complete set of drawings for CFTOD submission.
3. Engineering and Project Management includes:
  - Cooling Tower Thermal Design
  - General Arrangement Drawings
  - Quality Control per General Contractor Standards
  - Manufacturer Standard Submittals
  - Operations and Maintenance Manuals
  - Procurement Management
  - Start Up Services

## Construction Schedule

We are committed to executing this project in a total duration of 8 weeks (3 weeks per tower with a week of contingency for each). We have priced the necessary overtime to allow for this schedule.

Upon award and Notice to Proceed, a pre-construction meeting will be coordinated with the RCES for submittal approvals and to present a Schedule of Work where the project will be executed in accordance to the RCES General Requirements and Conditions.

Harper Limbach will employ a field project manager and superintendent and to maintain a weekly schedule, variance reporting throughout design, procurement, and construction.

We understand a major key to success is identifying and removing constraints while holding all stakeholders accountable.

A combination of milestone scheduling, interval planning (4-week look ahead) and weekly productivity planning / constraint ID are all key components to schedule accountability.

## Safety

Comply with OSHA and RCES safety standards.  
Safety Plan has been included in this proposal.

## Permitting/ Certifications/ Bond Requirements

Permitting, inspections, and bonds will be obtained from the authority having jurisdiction (AHJ), and/or in accordance with RCES Building Code.

Certifications Include:

- ASME certification
- General Contractor
- Factory Certification for installers

## Warranty and Guarantees and Limitations

- Materials: one (1) year warranty
- Workmanship: eighteen (18) months
- Authorized Factory guarantees:  
The cooling tower offered in this proposal meets the specified thermal performance conditions when tested in accordance with procedures set forth in the Cooling Technology Institute Acceptance Test Code for water cooling towers ATC-105, latest edition. Unless otherwise agreed, performance tests shall be conducted by the owner and at the owner's option and expense. Access to pitot tube taps in piping to tower, via man-lift or scaffolding, shall be supplied by Purchaser. In the event performance test results indicate inability of the cooling tower to meet specified conditions, SPX Cooling Tech, LLC shall make alterations as it deems necessary to overcome indicated deficiency. Should alterations prove to be inadequate, the owner, ~~at SPX Cooling Tech, LLC's option~~, shall be compensated by either (or a combination of both) of the following: (a) Installation of additional cooling tower capacity; (b) A refund of a percentage of the contract price ~~proportional to the deficiency as established.~~ **agreed to by both parties.**
- Quality Control of Erection (limitations)  
Improper erection can diminish the thermal capacity of a tower.  
Therefore, for field-erected products, the authorized installer limits this warranty to towers built under one of the following arrangements:
  - Erection by an SPX Cooling Tech, LLC crew
  - Erection by a non-SPX Cooling Tech, LLC crew following the guidance of an on-site SPX Cooling Tech, LLC adviser
  - Erection by a non-SPX Cooling Tech, LLC crew which is approved by SPX Cooling Tech, LLC. as having pertinent experience and as having demonstrated proficiency
  - Erection by a non-SPX Cooling Tech, LLC crew following the guidance of a non-SPX Cooling Tech, LLC adviser, who has been trained and approved by SPX Cooling Tech, LLC for the project.

## Scope of Work

1. Ensure all installations meet all codes and requirements of the Authority Having Jurisdiction (AHJ), including but not limited to the Epcot Building Code 2024, and NFPA standards. As the Design/Builder, Harper Limbach is responsible for the overall design meeting these codes.
2. Provide all engineering, materials, freight, labor, supervision, and necessary tools/equipment to complete the project as outlined herein.

## Demolition

Cooling Tower #5 (ID SN: 0617)

Detach and demo original 2ft. of tile fill including:

- Fill supports (steel lentils)
- Cellar De's and Supports
- Existing PVC Distr. System and supports
- Cut corroded ladder rungs flush with shell for replacement of new fiberglass ladder.

Cooling Tower #6 (ID SN:1931)

Detach and demo 5.55ft tile fill including

- Fill supports (steel lentils)
- Cellar De's and Supports
- Existing PVC Distr. System and supports
- Cut corroded ladder rungs flush with shell for replacement of new fiberglass ladder.

