



AGENDA

August 22, 2025
10:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
August 22, 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** July 25, 2025 Meeting Minutes
 - 5.2** Approve the District Administrator to execute a non-exclusive temporary easement with permanent easement with Cellco Partnership, d/b/a Verizon Wireless for underground communication lines and underground facilities
 - 5.3** Approve authorizing the District Administrator to execute Contract #C006907 with Miller Clark, LLC for professional design services for the Shades of Green monument sign in the amount of \$16,625, plus 10% contingency for a total amount of \$18,288
- 6. REPORTS**
 - 6.1** Management Report
- 7. GENERAL BUSINESS**
 - 7.1** Approve authorizing the District Administrator to execute the Fourth Amendment to the Labor Services Agreement with an Operational Services Fee of \$39,497,281 and an Operational Services Fee Cap of \$40,997,281
 - 7.2** Approve increasing the budget for the Live Front to Dead Front Switch Replacement - Phase 3 project from \$2,200,000 to \$3,600,000; authorizing the District Administrator to execute Contract #C006826 with The Fishel Company for construction services in the amount of \$1,793,147 plus 10% contingency for a total amount of \$1,972,461; approving an allowance of \$1,000,000 for the

procurement of owner furnished materials; and approving an additional allowance not-to-exceed \$250,000 for RCES construction phase design/support services fees

- 7.3** Approve authorizing the District Administrator to execute a change order to Contract #C006110 with Southland Construction, Inc. for construction services in the amount of \$2,256,676 plus 10% contingency for a total amount of \$2,482,344; authorizing the District Administrator to execute a change order to Contract #C006106 with Consor Engineers, LLC for construction and engineering inspection services in the amount of \$174,653 plus 10% contingency for a total amount of \$192,118,10; and approving an allowance for RCES design/support services fees not-to-exceed \$62,000
- 7.4** Approve the purchase of two Freightliner Road Rescue UltraMedic medium duty ambulances from Matheny Motor Truck Co. Inc. and authorize the District Administrator to execute the purchase documents in the amount of \$948,804
- 7.5** Budget Workshop – Utilities FY26
- 7.6** Budget Workshop – General Fund and Debt Service Fund

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), 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

August 22, 2025

On Friday, August 22, 2025, the Central Florida Tourism Oversight District Board of Supervisors met in regular session at the Administration Office of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. The meeting was posted in accordance with Florida Statutes, and a quorum was present.

Board of Supervisors Present:

Chair Alexis Yarbrough
Supervisor Brian Aungst Jr.
Supervisor John Gilbert
Supervisor Scott Workman

Board of Supervisors Absent:

Supervisor Bridget Ziegler

CFTOD Staff:

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
Chief Information Officer Yenni Hernandez
Assistant Chief – Operations Roger Smith
Director of Energy Services Chris Ferraro
Planning & Engineering Manager Katherine Luetzow
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

1. Call to Order

Chair Yarbrough of the Central Florida Tourism Oversight District Board of Supervisors called the regular meeting at 10:30 a.m. at the Administration Office of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

2. Opening Invocation

An opening Invocation by Fire Chaplain Billy Dover

3. Pledge of Allegiance

Pledge of Allegiance was led by Chief Eric Ferrari

4. PUBLIC COMMENT

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

5. CONSENT AGENDA

Confirming there were no objections, Chair pulled Item 5.4 authorizing the District Administrator to execute an amendment to the WMCA easement, from the Consent Agenda for consideration at a future meeting.

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

6. REPORTS

6.1 Informative Report – Semi-Annual Easement Report

Planning & Engineering Manager Katherine Luetzow gave a brief summary explaining the report, which included a listing of temporary easements in which the District was the Grantor, executed by the District Administrator from January 1, 2025, to June 30, 2025.

6.2 Management Report

The District Administrator acknowledged Katherine and the Planning & Engineering team for doing such a great job implementing the new rules for the MS4 Permit that the Florida Department of Environmental Protection will now share this plan created by Katherine and her team with the entire state of Florida.

The District's construction team, Craig Sandt construction manager, as well as Chris Ferraro, Energy Services Director and her team, received acknowledgements for great service to the District and its taxpayers.

District Administrator closed with thanking the Board for their leadership and dedicated service to the District.

7. GENERAL BUSINESS

7.1 Purchase of one Monarch heavy rescue fire apparatus from Sutphen Corporation in the amount of \$1,837,645

Fire Chief Eric Ferrari presented information on Item 7.1 and recommended Board approval to purchase one Monarch heavy rescue fire apparatus replacing 2006 Apparatus from Sutphen Corporation.

Chair Yarbrough made a statement of how impressed she was with the functionalities of this truck and the complexities of the equipment it carries. There was no other Board discussion. Upon motion by Supervisor Aungst, seconded by Supervisor Workman, the Board unanimously approved Item 7.1.

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 - 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

Energy Services Director, Chris Ferraro presented information on Item 7.2 and recommended Board approval of contract #C006821 with Harper Limbach LLC for the rehabilitation of Cooling Tower #5 & #6 project at the Central Energy Plant.

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

7.3 Establishing the initial budget for the 69kV Transformer Replacement Program – Theme Park Substation project in the amount of \$6,000,000 - 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

Energy Services Director, Chris Ferraro presented information on Item 7.3 and recommended Board approval of contract #C006661 with QTIB Engineers LLC for professional services; and approval of allowance for RCES design/support services.

There was no Board discussion. Upon motion by Supervisor Aungst, seconded by Supervisor Workman, the Board unanimously approved Item 7.3.

7.4 Proposed Budget & Millage Presentation FY26

Director of Finance Susan Higginbotham explained this is the first of four meetings discussing the budget. August's meeting will include a budget workshop as well as a budget presentation from utilities.

Susan presented information and background on item 7.4, recommending Board approval for a proposed millage rate of 12.4236.

Upon Chair Yarbough's request, the District Administrator gave a short explanation as to the relationship between the proposed millage rate and the anticipated taxes to be collected. There were no further questions or discussion. Upon motion by Supervisor Aungst, seconded by Supervisor Gilbert, the Board unanimously approved Item 7.4.

8. OTHER BUSINESS

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

9. ADJOURN

There being no further business to come before the board, the Chair adjourned the meeting at 10:59 a.m.

ATTESTED THIS 22nd day of August

Alycia M Mills, District Clerk
Central Florida Tourism Oversight District

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 5.2

Board Meeting Date: 8/22/2025

Subject: Non-Exclusive Temporary Easement w/Permanent Easement – Cellco Partnership, d/b/a Verizon Wireless

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #5.2** authorizing the District Administrator to execute a non-exclusive temporary easement with permanent easement with Cellco Partnership, d/b/a Verizon Wireless for underground communication lines and underground facilities

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: Cellco Partnership, d/b/a Verizon Wireless is requesting permission to construct and install underground communication lines and appurtenant underground facilities within the portion of District property located on the West side of Hartzog Road, North of Whittenhorse Creek. This installation will be connected to the existing infrastructure of Summit Broadband, Incorporated 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 Cellco Partnership, d/b/a Verizon Wireless' 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 **CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS**, a Delaware general partnership, whose mailing address is 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate (“**Grantee**”).

W I T N E S S E T H:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Easement Area**”), for the purpose of: (i) constructing and installing underground communication lines (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 Work 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 Work 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 shall, and shall require all contractors and subcontractors to obtain and maintain substantially the same insurance (including limits) as required of Grantee (at its own cost and expense), the following insurance:

a) Commercial general liability insurance with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage and Five Million Dollars (\$5,000,000) general aggregate including broad form contractual coverage; to protect Grantee from claims for bodily injury and property damage which may arise from the performance of Grantee hereunder or from any act or omission of Grantee and Grantee's agents or contractors and their agents, subcontractors, and employees, and commercial automobile liability insurance in the amount of Five Million Dollars (\$5,000,000.00) combined single limit for each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles covering claims or incidents arising out of or resulting from Grantee's operations under this Agreement which insurance shall include Grantor as an additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance in compliance with the statutory requirements of the state(s) of Florida (and employer's liability insurance) with limits of One Million Dollars (\$1,000,000.00) each accident/disease/policy limit.

All such insurance required herein shall be with companies licensed, authorized, or permitted 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, and be primary and non-contributory. Upon receipt of notice from its insurer(s) Grantee shall provide Grantor thirty (30) days prior written notice of cancellation of any required coverage. Upon Grantor's written request, certificates of insurance, together with copies of the blanket additional 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

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:	Cellco Partnership, d/b/a Verizon Wireless, 180 Washington Valley Road Bedminster, New Jersey 07921 Attn: Chief Counsel – Legal Department

With a copy to:	Basking Ridge Mail Hub One Verizon Way Basking Ridge, New Jersey 07920 Attn: Legal Intake

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)

S. C. Kopelousos, District Administrator

(Print Name)

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:

CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS,
a Delaware general partnership

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of **CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS**, a Delaware general partnership, on behalf of the company. He/She 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 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:

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

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 **CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS**, a Delaware general partnership, whose mailing address is 180 Washington Valley Road, Bedminster, New Jersey 07921 ("**Grantee**").

W I T N E S S E T H:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) _____ (the "_____"); 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.