Plenum Access:

- FRP (fiberglass) ladders install at fan deck to top of fill.
- FRP DE Platforms

## Installation

Fill Install

- New 4X FRP tube fill supports
- Quick bolts to anchor structure
- Fit *Marley* NC-75 film fill, 20 mil
- 24" vertical to 2ea. 20" headers – 8" laterals NS5A Sched. 40 PVC System. and new stainless steel hanging supports
- *Marley* TU-12, 20mil and new stainless-steel supports

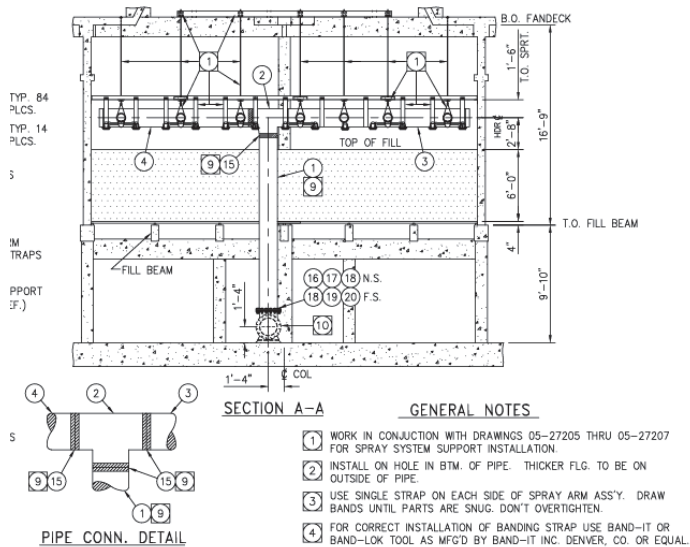
### Mechanical:

- Re-pitch fans
- Test and Balance
- FRP (fiberglass) ladders install at fan deck to top of fill

### NOTE: Cooling Tower Termination Points

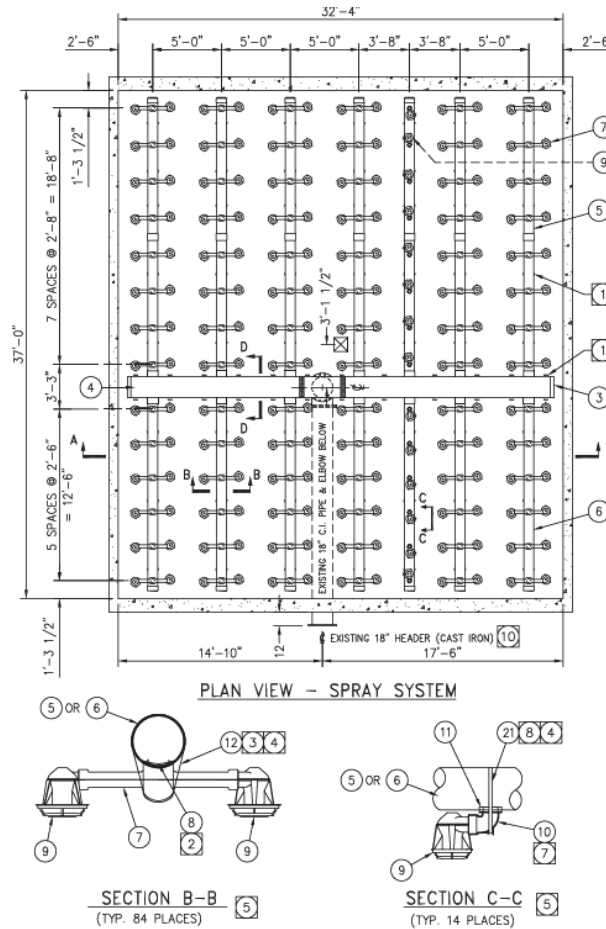
- Inlet flanges
- Motor conduit box power wiring

### Cross-Section \* For reference only These details are not dimension specific to Towers 5&6

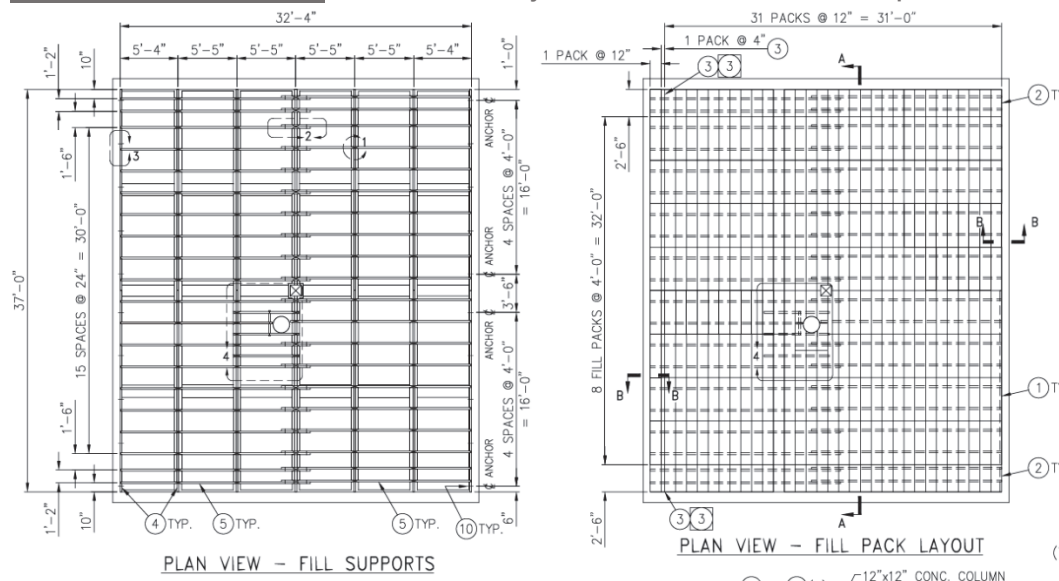




### Distribution System \*For reference only These details are not dimension specific to Towers 5&6



### Fill and DE Installation \* For reference only. These details are not dimension specific to Towers 5&6



**West Florida Branch**  
5102 W. Laurel St., Suite 800  
Tampa, FL 33607

**Central Florida Branch**  
940 Williston Park Point  
Lake Mary, FL 32746

**South Florida Branch**  
2041-A High Ridge Road  
Boynton Beach, FL 33426



### Materials (for installation)

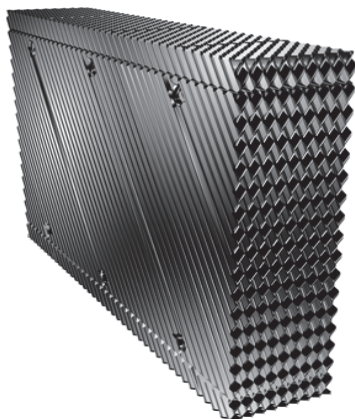
- External piping and supports
- Water treatment / filtration
- Bypass system
- Concrete landings for ladders and stairways
- Cold water basin design and supply
- Electrical wiring, conduit and cable trays
- Tower lighting
- Fire protection system
- Lightning protection system
- Access to pitot tube taps, via man-lift or scaffolding, if thermal performance test is in scope of supply.
- the above list includes any other consumables parts, material required for completion of project.

### Structure Design and Materials Descriptions

#### Fill

MC75 Film Fill – a film fill system designed to maximize the thermal performance of your cooling tower. Crossed corrugations provide the surface area and turbulence to develop efficient heat transfer. The corrugations inherently establish uniform fill sheet spacing at 0.75". MC75 fill is thermoformed from UV inhibited, chemically resistant polyvinyl chloride (PVC).

The flame spread rating is less than 25 per ASTM E-84 and is considered self-extinguishing. The material is extruded and manufactured to rigid specifications before forming.



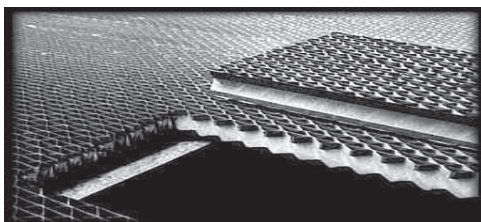
### Distribution System

The entire distribution system is computer-designed to maximize thermal performance and can be optimized to minimize pump head. The design also minimizes the structural interference with water distribution. The SPX system avoids the uneven water distribution and high operating pressures associated with up-spray nozzle systems. All piping is either PVC or fiberglass. Plastic pipe provides low friction loss to reduce pump head requirements. High performance Marley NS nozzles are available with 1" (25.4mm) to 3.5" (88.9mm) orifice sizes. Each system is designed to minimize silt or debris collection. The nozzle outlet is always the lowest elevation in the distribution system. This arrangement is self-draining when the supply water is shut off. There are no special valves to open or close.