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 _____ with facilities in the same location and of the same type, size, number and capacity shall not 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 Grantor, 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:	Cellco Partnership, d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attn: Network Real Estate

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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Permanent 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:

CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS,
a Delaware general partnership

(Signature)

(Print Name)

(Address)

(Signature)

(Print Name)

(Address)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____ of **CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS**, a Delaware general partnership, on behalf of the company. He/She 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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 5.3

Board Meeting Date: 08/22/2025

Subject: World Drive North Phase III – Shades of Green Sign Design

Presented By: Craig Sandt, Manager, Construction

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #5.3** authorizing the District Administrator to execute Contract #C006907 with Miller Clark, LLC for professional design services for the Shades of Green monument sign in the amount of \$16,625, plus 10% contingency for a total amount of \$18,288

DISTRICT’S RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

The World Drive North – Phase 3 project expands the right-of-way along its project corridor to create a new four-lane roadway. Due to the widening, the District required taking additional right-of-way at the entrance of the Shades of Green Resort. The Shades of Green Resort monument sign located within the expanded right-of-way was demolished to accommodate the new roadway construction.

FINDINGS AND CONCLUSIONS:

The District has initiated discussions with Miller Clark LLC, a design consultant, to develop conceptual and design intent drawings for relocating and replacing the Shades of Green monument sign which was demolished for the new roadway construction.

Staff recommends authorizing Contract #C006907 with Miller Clark, LLC for professional services in the amount of \$16,625, plus 10% contingency for a total amount of \$18,288.

FISCAL IMPACT:

There will be no change in the overall budget for the World Drive North Phase III project. Funding for this request is provided through the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

The contract will be approved for form and legality by the District’s General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Contract

SHADES OF GREEN SIGN DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") shall be effective commencing August 22, 2025, between **Central Florida Tourism Oversight District** (herein referred to as the "Owner," "District" or "CFTOD"), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Miller Clark Design, LLC** (herein referred to as the "Consultant"), whose mailing address is 2425 Buckhorn Manor Drive, Valrico, Florida 33594.

W I T N E S S E T H:

WHEREAS, Central Florida Tourism Oversight District requested a proposal from consultant for the replacement of the Shades of Green marquee sign for design continuity as they designed the original sign;

WHEREAS, Owner desires to commission the services the consultant to perform the development of conceptual and design intent drawings for the replacement of the Shades of Green Resort Marquee Sign as detailed in **Exhibit A – Consultant Proposal**, and Consultant desires to be so commissioned.

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

1. SCOPE OF SERVICES.

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

2. COMPENSATION.

- A. Owner shall pay Consultant an amount Not-to-Exceed **SIXTEEN THOUSAND, SIX HUNDRED TWENTY-FIVE AND ZERO ONE-HUNDREDTHS DOLLARS \$16,625.00** for performance of the Services based upon the rates set forth in **Exhibit A** attached hereto and incorporated herein by this reference. Reimbursable expenses shall be compensated in accordance with the terms and conditions of **Exhibit C** and shall not exceed **\$0.00**.
- B. Should Consultant's actual cost of completing the Services equal the NTE, Owner shall pay Consultant the entire NTE set forth above. However, should the actual cost of completing the Services be greater than the NTE, Consultant shall bear the entire responsibility for that amount in excess of the NTE that is necessary to complete the Services. The NTE shall be proportionally adjusted to reflect any changes in the scope of Services as set forth in a Change Order, and the Schedule shall be equitably adjusted by way of said Change Order to the extent impacted thereby. Consultant shall not be entitled to compensation for additional Services unless Consultant has obtained prior written authorization in a Change Order to perform such additional Services.
- C. Progress payments shall be made monthly based upon the actual cost incurred to date for Services accepted by Owner, less the sum of previous payments. Consultant shall invoice Owner on the

first day of each month and Owner shall pay each such approved invoice (or uncontested portion thereof) within thirty (30) days after receipt of invoice. Invoices shall refer to this Agreement by the Agreement Number indicated at the top right-hand corner of the first page hereof, shall display the NTE and shall include complete documentation for all labor charges. Authorized reimbursable expenses shall be indicated and shall be invoiced at their actual cost without markup, together with original receipts or other documentation to substantiate expenditures. All invoices shall be addressed to:

Central Florida Tourism Oversight District

Attention: Accounts Payable

P.O. Box 690519

Orlando, Florida 32869

All invoices shall be sent to ap@oversightdistrict.org

- D. Return of Funds. Consultant will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Consultant. The Consultant must return any overpayment within forty (40) calendar days after either discovery by the Consultant, its independent auditor, or notification by the Owner of the overpayment.
3. **CONFIDENTIALITY OF MATERIAL.** Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to the Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
4. **PROMOTION.** Consultant shall acquire no right under this Agreement to use, and shall not use, the name of Owner, or the name of the Owner's Representative or its parent, related, affiliated or subsidiary companies or any of their fanciful marks or copyrighted characters or designs:
- A. in any of Consultant's advertising, publicity, or promotion including, but not limited to, the Internet; nor
 - B. in any in-house publication; nor
 - C. to express or imply any endorsement by Owner of Consultant's Services or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited).

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

5. **DELIVERABLES.** "Deliverables" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Owner in accordance with the requirements of this Agreement. The Agreement Number, specification number, item number, and any other required identification must appear on all Deliverables submitted to Owner. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all

requirements hereof. Owner's review, approval, action or inaction taken on the Deliverables is for Owner's convenience and/or to express Owner's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.

6. INSURANCE AND INDEMNIFICATION.

- A. The Consultant shall at its expense procure and maintain during the life of this Contract (and shall require the same from its Subconsultants, Subcontractors, and Sub-subconsultants) the following types and minimum amounts of insurance:
- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence. This coverage must be maintained for two (2) years after contract expiration;
 - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
 - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
 - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;
 - v. If Consultant is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Consultant will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
 - vi. If Consultant is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Consultant will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
 - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
 - viii. If Consultant is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
 - ix. If Consultant is providing information technology software or services, then Consultant must also carry Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- x. Consultant is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Consultant holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at vendors@oversightdistrict.org.
- C. CANCELLATION. All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Consultant, who agrees to promptly relay any such notice received to Owner.
- D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- E. WAIVERS. The Consultant hereby waives, and will require its Subconsultants, Subcontractors, and Sub-subconsultants to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- F. CLAIMS. The Consultant and its Subconsultants, Subcontractors, and Sub-subconsultants shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Consultant, its Subconsultants, Subcontractors, and Sub-subconsultants in all litigated claims and demands which arise out of said operations and which the said insurance carrier
- G. INDEMNIFICATION. The Consultant shall indemnify District and its appointed board supervisors, officers, employees, and volunteers against, and hold District and its appointed board supervisors, officers, employees and volunteers harmless from damages, claims, losses, costs, and expenses, including attorneys' fees, which District or its appointed board supervisors, officers, employees or volunteers may sustain, or which may be asserted against District or its appointed board supervisors, officers, employees or volunteers, arising out of negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by Florida Statute, §725.08, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Florida Statute, §725.08(4) including, without limitation, harm or personal injury to third persons. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.
- 7. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement operates as a waiver of District's sovereign immunity or any rights or limits of liability existing under Florida law. District's indemnity obligations herein are limited to the financial limitations provided in F.S. Section 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract or any other theory of law and shall not extend to any loss, cost, damage, claim or expense resulting from the acts or negligence of the Consultant. These terms shall survive the termination of this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by statute of limitations.
- 8. **ASSIGNMENT AND AGENCY.** This Agreement is for the personal services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.

9. **DETERMINATION OF DISPUTES AND CHOICE OF LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any dispute, difference, claim or counterclaim between Owner and Consultant arising out of or in connection with this Agreement which cannot be resolved by the parties shall be submitted to the Circuit Court in and for Orange County, Florida (or if the Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida in accordance with the applicable rules of civil procedure and state law, and they expressly waive the right to jury trial.
10. **TERMINATION FOR CONVENIENCE AND SUSPENSION.**
- A. Anything herein to the contrary notwithstanding, Owner may, for convenience, terminate this Agreement upon seven (7) days prior written notice to Consultant. In the event of such termination, Owner's sole obligation and liability to Consultant, if any, shall be to pay Consultant that portion of the NTE earned by Consultant for the performance of the Services, plus any authorized reimbursable expenses, incurred to date of termination. Under no circumstances shall Owner be liable for any lost profits, lost revenue, or any other losses of any kind whatsoever associated with any Services not performed.
 - B. Upon delivery to Consultant of a written Notice to Suspend Services, Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by Owner in said Notice. Consultant shall take reasonable steps to preserve any Deliverables or Services in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be entitled to an equitable adjustment to the Schedule only. In no event shall any suspension of Services exceed one (1) year in duration.
11. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Consultant for Owner and contains all the covenants and agreements between the parties with respect to the rendering of Services. Each party to this Agreement expressly acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement, course of dealing, usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification of this Agreement will be effective only if it is in writing and signed by both parties. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
12. **PARTIAL INVALIDITY AND CAPTIONS.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. The captions contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.
13. **THE OWNER'S DESIGNATED REPRESENTATIVE.**
- A. **Craig Sandt** shall act as the Owner's designated representative (herein referred to as the "Owner's Designated Representative"); provided, however, that the Owner may, without liability to the Consultant, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Consultant in writing, at which time the person or organization so designated shall be the Owner's Designated Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Consultant is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given

to, the Owner's Designated Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Designated Representative) shall be solely obligated to the Consultant for all sums required to be paid by the Owner to the Consultant hereunder.

- B. Nothing contained in this Agreement shall create any contractual relationship between the Consultant and the Owner's Designated Representative.