### Drift Eliminator

Drift eliminators are of cellular type, Marley XCELplus. The eliminators are thermoformed from 17mil (.017" or 0.43mm) PVC (polyvinyl chloride) material into a configuration providing at least three changes of air direction. Flame spread rating of the material does not exceed 25 per ASTM E-84. It is arranged above the pipes of the water distribution system.



### 3. Coordination and Verification:

- Verify all field conditions and critical dimensions prior to fabrication and installation of materials and components.
- Submit a Work Being Performed (WBP) request for submission to the Owner at least 72 business hours prior to performing any outages and/or shutdowns that will affect other operating systems and/or obtain written approval before proceeding with approved schedule.
- Provide Daily Field Reports to for submission to the Owner's Project Representative within 24 hours of any day work is performed or indicating "No Work" if applicable.

### 4. Performance Testing and Commissioning:

- Perform testing to ensure the proper and safe operation of the newly refurbished cooling towers. \* See below regarding thermal testing option below.
- Harper Limbach should be notified in advance for acceptance of thermal tests
  - The data shall be analyzed using the Performance Curve Method detailed in ATC-105, Part II. The capacity of the cooling tower is expressed as a percentage resulting from a ratio of water flow rates determined by this procedure
  - The cooling tower shall be considered accepted if tests show that the guarantee has been fulfilled or if performance tests are not conducted within 12 months following cooling tower erection.
  - The scope of services supplied to remedy any deficiencies is limited in kind to the service and equipment originally supplied
    - Towers utilizing film fill must be operated at design water flow and heat load for a minimum of 1,000 hours prior to a performance test.
    - Lubricants from the manufacturing process of the PVC film sheet can inhibit the heat transfer capability of the fill and needs operating time to dissipate
    - A 3% test tolerance applies to all thermal tests

### 5. Deliverables:

- a. Provide as-built drawings reflecting the final installation
- b. Provide any additional testing reports or certifications as requested by owner.

## General Conditions

1. Permit, and one year warranty
2. FL Sales Tax Exemption applies.
3. Certifications
4. Full time superintendent and project manager
5. Dumpsters
6. All rigging
7. General cleanup

## Investment

Base Price (includes bond)

Our price to perform the work as described above.....**\$ 1,438,683.00**

Add Alternate #1

Optional Upgrade to 304 Schedule 10 Stainless Steel..... **\$ 405,00.00**

Add Alternate #2

Optional Upgrade to 316 Schedule 10 Stainless Steel..... **\$ 475,00.00**

We appreciate the opportunity to provide our best value-added solution.

Please contact us if you have any questions or concerns.

### ***Melissa Mantle***

Account Executive  
melissa.mantle@harperlimbach.com  
Cell Phone: 321-493-4834

### ***Dave Roberts***

VP of Sales  
dave.roberts@harperlimbach.com  
Cell Phone: 813-442-2759

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.3

Board Meeting Date: 07/25/2025

**Subject:** 69kV Transformer Replacement Program – Theme Park Substation

**Presented By:** Christine Ferraro, Director, Reedy Creek Energy Services

**Department:** Utility Services

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #7.3 establishing the initial budget for the 69kV Transformer Replacement Program – Theme Park Substation project in the amount of \$6,000,000; authorizing the District Administrator to execute a task work order under Continuing Services Agreement Contract #C006661 with QTIB Engineers LLC for professional services in the amount of \$139,130 plus 10% contingency for a total amount of \$153,043; and approving an allowance for RCES design/support services fees not-to-exceed \$50,000

---

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

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**PROOF OF PUBLICATION:** N/A

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### BACKGROUND:

A reliability replacement program for the District's aging 69kV to 12.47kV substation transformer fleet begins in FY26. The first two (2) transformers to be replaced will be transformers "B" and "C" at Theme Park Substation. The transformers were selected for replacements based on on-going annual condition assessments. Typical substation-style transformers are expected to last 45 years depending on service conditions. Both Theme Park Substation's transformers exceed this year's in-service criterion.