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

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

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

15. **NON-FUNDING.** In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Consultant without penalty to Owner. Owner shall be the final authority as to the availability of the funding.
16. **SCRUTINIZED COMPANIES.** By executing this Agreement, the Consultant certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.
- A. Specifically, by executing this Agreement, the Consultant certifies that it is not: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

- B. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Consultant certifies that it is not:
 - i. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473 Florida Statutes; and/or
 - ii. Engaged in business operations in Cuba or Syria.
 - C. The Owner reserves the right to terminate the Agreement immediately should the Consultant be found to:
 - i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
 - ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes subsequent to entering into this Agreement with the Owner.
 - D. If this Agreement is terminated by the Owner as provided in paragraph C above, the Owner reserves the right to pursue any and all legal remedies against the Consultant, including, but not limited to the remedies described in Section 287.135, Florida Statutes.
 - E. If this Agreement is terminated by the Owner as provided in paragraph above, the Consultant shall be paid only for the work completed as of the date of the Owner's termination.
 - F. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.
17. **E-VERIFY COMPLIANCE.** The Consultant and its subconsultants and subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Consultant agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Consultant has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subconsultant or subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subconsultant or subcontractor. The Consultant shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Consultant's failure to comply with E-Verify requirements referenced herein.
18. **CONTRACT DOCUMENTS.**
- A. The Contract Documents which comprise the entire understanding between the Owner and Consultant shall only include this Agreement and those documents listed in this section as Exhibits to the Agreement. Each Exhibit is incorporated herein by reference for all purposes.
 - Exhibit A: Consultant Proposal (A-1 through A-2)
 - Exhibit B: Schedule (B-1)
 - Exhibit C: Reimbursable Expense Guidelines (C-1 through C-2)
 - B. If there is a conflict between the terms of this Agreement and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Exhibits.



Contract No. **C006907**

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

OWNER
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONSULTANT
MILLER CLARK DESIGN, LLC

Signature: _____
As authorized by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: August 22, 2025

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A - Consultant Proposal



Project Summary

Project Comprehension / Strategy

To partner and collaborate with the CFTOD Construction Management team in the development of Concepts and Design Intent drawings for the replacement of the marquee sign for the client Shades of Green.

Scope of Work:

Develop Conceptual and Design Intent drawings for the the Main ID sign to be located at the entrance of the Shades of Green Resort. It is understood that the client would like utilize the existing resort logo, and revisit the stone behind the marquee like the drawings viewed during the site walk. It is also understood the there is a desire to entertain a more contemporary approach for the marquee design, as well as exploring placement of the logo colors for better legibility.

Conceptual development of the new sign will include 3 concept elevations (in color) of the sign for review and comment. Comments will be incorporated into a revised concept design(s) for final approval. Once a final concept is selected and approved, the design of the selected concept will then be further developed into detailed Design Intent drawings.

The Design Intent drawings will include a location plan, color elevations and side views, general details and sections (as required), color callouts, dimensions and general construction material information needed for a qualified signage fabricator/vendor to provide a cost to produce the approved signage designs. All engineering, structural, and electrical requirements to be provided by others (sign fabricators). Construction/Shop Drawings, signed and sealed to be provided by sign vendor awarded the bid to construct.

Vendor and Field Support includes design direction and guidance for the vendor answering questions via phone, email, or conference call, and includes 2 shops visits to review the sign while under fabrication. Field support will occur during installation of the sign for art direction in positioning of the sign as needed.

Asset Ownership:

All designs produced by Miller Clark Design, LLC in association to the aforementioned project and associated scope items will be owned by the client. Any and all resource assets to be used in the design of the aforementioned project including logos, image files, typefaces, fonts, stock images and photography which require purchase for usage and include licensing rights granted for their use are the responsibility of the client and will be owned by the client in their entirety as part of the project. Client purchased resource assets allow the client to make revisions or additions to the designs after turnover of final designs and facility opening without repercussions from licensor of aforementioned licensed asset items.

All fonts and typefaces owned and licensed to Miller Clark Design, LLC used in the design process of and in the aforementioned project are solely owned by Miller Clark Design, LLC in licensing agreement with their respective foundries. No fonts, typefaces, type families, font packages or the like will be transferrable to the client for any reason, for the protection of Miller Clark Design, LLC and it's client(s) against unlawful violation(s) of the licensing agreements set forth by

Exhibit A - Consultant Proposal



cont.

the type foundry or type designer from which they have been granted. All resource assets including images, photos, logos, etc. used in the design process for the aforementioned project shall be shown as 'placement only' unless otherwise noted on the design drawing or a resource asset(s) purchased by the client for use with the project. The client grants Miller Clark Design, LLC permission with use of the asset(s) in the design of the project for the client while maintaining ownership of the licensed asset(s).

Deliverables:

Drawings will be produced in color in 11" x 17" page format with project title block and description. Final turnover to client to be digital files of all designs in vector format created in Adobe® Illustrator and/or Photoshop CC raster images, outlined form (converted to paths) and/or flattened images, and in .PFD format (Adobe® Portable Document Format) transferred or sent via FTP to client, vendors and project partners requiring the need for use of the files.

Associated Costs:

Design Services: \$10,750.00

Meetings, Correspondence: \$3,375.00

Vendor and Field Support: \$2,500.00

Grand Total \$ 16,625.00

Pricing includes concept through design intent drawings, digital file preparation, transfer of files to client, vendor and project partners, time for meeting with client via phone, computer conference, or on Disney property, and vendor/field support.

Miller Clark Design, LLC will invoice at the 1st of each month for work performed. Payment (in full) on invoices will be due 30 days after invoice date.

**EXHIBIT B
SCHEDULE
AGREEMENT NO. C006907**

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

Work shall commence upon agreement execution, and shall be completed on or before February 19, 2027.

End of Exhibit B

EXHIBIT C
REIMBURSABLE EXPENSE GUIDELINES
AGREEMENT NO. C006907

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

A. Meals and Incidental Expenses

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

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

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

D. Ground Transportation, Rental Cars and Mileage

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

EXHIBIT C
REIMBURSABLE EXPENSE GUIDELINES
AGREEMENT NO. C006907

the right to direct Consultant to use ground transportation companies of Owner's choice. Consultant shall make all ground transportation reservations, pay all ground transportation charges and seek reimbursement from Owner hereunder.

End of Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 08/22/2025

Subject: Fourth Amendment to the Labor Services Agreement

Presented By: Raftelis Financial Consultants, Inc.

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #7.1** authorizing the District Administrator to execute the Fourth Amendment to the Labor Services Agreement with an Operational Services Fee of \$39,497,281, and an Operational Services Fee Cap of \$40,997,281

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The Central Florida Tourism Oversight District Board of Supervisors requested an independent evaluation of Reedy Creek Energy Services' June 2025 submission of the FY26 annual adjustment to the CFTOD/RCES labor services agreement for operational and design/support services.

Raftelis was engaged to perform this evaluation with the two objectives listed below.

- Assist the District in evaluating the annual Operational Services Fee and the Operational Services Fee Cap proposed by RCES, as described in the Labor Services Agreement (LSA)
- Assist the District in evaluating the annual Design/Support Services Fee proposed by RCES, as described in the LSA.

Raftelis will provide the Board with a summary report of their findings during the CFTOD Board meeting on August 22nd, 2025.

Highlights of the FY25 Annual Adjustment to the CFTOD/RCES Labor Services Agreement

Operational Services Scope, Fee, and Fee Cap

On June 16, 2025, Reedy Creek Energy Services (RCES) submitted to the District the fiscal year 2025 Annual Adjustment of Operational Services and Operational Services Fee Cap. This submittal meets the requirements of section 7.1.3 of the Amended and Restated Labor Services Agreement ("Agreement") between Central Florida Tourism Oversight District ("District") and Reedy Creek Energy Services.

It is expressly agreed and understood that Operational Services shall be performed, subject at all times to the supervision, direction and approval of the District's Board of Supervisors and the designated administrators and staff of the District.

RCES forecasts approximately 430,000 billable labor hours supporting District utility Operational Services. The average billable hourly rate for these services is \$91.75. The resulting Operational Services Fee is

\$39,497,281. The Operational Services Fee Cap is \$40,997,281. This is a \$4,339,360, or 12.3% increase, from FY25's Operational Services Fee of \$35,157,921. The increase is primarily driven by annual increases in salary and employee benefit costs, expansions to the FY26 RCES Scope of Operational Services, and the 53rd week in FY26.

The FY26 RCES Operational Scope of Services of \$39,497,281 and Operational Services fee cap of \$40,997,281 includes all labor necessary during normal and emergency conditions to: operate, maintain, repair, renew, and administer the eight (8) District utilities including, without limitation, performing or causing to be performed all repairs and replacing all parts and equipment as required for the efficient and economical utility operation. Operational Services also includes support of expense funded projects and programs and procurement and commissioning of certain capital assets.

The Operational Services also include providing comprehensive planning, analytical support and oversight for the District's Facilities, including, without limitation, developing annual and long-term strategic plans, forecasts and budgets for approval by the Board of the District in the Approved Budget, and among other things, rate setting, revenue forecasting, capital planning, District bond issuance. The Operational Services fee also includes management of the District's electric and natural gas supply portfolios, developing and negotiating energy supply agreements relative to the District's electric and natural gas supply portfolios, hedging and other utility-based decisions, assisting in the interpretation of utility tariffs, providing risk management recommendations, providing all filing and reporting on behalf of the District. Reedy Creek Energy Services also supports the District with its annual financial audit, bond rating agency evaluations and administrative agency permitting and reporting requirements.