Theme Park Substation "B" transformer is an Allis-Chalmers transformer manufactured in 1969 and placed in service in 1970. Theme Park Substation "C" transformer is a McGraw-Edison transformer manufactured in 1979 and placed into service in 1980. The availability of repair parts is limited for both transformers.

In October 2024, the Board authorized a purchase order for two (2) transformers, issued to GE Prolec Waukesha in the amount of \$3,493,186 to provide the owner furnished materials. Additional design and construction costs are added for assembly and filling of the transformer, removing, and disposing of the existing transformers, verifying the transformer foundation design, designing permanent oil containment, integrating transformer controls with the existing system, and connecting the high voltage and medium voltage bushings to existing equipment. The scope also includes bringing the transformer controls and monitoring capabilities into compliance with today's standards.

### FINDINGS AND CONCLUSIONS:

The Utilities Division is requesting approval to establish the initial budget for the 69kV Transformer Replacement Program – Theme Park Substation project in the amount of \$6,000,000, and authorization for the District Administrator to execute a task work order under Continuing Services Agreement Contract #C006661 with QTIB Engineers LLC for professional services in the amount of \$139,130 plus 10% contingency for a total amount of \$153,043, and approve an allowance for RCES design/support services fees not-to-exceed \$50,000.

### FISCAL IMPACT:

Funding will be from CFTOD Series 2021-1 Utility Revenue Bonds (Non-Taxable).

**PROCUREMENT REVIEW:**

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

**LEGAL REVIEW:**

This agenda item will be reviewed by the District's General Counsel.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- Contract #C006661

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## TASK WORK ORDER



CONTRACT# C006661

DS  
1/1

WORK ORDER NUMBER #001

EFFECTIVE DATE: 6/6/2025

Contracting Officer  
Approval/Initials

**Project Title and Scope Summary:**  
**Power Flow Study for Victory Way Substation - Verify the existing substation model, add new attraction loads, and perform contingency analysis to determine the need for an additional transformer and feeder capacity.**

To: QTIB Engineers

Attn: Quang Bui, MSEE, MBA

FUNDING SOURCE\_

Routine - Electrical

EXPENDITURE  
ACCOUNT NUMBER(s):

R-343-101-5307012

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 exceed: **\$68,674**

Approved By:	<small>DocuSigned by:</small> <i>Brad Burchett</i> <small>46401C81E14244E...</small> RCES Department Senior Manager	Date:	6/6/2025
Approved By:	<small>DocuSigned by:</small> <i>Anthony L. Kasper</i> <small>44FBCF99EBA0452...</small> RCES Engineering & Programs Manager	Date:	6/6/2025
Approved By:	<small>DocuSigned by:</small> <i>Chris Ferraro</i> <small>F897F9B3A09F4CA...</small> RCES Director or Designee	Date:	6/9/2025

Submit completed form to Contracting Officer

May 23, 2025

SENT VIA E-MAIL

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

Re: Proposal for Professional Services for "Power Flow Study for Victory Way Substation"

Based on our recent discussions and correspondence, this study will be completed on a Work Authorization under our Master Services Agreement No. C006661. We are pleased to provide this updated proposal for the following scope, clarifications, & pricing:

### **Project Purpose**

To verify the existing substation model, add new attraction loads, and perform contingency analysis to determine the need for an additional transformer and feeder capacity.