Forecasted Design/Support Services

In the FY26 Annual Adjustment of Operational Services, Reedy Creek Energy Services also provided a FY26 summary of utility-funded capital programs, projects, and allowances. RCES forecasts an additional \$3,432,103 for Design/Support Services. This is a \$.93M, or 37% decrease, from FY25's forecasted Design/Support Services Fee of \$2,498,195. The Design/Support Services represents approximately 32,301 billable hours to supply Design/Support Services for District utility-funded capital projects. The average billable hourly rate for these services is \$106.26.

The forecasted Design/Support Services is incremental to the \$39,497,281 in Operational Services Fee and includes Reedy Creek Energy Services labor, planning, design, engineering, permitting, construction management and inspection support in connection with the renewal, replacement and expansion of utility facilities associated with the capital projects. Reedy Creek Energy Services Design/Support Services fees are included in all utility-funded project cost estimates. Utility-funded capital projects will be reviewed and approved by the Board as part of the fiscal year 2026 District Utilities' budget and utility rate recommendations.

FINDINGS AND CONCLUSIONS:

Reedy Creek Energy Services proposes to continue all utility services provided in FY25 through FY26. Also, in FY26, RCES has the following additions to the FY25 Scope of Operational Services:

- Administrative and management functions associated with the District's Title V Air permit
- Increased electric market transactions in purchased power and fuel associated with changes in the District's energy supply portfolio
- Capital program development and oversight supporting increased project volumes for utility asset replacement and rehabilitation, system expansions and redundancy requirements

Reedy Creek Energy Services forecasts a total of 430,496 billable labor hours supporting District utility Operational Services and Design/Support Services for utility-funded capital projects

- The Operational Services fee is increasing 12.3% from FY25 to FY26.
- Anticipated Design/Support Services fee increases 37.4% from FY25 to FY26.

The average annual hourly billing rate for this comprehensive scope of utility services is \$92.76.

The resulting overall RCES billing to the District in FY26 is forecasted to be \$42.9M. This is \$5.3M, or 14% increase, from FY25's overall billing forecast of \$37.7M.

Operational Services Summary

FY25 to FY26 Comparison of RCES Operational Services Dollars, Hours and Rate				
Billable Category	FY25	FY26	Variance \$	Variance %
Operational Services Dollars	\$ 35,157,921	\$ 39,497,281	\$ 4,339,360	12.3%
Operations Services Hours	403,607	430,496	26,889	6.7%
Operational Services Avg. Hourly Billing Rate	\$ 87.11	\$ 91.75	\$ 4.64	5.3%

Design/Support Services Summary

FY25 to FY26 Comparison of RCES Design Support Services Dollars, Hours and Rate				
Billable Category	FY25	FY26	Variance \$	Variance %
Operational Services Dollars	\$ 2,498,195	\$ 3,432,103	\$ 933,908	37.4%
Operations Services Hours	24,122	32,301	8,179	33.9%
Operational Services Avg. Hourly Billing Rate	\$ 103.57	\$ 106.26	\$ 2.69	2.6%

Overall Utility Services Summary

FY26 RCES Summarized Forecasted Charges for District Utility Services			
RCES Support	Hours	Average Rate	Dollars
Operational Services	430,496	\$ 91.75	\$ 39,497,281
Design/Support Services	32,301	\$ 106.26	\$ 3,432,103
Total FY26 Forecasted Billing	462,796	\$ 92.76	\$ 42,929,384

FY25 to FY26 Variance in Forecasted RCES Billable Charges for Utility Services				
	FY25	FY26	Variance	
	\$s	\$s	\$s	%
Operational and Design Support Services	\$37,656,116	\$ 42,929,384	\$ 5,273,268	14%

The Utilities Division is requesting approval of the Fourth Amendment to the Labor Services Agreement which includes the RCES Fiscal Year 2026 Annual Adjustment to the Scope of Operational Services and Operational Services Fee of \$39,497,281 with an Operational Services Fee Cap of \$40,997,281.

FISCAL IMPACT:

Funding will be from CFTOD 2026 utility rates for Operational Services

Design/Support Services will be funded by utility capital funding sources including:

CFTOD 2026 utility rates for Planned Work-Capital project

Utility Revenue Bonds

Unrestricted Reserve Funds

PROCUREMENT REVIEW:

This submittal has been reviewed and complies with the Amended and Restated Labor Services Agreement (“Agreement”) between Central Florida Tourism Oversight District (“District”) and Reedy Creek Energy Services.

LEGAL REVIEW:

The District’s General Counsel has reviewed this agenda item.

ALTERNATIVE:

- ☐ Deny
- ☐ Amend
- ☐ Table

SUPPORT MATERIALS:

June 14, 2025

Central Florida Tourism Oversight District
Attention: District Administrator
1900 Hotel Plaza Boulevard
Lake Buena Vista, FL 32830-0170

Dear CFTOD District Administrator Kopelousos,

For your review, Reedy Creek Energy Services (RCES) submits the attached document representing the Annual Adjustment of Operational Services and Operational Services Fee for fiscal year 2026 (FY26). This submittal fulfills the requirements of section 7.1.3 of the Amended and Restated Labor Services Agreement (“Agreement”) between Central Florida Tourism Oversight District (“District”) and RCES. RCES is also presenting a forecast of labor dollars for Design/Support Services for utility funded capital projects as described in section 7.1.2 of the Agreement.

RCES has 37 years of experience supplying comprehensive utility services to the District. The dedicated staff at RCES have over 4,000 combined years of experience working with the District’s utility Facilities. RCES is also future-focused and works to continually improve service to the District and the District’s utility customers.

RCES welcomes the opportunity to discuss this submittal and collaborate with the District. Should you have any questions or require additional information, please do not hesitate to contact me at Chris.E.Ferraro@Disney.com or 407.701.8954.

Sincerely,

Christine Ferraro
Director, RCES

cc:

Atty. Roy Payne, CFTOD General Counsel

Atty. Scott Justice, Walt Disney World Resort Deputy Chief Counsel

Executive Summary

RCES is pleased to present this proposal for comprehensive utility Operational Services and Design/Support Services for utility funded capital projects across eight (8) District utilities including a Natural Gas System, Wastewater Treatment and Collection System, Potable Water System, Reclaimed Water System, Solid Waste Collection and Disposal, Electric Transmission and Distribution System, Chilled Water System, and Hot Water System.

The attached submittal contains information for the FY26 Annual Adjustment and is structured in five (5) sections:

I. RCES Operational Services Fee and Fee Cap

RCES forecasts 430,496 billable labor hours supporting District utility Operational Services. The average billable hourly rate for these services is \$91.75. The resulting Operational Services Fee is \$39,497,281. The Operational Services Fee Cap is \$40,997,281. This is a \$4,339,360, or 12.3% increase, from FY25's Operational Services Fee of \$35,157,921. The increase is primarily driven by annual increases in salary and employee benefit costs, expansions to the FY26 RCES Scope of Operational Services, and the 53rd week in FY26.

II. RCES Scope of Operational Services

The first page of this section highlights clarifications and updates to the Scope of Operational Services from FY25 to FY26. The remainder of the section provides a detailed scope of Operational Services for each utility, RCES teams that support multiple utilities, the RCES Utility Business Affairs team and financial services.

III. Expansion, Changes or Alterations Affecting the Operation and Maintenance of Facilities

In this section, RCES describes three (3) expansions included in the FY26 Scope of Operational Services. These expansions represent a net increase of approximately \$1.15M to the FY26 Scope of Operational Services. The expansions are as follows:

- In FY26 and subsequent years, the District has requested that RCES perform administrative and management functions related to the District's Title V Air permit. This expansion adds approximately \$63K to the FY26 Scope of Operational Services.
- Beginning in FY26, to maintain the District's standards for supplying customers and maintaining system reliability, RCES is recommending an expansion of the annual capital program from approximately \$40.0M to \$80.0M. RCES proposes the addition of thirteen (13) incremental headcount to support this increase in the overall RCES-

managed utility investment program. This proposed, phased-in headcount expansion adds approximately \$800K to the FY26 Scope of Operational Services.

- In FY26, the RCES Utility Business Affairs Team proposes the addition of an incremental headcount to add a second Energy Marketer to the organization to support increased transactions associated with the planned FY26 commercial operation date for the District's fourth Power Purchase Agreement for the output of solar arrays. The addition of this role also mitigates risk in the Purchase Power and Fuel (PP&F) portfolio. This proposed, full-year headcount expansion adds approximately \$284K to the FY26 Scope of Operational Services.

In the remainder of Section III, RCES provides the FY26 RCES-managed utility expense and capital investment program. Highlights of the proposed program include:

- \$8.5M investment in Expense Projects and Allowances
- \$2.0M investment in Capital Assets
- \$28.2M investment in Projects, Programs and Allowances associated with Annual Capital Requirements
- \$41.4M investment in Major Utility Projects funded by new long-term financing, existing Utility Bond funds, or Unrestricted Reserve funds

IV. Estimated Design/Support Services Fee for Bond-Funded and Capital-Funded Projects

RCES forecasts 32,301 billable hours supplying Design/Support Services for District utility funded capital projects. The average billable hourly rate for these services is \$106.26. The resulting Design/Support Services Fee is approximately \$3.4M in labor. This is incremental to the \$39.5M Operational Services Fee described in Section I. This is \$0.93M, or 37% increase, from FY25's estimated Design/Support Services Fee of approximately \$2.5M. This increase is primarily driven by the proposed addition of thirteen (13) incremental headcount to support the required expansion of the RCES-managed utility investment program.

V. RCES Labor Summary for Operational Services and Forecasted Design/Support Services

RCES forecasts a total of 462,796 billable labor hours supporting District utility Operational Services and Design/Support Services for utility-funded capital projects. The average annual hourly billing rate for this comprehensive scope of utility services is \$92.76. The components of this rate are described in Table 12 on page 41. The resulting overall RCES billing to the District in FY26 is forecasted to be approximately \$42.93M. This is an approximate \$5.3M, or 14% increase, from FY25's overall billing forecast of \$37.66M.

The primary causes of this increase are:

- Annual increases in salary and employee benefit costs
- Expansions to the FY26 RCES Scope of Operational Services
- Incremental capital labor hours associated with Design/Support Services resulting from the expansion of the RCES-managed utility investment program
- The 53rd week in fiscal year 2026

Section I

Reedy Creek Energy Services Operational Services Fee and Fee Cap

Per Section 7.1.3 of the Agreement, RCES offers the following to the District for the FY26 Annual Adjustment of Operational Services Fee and Operational Services Fee Cap. The following is the result of RCES's annual planning process that develops a detailed labor forecast to support the District's utility Facilities' operations and administration, including comprehensive financial services and utility business affairs. RCES will continue to bill the District monthly for actual hours worked supporting District utility Facilities.

The Operational Services Fee for FY26 (the period beginning October 1, 2025, and ending September 30, 2026) is \$39,497,281. The Operational Services Fee includes:

- ✓ RCES forecasted labor for routine utility Operational Services and support of utility emergencies
- ✓ RCES forecasted labor for Design/Support Services for expense funded projects and commissioning of capital assets required outside of capital projects
- ✓ RCES forecasted fixed administrative overhead expenses

The Operational Services Fee Cap proposed for FY26 is \$40,997,281. The Fee Cap proposed is \$1.5M above the Operational Services Fee. The Fee Cap is increasing \$0.5M from the \$1.0M Fee Cap proposed in FY25. The Fee Cap increase in FY26 aligns with the overall increase in Operational Services Fee and allows incremental funds for response to significant weather events (hurricanes).

The \$4.3M, or 12%, increase is primarily driven by annual increases in salary and employee benefit costs, expansions to the FY26 RCES Scope of Operational Services described in Section III of this submittal, and the 53rd week in fiscal year 2026.

Details of billable labor dollars, hours, and rate variances from FY25 to FY26 are found below in Table 1.

TABLE 1

FY25 to FY26 Comparison of RCES Operational Services Dollars, Hours and Rate				
Billable Category	FY25	FY26	Variance \$	Variance %
Operational Services Dollars	\$ 35,157,921	\$ 39,497,281	\$ 4,339,360	12.3%
Operations Services Hours	403,607	430,496	26,889	6.7%
Operational Services Avg. Hourly Billing Rate	\$ 87.11	\$ 91.75	\$ 4.64	5.3%

Figure 1 provides an overview of the RCES Organization with expanded staffing details.

FIGURE 1

RCES Organization Staffing Details

Director Business Affairs	Director Utility Operations				
Manager, Energy Planning	Sr. Manager District Plant & Maintenance Operations	Sr. Manager Electric Operations	Sr. Manager Gas, Water and Water Resources & Compliance	Sr. Manager Utility and Facility Integration	Sr. Manager Engineering and Programs
Senior Energy Business Analyst	Service Mgrs. Energy Plants	Team Lead - Electric Ops	Service Mgrs. Solid Waste	Network Services Manager	Team Lead - Planning and Sustaining Engineering
Energy Marketer	Service Mgrs. Utility Maintenance	Chief Electric Ops Engineer	Service Mgrs. Wastewater	Planning Manager	Sustaining and Planning Engineers
Senior Energy Analyst	Planned Work Specialists	Service Mgrs. Power Delivery	Service Mgr. Water Supply	Business Operations Manager	Sr. Electrical & Mechanical Project Managers
	Utility Specialists	Energy Systems Coordinators	Service Mgr. Natural Gas	Sr. Programmer Analysts	Project Delivery Engineers
	Instrument & Control Techs	Planned Work Specialists	Sr. Regulatory Compliance Professional	Integration Analyst	Mechanical & Electrical Field Reps
	Electricians Power System	Power Distribution Techs	Data Administrator	Planners	Project Coordinators
	Area Mechanic Industrial Mechs/Welders	Protection and Control Technicians	Planned Work Specialists	Senior Maximo Specialist	Documentation Associate
	Area Mechanic Industrial Pipe Fitters/Welders	Apprentice Electrician	Area Mechanic Gas Certified Techs/Welders	Secretary	Service Mgr. Utility Mapping
	Operators Energy System		Operators Solid Waste Equipment	Planned Work Specialists	Sr. Designers
	Operators CoGen		Heavy Equipment Operators	Instrument & Control Techs	Surveyor
			Sanitation Operators Class A, B, or C	Material Attendants	Utility Locate Processor
					Utility Locators



** Roles that are shaded blue indicate front-line skilled tradespersons represented by the Labor Agreement between the Walt Disney World Company and the North America's Building and Trades Union and Craft Maintenance Council.*

END OF SECTION I

Section II

RCES Scope of Operational Services

Summary of Clarifications and Updates

Clarifications in FY26 to the FY25 RCES Scope of Operational Services:

- Utility Business Affairs Electric Resource and Natural Gas Resource Planning sections were updated to provide clarification and updates of existing services.
- The Financial Services section was revised to provide clarity and additional details for existing financial services provided to the District
 - A note was added to bullet item three (3) to include Labor Invoice Processing as part of monthly activities
 - A note was added to item five (5) to include mid-year rate adjustment recommendations as part of ad hoc requests

Updates in FY26 to the FY25 RCES Scope of Operational Services:

- Staffing sections included revised position titles RCES implemented during FY25 to re-align responsibilities to achieve desired service support to all District utilities.
- Engineering and Programs removed the Designer position from the list of roles. The current staff are Senior Designers.
- The Electric Transmission and Distribution System section removed staff reorganization notes as role classifications changes were completed in FY25.
- Utility Business Affairs removed Manager, Business Affairs position from list of roles. This role is no longer part of the RCES Business Affairs team.
- Energy Plants updates:
 - Removed Cogen Operators position from list of roles and Staff Qualifications sections as position title will be updated
 - Removed the General Electric (GE) LM6000 cogeneration system from the list of assets operated as it is permanently shut down
 - Removed the Environmental Protection Agency (EPA) from the list of Regulatory Agencies due to permanent shut down of the cogeneration system
 - Removed the Heat Recovery Steam Generator (HRSG) from list of assets operated due to its permanent removal from service in FY 25
 - Updated the number of boilers operated at North Service Area Central Energy Plant and Epcot Central Energy Plants

Reedy Creek Energy Services Scope of Operational Services

In FY26, RCES will perform the Scope, Responsibilities and Requirements described in Sections 4, 5 and 6 of the Amended and Restated Labor Services Agreement (“Agreement”) between Central Florida Tourism Oversight District (“District”) and Reedy Creek Energy Services (RCES).

Per Section 7.1.3 of the Agreement, RCES offers the following narrative describing details of the proposed scope of Operational Services for FY26. The following sections describe the scope of Operational Services for each utility, for services that support multiple utilities, utility business affairs, and administrative services including financial services.

UTILITY-SPECIFIC OPERATIONAL SERVICES

Natural Gas

Facilities Description

The District Natural Gas System is comprised of the following major Facilities:

- Three (3) gate stations
- Five (5) district stations
- Welded steel and fiberglass pipelines
- Pressure-reducing stations
- Cathodic protection systems

Regulatory Agencies

The District’s Natural Gas System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- National Pipeline Safety Act of 1968, which the Public Services Commission (PSC) administers in Florida for the U.S. Department of Transportation (USDOT)

Operational Services Activities

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Processing and completion of underground natural gas line locates (3,000+ annually)
- Perform rectifier readings, pipe-to-soil readings, and atmospheric coating inspections
- Perform gate station lockup testing, odorization readings and sampling
- Perform gas main, manhole, catch basin and vault leak surveys
- Perform above ground natural gas pipe crossing inspections
- Perform emergency, main, and service valve inspections and actuation
- Fabricate, commission, and perform drop testing of meter-regulator points-of-delivery

Staffing

The following are the types of specialties that support the District's Natural Gas Facilities:

Supervision – Service Manager
Planned Work Specialist
Area Mechanic Gas Certified Technician/Welder

Staff Qualifications

RCES Area Mechanic Gas Certified Technicians and Welders are highly qualified individuals that must meet strict Operator Qualifications (OQ) subject to annual inspection and verification by the Florida Public Service Commission.

Staff Schedule

RCES staff that directly support Natural Gas Facilities work 7 days a week on first and second shift (days and evenings).