### **Description of Project**

The project will consist of the following tasks:

- Task 100 Preliminary Engineering: **See Scope below**
- Task 200 Construction Documents: **None Anticipated**
- Task 300 Surveying: **None Anticipated**
- Task 400 Geotechnical Investigation and Groundwater Sampling and Testing: **None Anticipated**
- Task 500 Ecological Investigation: **None Anticipated**
- Task 600 Stakeholder Outreach: **None Anticipated**
- Task 700 Bidding Assistance: **None Anticipated**
- Task 800 Construction Administration Services: **None Anticipated**

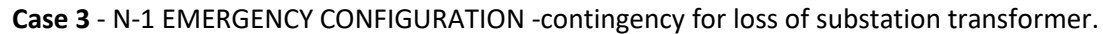
### **Scope of Work**

#### **Case 1 - Current substation model in ETAP – NORMAL CONFIGURATION:**

- Verify current substation model. RCES will provide all data input for transmission via FRCC PSSE model, substation transformer nameplate data, 15kV substation switchgear nameplate data, 69kV breaker data, etc. RCES will provide existing feeder load to be modeled as a lump sum load on each 12.47kV bus.
- Add new attraction load and model four new 12.47kV 1000MCM Al feeders to attraction. Attraction transformers data, cable lengths and specification, S&C Vista Switch specification (to provide protection to each attraction transformer), S&C PME switch specifications (to allow switching of attraction load). Model according to conceptual oneline diagram below.
- Run load case with 1 lift and 1 launch occurring simultaneously on each Victory Way Bus A&B. Determine if thermal capacity of substation transformer is adequate in normal configuration.

**Case 2 – NORMAL CONFIGURATION VOLTAGE DROP** Run normal case to determine voltage drop during simultaneous lift and launch operations. Determine the level of VAR support (static or statcom) needed to maintain <5% voltage drop. Determine the level of VAR support (static or statcom) needed to maintain





**Study Requirements:**

- Each case should consider load flow, short circuit, voltage sag, and motor starting impacts on the 690V load and 12.47kV system for Victory Way 12.47kV bus A, B, and C.
- Arc Flash is included as an option per study case.

**Progress Meetings:**

- A progress meeting is included to support the development of the initial study cases.
- Follow-up meetings are included to support the optional study cases and any other findings that may redirect the study work.

**Reports:**

- Preliminary (90% review) and final (100% issue) reports should be included.
- The final report should include:
  - Introduction and executive summary
  - Summary explanation for each study case and results (study assumptions and methodology, study scenarios, study results and discussion, etc.)

- Mitigation recommendations (viable solutions) and final recommendations
- An appendix showing the simulation results

**Deliverables:**

- ETAP files in native ETAP format
- Preliminary and final reports in Word format
- Final report in PDF format

**QUALITY ASSURANCE PLAN**

CONSULTANT shall be responsible for the professional quality of all deliverables. CONSULTANT has an internal Quality Assurance Plan that provides review of all deliverables and significant calculations by another qualified professional that was not responsible for preparing the deliverable or calculation. The CONSULTANT Project Manager will certify that each deliverable has had the appropriate internal Quality Assurance review performed prior to submittal to RCES.

**Execution Plan and Schedule:**

The project will be executed by Ivan Rodriguez and Quang Bui, with quality assurance and quality control conducted by Satya Mallur, and managed by Ben Rodts (Sr. Project Manager).

**Kickoff Meeting (Case 1-3):**

- **Date:** 06/16/25
- **Duration:** 1 day
- **Objective:** Discuss project scope, objectives, and deliverables with stakeholders.

**Collecting Data and Building Existing Model with the New Attraction Load to ETAP:**

- **Start Date:** 06/17/25
- **End Date:** 06/23/25
- **Duration:** 5 days
- **Objective:** Collect data and build the existing model with the new attraction load in ETAP.

**Short Circuit Duty Impact Analysis (Case 1-3):**

- **Start Date:** 06/24/25
- **End Date:** 07/02/25
- **Duration:** 7 days
- **Objective:** Evaluate short circuit duty impacts on the 12.47kV system and downstream equipment.

**Power Flow Study (Case 1-3):**

- **Start Date:** 07/02/25
- **End Date:** 07/18/25
- **Duration:** 12 days
- **Objective:** Analyze power flow including voltage sag for cases 1 to 3 and motor starting.

**Draft Report Preparation (90% Package):**

- **Start Date:** 07/21/25
- **End Date:** 07/25/25
- **Duration:** 5 days
- **Objective:** Compile findings and recommendations into a draft report.

**Internal Review and Revisions (90% Package):**

- **Start Date:** 07/28/25

- **End Date:** 07/30/25
- **Duration:** 3 days
- **Objective:** Review and revise the draft report internally.