Wastewater Treatment and Collection System

Facilities Description

The District's wastewater collection and treatment system is comprised of the following major Facilities:

- 20 million gallons per day (MGD) Advanced Treatment Water Resource Recovery Facility
- Rapid infiltration basins
- Lift stations
- Gravity sewer pipelines of various size and length including manholes
- Pressure sewer mains of various size and length

Regulatory Agencies

The District's Wastewater Treatment and Collection System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Department of Environmental Protection (FDEP)

Operational Services Activities

RCES performs the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Administration of the Industrial pre-treatment program, including sampling and inspection

- Operation and maintenance of the Water Resource Recovery Facility, which includes monitoring individual treatment processes to ensure compliance with all regulations
- Complete regulatory compliance reporting associated with Florida Department of Environmental Protection Permit FLA108219
- Maintain all Rapid Infiltration Basins located on an approximate 1,000-acre site
- Continuation of beneficial disposal of biosolids through the management of contracts for biosolids hauling and disposal via compost
- Management of the quality and quantity of reclaimed water supplied to the public access reuse system
- Respond to and mitigate all sanitary system disturbances and overflows
- Support inspections of gravity and forced main wastewater pipelines
- Ensure the proper operation of the District's lift stations

Staffing

The following are types of specialties that support the District's Wastewater Treatment and Collection Facilities:

Supervision – Service Manager
Planned Work Specialist
Operator Sanitation System Class A, B, C
Area Mechanic Industrial Mechanic/Certified Welder
Instrument and Control Technician
Electrician Power System
Power Distribution Technician
Area Mechanic Industrial Pipe Fitter/Certified Welder
Utility Specialist

Staff Qualifications

RCES Operators of Sanitation Systems Classes A, B or C are wastewater operators licensed by Florida. These highly qualified individuals must keep a licensure subject to bi-annual renewal that requires continuing education in the wastewater field.

Staff Schedule

RCES staff at the Water Resource Recovery Facility work 24 hours a day and 7 days a week. Other roles that support wastewater collection Facilities work 7 days a week on first and second shift (days and evenings).

Potable Water System

Facilities Description

The District's Potable Water system is comprised of the following major Facilities:

- Eight (8) upper-Floridan aquifer wells
- Four (4) pump stations
- Distribution pipelines of various size and material and appurtenant devices
- Backflow preventors

Regulatory Agencies

The District's Potable Water System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection (FDEP)
- South Florida Water Management District (SFWMD)
South Florida Water Management District Permit # 48-00009-W is a 20-year Water Use Permit (WUP) issued to the District on June 14, 2007, authorizing the continued use of groundwater from the upper-Floridan aquifer.

Operational Services Activities

RCES performs the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Operate, maintain, and monitor all District-owned Facilities including wells, pump stations, pipelines, backflow preventors and meters
- Administer the Cross-Connection Program
- Represent the District at all regional utility meetings in support of large scale, state- sponsored water resource initiatives, such as the Central Florida Water Initiative (CFWI)
- Provide all regulatory-required reports to the Florida Department of Environmental Protection
- Plan for future alternative water supplies to meet projected growth
- Develop and update flow projections to ensure supply meets expected growth
- Manage the District's water use permit (WUP) including all required reporting to South Florida Water Management District and permit renewal activities
- Represent the District on a combined utility group with St. Cloud, Toho Water Authority, Orange County and Polk County (formerly known as STOPR) focused on WUP permit issues and renewal activities
- Manage interlocal agreements with neighboring utilities for wholesale service
- Manage the territorial agreement with Orange County
- Valve inspections and actuation

Staffing

The following are the types of specialties that support the District's Potable Water Facilities:

Supervision – Service Manager
Planned Work Specialist
Operator Sanitation System Class A, B, C
Area Mechanic Industrial Mechanic/Certified Welder
Instrument and Control Technician
Electrician Power System
Area Mechanic Industrial Pipe Fitter/Certified Welder
Utility Specialist

Staff Qualifications

RCES Operator Sanitation System Classes A, B or C that work with the District's potable water system are licensed by the state of Florida. These highly qualified individuals must keep licensure subject to bi-annual renewal that requires conditioning education in the potable water distribution field.

Staff Schedule

RCES staff that directly support the potable water system work 24 hours a day, 7 days a week.

Reclaimed Water System

Facilities Description

The District's Reclaimed Water system is comprised of the following major facilities:

- Three (3) 5- million gallons per day (MGD) reclaimed water storage tanks
- Eight (8) high-pressure service pumps
- Two (2) upper-Floridan supplemental supply wells
- Distribution pipelines of various size and material and appurtenant devices

Regulatory Agencies

The District's Reclaimed Water System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Department of Environmental Protection (FDEP)
The Florida Department of Environmental Protection wastewater operating permit (FLA108219) regulates water quality parameters for the reclaimed water system.

Operational Services Activities

RCES performs the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Operate, maintain, and monitor all District-owned Facilities including wells, storage tanks, high service pumps, pipelines, rapid infiltration basins, and meters in the District-owned reclaimed water system
- Provide all regulatory-required reports to the Florida Department of Environmental Protection
- Manage interlocal agreements with neighboring utilities for wholesale service
- Manage the territorial agreement with Orange County Utilities
- Valve inspections and actuation

Staffing

The scope of services provided by RCES in supporting the operation and maintenance of the Reclaimed Water System is performed by a combination of the existing Wastewater and Potable Water staff:

- Wastewater staff members provide support for the storage tanks and high-pressure service pumps that support the public access reuse system. This team also manages the disposal of unused reclaimed water in the Rapid Infiltration Basin system.
- Potable Water staff members provide support for the supplemental supply wells, the distribution system, and the metering infrastructure. Potable Water staff are also responsible for regulatory reporting.

Supervision – Service Manager
Planned Work Specialist
Operator Sanitation System Class A, B, C
Area Mechanic Industrial Mechanic/Certified Welder

Staff Qualifications

RCES Operator Sanitation System Classes A, B or C that work with the District's reclaimed water system are potable and wastewater systems are licensed by the state of Florida. These highly qualified individuals must keep licensure subject to bi-annual renewal that requires continuing education in the water/wastewater field.

Staff Schedule

RCES staff that directly support the reclaimed water system work 24 hours a day, 7 days a week.

Solid Waste and Recycling Collection and Disposal

Facilities Description

The District's Solid Waste utility is comprised of the following major assets:

- Solid waste vehicle fleet
- Solid waste containers of diverse types and sizes
- Solid waste transfer stations
- Recovered Materials Processing Facility (RMPF)
- Food Waste Transfer Station

Regulatory Agencies

The District's system is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Department of Environmental Protection (FDEP)
- Florida Department of Transportation

The District currently holds operating permits for the Solid Waste Transfer Station, the Food Waste Transfer Station, Waste Tire Collection, and the Yard Waste Facility

Operational Services Activities

The Solid Waste utility collects and disposes of numerous waste streams including Class I and Class III waste, food waste, mixed recycling, manure, tires, yard waste, baled plastic film and cardboard.

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard.

- Collect recyclables and solid waste at customer locations and deliver to the various transfer stations for transfer to trailers
- Manage the accumulation of inbound and outbound waste at the transfer stations including the loading of trailers for transport to disposal sites
- Ensure permit compliance for all Florida Department of Environmental Protection permits
- Monitor and ensure that the maximum amount possible of recyclable material is beneficially reused
- Collect and complete Quality Assurance/Quality Control for all data related to recyclable and solid waste quantities
- Manage work on behalf of the District through cost-effective and efficient contracts with vendors for:
 - Fleet and container maintenance
 - Class I and Class III transportation and disposal
 - Food waste, recycling, and manure transportation and disposal
 - Yard waste facility operation
 - Construction and demolition debris collection, transportation, and disposal

Staffing

The following are types of specialties that support the District's Solid Waste and Recycling Facilities:

Supervision – Service Manager
Planned Work Specialist
Data Administrator
Heavy Equipment Operator
Operator Solid Waste Equipment
Utility Specialist

Staff Qualifications

All Heavy Equipment Operators and Operators Solid Waste Equipment must maintain Florida Department of Transportation Class A commercial licenses and are subject to the Florida Department of Transportation drug testing program.

Staff Schedule

RCES staff that directly support the District's Solid Waste utility work first and second shift (days and evenings), providing 7 days a week coverage.

Electric Transmission and Distribution System

Facilities Description

The District's Electric Utility is comprised of the following major assets:

- Twenty-eight (28) miles of 69,000-volt (69kV) transmission lines with fourteen (14) miles of line overhead and fourteen (14) miles of underground lines
- Five (5) 69,000- volt transmission connections to the Florida electric grid
- Ten (10) 69 kV substations, nine are distribution stations and one station provides a connection to an on-site solar array
- The nine (9) distribution substations consist of sixteen (16) 69kV/12kV step-down transformers, 69kV SF6 high voltage breakers, 69kV capacitor banks for voltage control and 69kV air-break switches for isolation of outdoor substation bus work
- Approximately one hundred (100) 12kV circuit breakers that supply and protect the 12kV electric distribution system
- The 12kV distribution system is predominantly installed underground, with approximately 300 miles of cable
- The underground distribution cable is direct buried or run through mechanical facilities such as duct banks, manholes and splice boxes connecting the various distribution system components, including 2,000 transformers, switchgear, unit substations and other equipment necessary for the transformation, protection, and control of electrical power

- District-owned unit substations incorporate a combination of 480-volt secondary breakers with various current ratings and configurations to supply the power requirements of the connected electrical loads

Regulatory Agencies

The District's system is subject to jurisdiction, guidance, reporting requirements, and/or regulation by the following, as applicable:

- Florida Public Service Commission (FPSC)
- Florida Department of Environmental Protection (FDEP)
- Southeastern Electric Reliability Council (SERC) and the Florida Reliability Coordinating Council (FRCC).

Operational Services Activities

RCES performs the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Operate, maintain, and monitor all District-owned Facilities including substations, transformers, switches, 12kV cable system, and associated metering
- Perform periodic thermal and visual inspections of 69kV and 12kV electric assets including switches, transformers, and overhead lines
- Plan, schedule, and execute planned outages to complete system upgrades and maintenance and Customer requests
- Represent the District at all regional utility meetings including Florida Municipal Electric Association (FMEA), SERC Reliability Corporation (SERC), and the Florida Reliability Coordinating Council (FRCC)
- Test and maintain all District-owned protective relays, including the parts of the system involved in the automatic Underfrequency Load Shedding (UFLS) scheme

Staffing

The following are types of specialties that support the District's Electric Utility System:

Supervision – Service Manager
Supervision – Team Lead
Electrical Operations Engineer
Planned Work Specialist
Energy Systems Coordinator
Protection and Control Technician, Apprentice
Power Distribution Technician

Staff Qualifications

Energy Systems Coordinators that staff the Energy Control Center have the option to become North American Reliability Coordinator (NERC) Certified System Operators. This certification is subject to periodic renewal with continuing education requirements.

Staff Schedule

RCES staff that directly support the District's Electric utility system work 24 hours a day, 7 days a week.

Energy Plants

Electric Generation, Chilled and Hot Water Systems

Facilities Description

The District's Energy Plants are comprised of the following major assets:

- 45,000 tons of chiller capacity installed at three (3) primary Central Energy Plants and two (2) satellite plants
- Thermal Energy Storage (TES) facility for chilled water with a 5-million-gallon capacity
- Two (2) hot water production systems with two (2) boilers at the North Service Area (NSA) Central Energy Plant (CEP) and three (3) boilers at the Epcot Central Energy Plant (ECEP)
- Plant pumping systems and tanks for chemical and fuel storage
- Hot and chilled water distribution piping and appurtenant equipment

Regulatory Agencies

The District's Energy Plants are subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Department of Environmental Protection (DEP)
- Orange County Environmental Protection Division (EPD)

Operational Services Activities

RCES performs the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard.

- Validate the operation of plant equipment
- Perform the sequencing of equipment to meet system conditions
- Perform routine water chemistry analysis and adjustment
- Document operational status, conditions, and work performed
- Perform preventative maintenance activities, such as oil changes and greasing on chiller motors and pumps

Staffing

The chilled and hot water systems are operated by teams in the North Service Area (NSA) and at the Epcot Central Energy Plant (ECEP). The following are types of specialties that support the District's Energy Plant Facilities:

Supervision – Service Manager
Planned Work Specialist
Operator Energy Systems
Area Mechanic Industrial Mechanic/Certified Welder
Instrument and Control Technician
Electrician Power System
Power Distribution Technician
Area Mechanic Industrial Pipe Fitter/Certified Welder

Staff Qualifications

Operators Energy Systems must maintain a Universal Environmental Protection Agency Certification (Type I, II and III).

Staff Schedule

RCES staff that directly support the District's Electric utility system work 24 hours a day, 7 days a week.

ENGINEERING AND PROGRAMS OPERATIONAL SERVICES

Reedy Creek Energy Services Engineering and Programs

The Reedy Creek Energy Services Engineering & Programs Division has three (3) distinct teams that provide engineering and project management expertise for the development and execution of a diverse capital improvement program, full lifecycle project management, support for operations and maintenance and upkeep of associated records.

Operational Services

Planning & Sustaining Engineering

- Supports day-to-day utility operations with engineering expertise in quality assurance (QA) and quality control (QC) activities, such as:
 - Reviewing and updating job plans for preventative maintenance (PM) work orders
 - Identifying opportunities for improving the efficiency and effectiveness of operations while maintaining regulatory compliance and customer satisfaction

- Examining equipment or system challenges to discern root cause and recommending changes to mitigate the chance of recurrence
- Responds to Utility Permits (UPs) and Utility Services Requests (USRs) as necessary, including:
 - Determining conditions and improvements needed to provide utility service
 - Reviewing construction drawings for conformance with adopted standards and best practices
 - Developing, managing, and updating utility master plans and technical standards
 - Coordinating with regulatory agencies on permitting needs
- Develops the short and long-term capital improvement programs, including:
 - Collecting and analyzing data to evaluate system performance and maintaining information on available capacities and required upgrades
 - Performing and managing system condition assessments and studies for determining capital improvement needs
 - Preparing annual capital improvement project (CIP) budget with preliminary project scopes, cost estimates, and priorities

Project Management & Delivery

- Prepares construction drawings and project specifications package for bidding, including:
 - Refining project scopes and cost estimates provided by the Planning & Sustaining Engineering team
 - Negotiating with and retaining outside professional services as necessary to prepare bid packages
 - Managing the design phase and coordination of projects
 - Ensure design packages received from outside professional services follow applicable codes and design standards
- Bids projects in accordance with guidance from District sourcing and procurement partners, including:
 - Hosting pre-bid meeting(s) and site visit(s)
 - Responding to requests for information (RFIs) and issuing addendum(s) as necessary
 - Coordinating execution of agreement or contract
- Provides construction management (CM), engineering, and inspection (CEI) services for District utility projects.
- Provides field inspection of critical iterations/tasks on Utility Permits, Utility Services Requests, developer agreements, and various projects managed by others as necessary to protect the integrity of utility infrastructure.

Utility Mapping

- Updates and maintains the geographic information system (GIS) and mission critical maps and diagrams (e.g., mechanical piping, instrumentation diagrams, etc.) as needed.
- Maintaining over fifty (50) years of records on projects (as-built drawings, Utility Services Requests, etc.).
- Drafting legal descriptions for wetlands, leases, property encumbrances, etc. related to District utility Facilities.
- Field locates for existing underground District utility infrastructure as necessary to protect assets from damage during construction activities.
- Daily coordination with Sunshine 811 to receive and respond to utility locate tickets.
- Coordinates the review of underground utility work proposed by others to identify potential conflicts with and/or risks to existing utility infrastructure.

Staffing

The following are types of specialties that support the RCES Engineering and Programs team:

Supervision – Team Leader
Civil, Controls, Electrical or Mechanical Engineer
Senior Electrical or Mechanical Project Manager
Project Coordinator
Mechanical or Electrical Field Rep.
Senior Designer
Surveyor
Documentation Associate
Utility Locate Processor
Utility Locator

Applicable Codes

- American National Standards Institute (ANSI)
- Epcot Building Code
- Florida Building Code
- Florida Administrative Code (FAC)
- National Electrical Code (NEC)
- National Electric Safety Code (NESC)
- National Fire Protection Association (NFPA)
- Occupational Safety and Health Administration (OSHA)
- Safety of Gas Transportation by Pipeline (Florida Administrative Code Chapter 25-12)
- Standard for Welding Pipelines and Related Facilities (American Petroleum Institute (API) 1104)

- Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards, current edition (49 Code of Federal Regulation (CFR) Part 192)
- Underground Facility Damage Prevention and Safety Act (Florida Statute Chapter 556)
- United States Pipeline and Hazardous Materials Safety Administration (PHMSA)

Key Partners

- Central Florida Water Initiative (CFWI)
 - Florida St. Cloud, Toho Water Authority, Orange County, Polk County and CFTOD (formally STOPR+2)
- Florida Department of Environmental Protection (FDEP)
- Duke Energy Florida
- Federal Energy Regulatory Commission (FERC)
- Florida Department of Transportation (FDOT)
- Florida Gas Transmission (FGT)
- Florida Reliability Coordinating Council (FRCC)
- North American Electric Reliability Corporation (NERC)
- Orange County Utilities
- Southeastern Reliability Corporation (SERC)
- Smart City Telecom
- South Florida Water Management District (SFWMD)
- Sunshine 811
- Tampa Electric Company
- People's Gas
- Toho Water Authority
- Walt Disney Parks and Resorts (WPDR) U.S.

OPERATIONAL SERVICES SUPPORTING MULTIPLE UTILITIES

The following section describes the RCES teams that support multiple utilities and administrative services including financial services and Utility Business Affairs. Individual positions in Enterprise Asset Management (EAM) and the Contracting and Procurement teams support all District utilities and will charge their labor to RCES overhead rather than billable hours associated with a specific utility. These individual roles include executive and senior management, administrative and analytical support, and business operational management.

Utility and Facility Integration Division

Operational Services

Enterprise Asset Management Team

Supports a comprehensive software solution (IBM's Maximo system) designed to facilitate the effective management of utility assets throughout their lifecycle. It encompasses various processes and functionalities to optimize asset performance, maintenance activities, and change management. The team can be described as follows:

- **Asset Recording and Tracking**
 - **Asset Identification and Classification:** Establishes a standardized asset identification and classification to accurately record and categorize utility assets.
 - **Preventative Maintenance:** Develop and implement preventative maintenance to proactively address asset maintenance needs. This includes defining maintenance schedules, tasks, and frequencies to ensure assets are serviced and inspected regularly.
 - **Corrective Maintenance:** Establish processes to address unplanned maintenance needs. This includes tracking requests, prioritizing work based on asset criticality and impact on operations.
 - **Work Order Management:** Efficiently manage work related to asset maintenance, from creation and assignment to tracking progress and completion. This involves documenting work order details, allocating resources, monitoring timelines, and capturing relevant data for reporting.
- **Change Management Process:** Establish a structured process to manage requests for modifications or updates to utility assets. This involves documenting and evaluating change requests, assessing their impact on asset performance and operational efficiency, and obtaining necessary approvals.