**Submit Draft Report to RCES/CFTOD for Review (90% Package):**

- **Date:** 07/31/25
- **Duration:** 1 day
- **Objective:** Submit the draft report to RCES/CFTOD for review.

**Client Review and Feedback (90% Package):**

- **Start Date:** 07/01/25
- **End Date:** 08/08/25
- **Duration:** 6 days
- **Objective:** Receive and incorporate feedback from the client.

**Final Report Preparation:**

- **Start Date:** 08/11/25
- **End Date:** 08/13/25
- **Duration:** 3 days
- **Objective:** Prepare the final report based on client feedback.

**Submit Final Report:**

- **Date:** 08/14/25
- **Duration:** 1 day
- **Objective:** Submit the final report to RCES/CFTOD.

**Project Fee**

This project will be executed under GSA C006661 in T&M (not to exceed) value: \$68,674 to perform study for cases 1 to 3.

**Cases 1-3**

Task Descriptions	Hours	Fee at \$204/hr for Principal Engineer and Sr. Project Manager.
Data Collection	10	\$2,040
Engineering:  Modeling: 4 days  Short Circuit Evaluation: 4 days  Power Flow Study: 9 days  Draft Report: 5 days  Address comments from QA and Clients: 2 days	208	\$42,432

Finalizing Report (Sign and Seal): 2 days		
QA/QC	80	\$16,320
Site Visit (One site visit) + Expenses (\$130)	16	\$3,394
Coordination/Meetings	16	\$3,264
Project Management	6	\$1,224
<b>Total</b>	<b>336</b>	<b>\$68,674</b>

### Optional Pricing

<b>Task Descriptions</b>	<b>Hours</b>	<b>Fee at \$204/hr for Principal Engineer and Sr. Project Manager.</b>
Arc Flash Study Case 1	75	\$15,300
Arc Flash Study Case 2	75	\$15,300
Arc Flash Study Case 3	75	\$15,300

### Clarifications and Assumptions

- System data and equipment data shall be provided by RCES/CFTOD for modeling/evaluation and will be available within three days after the kickoff meeting.
- The 690 V secondary side loads in the conceptual one line will be modeled as static loads. Each motor load will have two static load models; one for motor normal load and one for motor starting load.
- Harmonic and transient stability analysis will not be performed.
- Modeling will be done in ETAP.
- Arc Flash study will be performed at the 690 V attraction transformers.

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# **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

## **BOARD OF SUPERVISORS REPORT 7.4**

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**Board Meeting Date: 7/25/2025**

Subject: Proposed Budget and Millage Rate Presentation for Fiscal Year 2026

Presented By: Susan Higginbotham

Department: Finance

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**STAFF RECOMMENDATION:** Request approval for the District Administrator to set the Proposed Millage Rate for Fiscal Year 2026.

**RELEVANT STRATEGIC GOALS:** N/A

**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** Request approval from the Board of Supervisors for the District Administrator to set the Proposed Millage Rate for the General Fund and the Debt Service Fund for Fiscal Year 2026 by certifying the Proposed Millage Rate to the Orange and Osceola County Property Appraisers.

The Proposed Millage Rate is reported to the Orange and Osceola County Property Appraisers by August 1, 2025. The Proposed Millage Rate is then presented to the taxpayers on the Notice of Proposed Property Taxes TRIM (Truth in Millage) notice mailed by August 24, 2025. Once the Proposed Millage Rate is set, it is considered the maximum and cannot be raised easily.

The District continues to refine the Budget and the Budget workshop is scheduled for the Board Meeting on August 22, 2025. Tentative and Final Budget Hearings are scheduled for September 12, 2025, and September 26, 2025 in the evening and will complete the millage and budget process.

**FINDINGS AND CONCLUSIONS:** The District will set the Proposed Millage Rate upon Board approval.

**FISCAL IMPACT:** The Proposed Millage Rate is used to establish the Fiscal Year 2026 Budget. Budget details will be presented at the Budget Workshop meeting and approvals will be brought forward for the Board at both September Budget Hearings.

**PROCUREMENT REVIEW:** N/A

**ALTERNATIVE:** N/A

**SUPPORT MATERIALS:** Proposed Budget and Millage Fiscal Year 2026 Power point.