The Procurement and Contracting team

Encompass the processes and procedures involved in acquiring necessary equipment, materials, and supplies for the District. It also includes the administration of contracts, ensuring compliance with operational constraints, and optimizing cost-effective procurement practices:

- **Inventory Management: Procurement Process**
 - **Requisition Preparation:** Review and approve requisitions for necessary items, ensuring accuracy, completeness, and adherence to procurement policies and guidelines.
 - **Supplier Identification:** Identify potential suppliers through research, market analysis, and leveraging existing vendor relationships.
 - **Purchase Order Creation:** Prepare and issue purchase orders to the selected supplier; specifying quantities, delivery dates, payment terms, and other relevant details.

- Order Tracking: Monitor the progress of orders, ensuring timely delivery and resolving issues.
- Contract Administration
 - Scope of Work: Define the scope of work for contracted services.
 - Operational Constraints: Consider operational constraints and requirements when preparing and reviewing contracts.
- Business Continuity Planning (BCP)
 - Identifying critical processes and resources that must be maintained during disruptions.
 - Developing comprehensive plans and protocols to mitigate risks and minimize potential impacts.
 - Conducting regular risk assessments and business impact analyses to identify vulnerabilities and develop appropriate strategies.
 - Reviewing and updating the plans regularly to reflect changes in the District's operations and evolving risks.
- Metrics
 - Identifying relevant performance indicators and metrics that align with District objectives.
 - Establishing benchmarks or targets for each metric to measure performance and progress.
- Physical Security Process
 - Work with the District in conducting comprehensive security assessments to identify vulnerabilities and threats.
 - Implementing security training and awareness programs to promote a culture of vigilance.
 - Establishing incident response plans to address security breaches or emergencies effectively.
- Training
 - Monitoring and updating programs based on job requirements, industry standards, or regulatory compliance.
 - Identifying opportunities for continuous learning and professional development.

IT & Network Services

- Provides comprehensive support for RCES IT needs, as well as managing the mechanical and electrical control systems' teams. The team can be described as follows:
- Support for IT Needs: Help with all IT-related requirements for RCES employees, as well as the District Utility assets. This includes troubleshooting server and end user hardware/ software issues, network connectivity (switches, firewalls, and routers), software licensing upgrades, and ensuring the smooth operation of network infrastructure.

- Building Management Supervisory Control and Data Acquisition (SCADA), overseeing heating, cooling, and lighting controls of District buildings, including District owned parking lots.
- Facilitating meter reads and provide reports to District Finance, who upload files into the CIS system.
- Mechanical & Electrical Control Team: Manage the mechanical & electrical control systems (SCADA), which includes overseeing the operation, maintenance, and troubleshooting of mechanical control equipment. This involves monitoring and controlling various mechanical processes, such as compressors, pumps, valves, and other equipment for the Energy Plants, as well as electrical processes, such as power distribution, control centers, transformers, switches, breakers, relays, tap changers, tie line metering and generation. Both systems provide historian/archival data.
- Cybersecurity: Establish robust cybersecurity measures to protect District IT infrastructure, teams, and data from unauthorized access, cyber threats, and data breaches. This involves implementing firewalls, encryption, access controls, and security audits to ensure the integrity and availability of critical assets.
- Obsolescence Programs: Develop and implement programs to address obsolescence of controls and software. This includes regularly assessing the condition and functionality of equipment, identifying obsolete components, and planning and executing replacements.
- Access Control: Management of access control measures including overseeing surveillance cameras, alarms, securing access to restricted areas, and system backups of District utility buildings and areas.

Warehouse Operations

The Warehouse Operations team aims to optimize inventory management, streamline order fulfillment processes, ensure accurate inventory records, and maintain a well-organized and efficient warehouse environment:

- Receiving/Receipt of Goods: Receive incoming shipments and verify the accuracy of the items.
- Inspection and Quality Control: Inspect received goods for damage, quantity discrepancies, or quality issues.
- Documentation and Recording: Record receipt details, including item descriptions, quantities, lot numbers, and other relevant information in Enterprise Asset Management system.
- Inventory Management/Stock Control: Monitor inventory levels, including stock quantities, locations, and movements.
- Inventory Accuracy: Conduct regular physical inventory counts to reconcile actual inventory with recorded quantities, identifying and resolving discrepancies.
- Warehouse Management

- Warehouse Design: Optimize the layout and design of the warehouse facilities to maximize storage capacity, streamline material flow, and minimize travel distances.

Staffing

The following are types of specialties that support the RCES Utility and Facility Integration team:

Supervision – Service Manager
Planned Work Specialist
Senior Maximo Specialist
Senior Programmer Analyst
Data Analyst
Instrument and Control Technician
Planner
Material Attendant

Utility Business Affairs (UBA) Services

Electric Resource Planning

Objectives

RCES Utility Business Affairs provides electric supply planning for the District. Such planning includes analysis, contract negotiations, risk management services and energy transaction recommendations for current and future electric to the District for review and approval. The RCES Utility Business Affairs responsibility for electric trading is described and summarized in the District's Board resolutions numbers 613* and 615*. The primary objectives of the District's electric resource plan include, but are not limited to, the following:

- Maintain operational and regulatory requirements.
- Meet regulatory Reserve Margin requirements.
- Develop a reliable least-cost electric supply portfolio.
- Monitor hourly, daily, and monthly District electric load to optimize the supply portfolio and minimize risk to the operating plan.
- Monitor the District's contracts and utilize economy purchases where it is practical to minimize cost and risk.
- Develop the long-term load forecast utilizing customer Utility Service Requests, historical loads, and off system sales commitments, if applicable.
- Investigate future power supply alternatives consistent with needs, cost parameters, and fuel diversification.
- Maintain flexibility in the evolving Florida energy supply market.

- Utilize the District's Energy Risk Management Policy (ERMP) to reduce the impact of market price volatility.
- Utilize Financial Risk Management tools to manage exposure.
- Stabilize the purchase power component of the District's electric Retail Rates for the District's customers.
- Deliver annual electric supply portfolio at or under the annual budget used for rate setting.
- When feasible, mitigate the District's carbon footprint with cost effective Renewable Energy opportunities.

*Appendix A contains a summary of District Board Resolutions applicable to RCES Utility Business Affairs activities.

Natural Gas Resource Planning

Objectives

On behalf of the District, RCES Utility Business Affairs plans for the current and future Natural Gas supply requirements. This RCES Utility Business Affairs responsibility is described in District Board resolution number 614*. The primary objectives of the District's natural gas resource plan include, but not limited to, the following:

- Maintain operational and regulatory requirements.
- Develop a reliable least-cost gas supply portfolio.
- Monitor hourly, daily, and monthly District gas load to optimize the supply portfolio and minimize risk to the operating plan.
- Monitor natural gas pipeline contracts where practical to minimize gas supply delivery risk and Pipeline Alert Day Issues.
- Develop the long-term load forecast based on current Utility Service Requests, historical loads, weather parameters, and current contracts requirements and limitations.
- Utilize the District's Energy Risk Management Policy (ERMP) to reduce the impact of market price volatility.
- Utilize innovative financial techniques / instruments to minimize budget and rate risk - Prepay Gas Agreements with thirty (30) year terms with discounts to the New York Mercantile Exchange (NYMEX).
- Deliver annual gas supply portfolio at or under the annual budget used for rate setting.
- Stabilize the natural gas component of retail rates to the District's customers.
- Provide supply contract flexibility.
- When feasible, mitigate the District's carbon footprint with cost effective renewable opportunities, such as renewable natural gas*Appendix A contains a summary of District Board Resolutions applicable to RCES Utility Business Affairs activities

Risk Management – Energy Risk Management Policy (ERMP)

Objectives

On behalf of the District, RCES Utility Business Affairs administers the Energy Risk Management Policy. This RCES Utility Business Affairs responsibility is described in District Board resolution number 592*. The District's Energy Risk Management Policy program allows the District, through the Energy Risk Management Oversight Committee (ERMOC) to enter into financial hedges and agreements with financial counterparties for the purpose of managing price volatility of the natural gas commodity supply both for the natural gas system Local Distribution Company (LDC) and the natural gas components of the electric supply portfolio. The primary objectives of the District's Energy Risk Management Policy include, but not limited to, the following:

- Hedge portfolio up to 80% of anticipated volumes and consumptions
- Mitigate price risk / exposure
- Utilize appropriate hedge instruments (swaps, collars, calls) to accomplish financial objectives.
- Periodic mark-to-market reporting
- Satisfy Governmental Accounting Standards Board 53 Accounting and Reporting for Derivative Instruments reporting standards
- Lower net natural gas prices for the District and its customers
- Process and manage hedge settlements, lowering the District's overall cost of Natural Gas

*Appendix A contains a summary of District Board Resolutions applicable to RCES Utility Business Affairs activities

Industry and Regulatory Representation

The District's Electric System is subject to limited jurisdiction by both federal and State regulatory bodies. The rates for wholesale electric purchases and natural gas for transportation and resale are subject to the regulations of the Federal Energy Regulatory Commission. At the federal level, the Federal Energy Regulatory Commission has limited regulatory jurisdiction regarding certain matters pertaining to inter-utility operations, contracts, and reporting requirements.

The District's Natural Gas System is subject to limited jurisdiction by both federal and State regulatory bodies. The Gas System is subject to the National Pipeline Safety Act of 1968, which the Public Service Commission administers in Florida for the U.S. Department of Transportation and the District is required to file certain information with Federal Energy Regulatory Commission.

RCES intervenes in federal rate cases on the District's behalf seeking to protect the District's interest in the areas of wholesale electric and natural gas pricing, transmission pricing, gas pipeline transportation rates, and pipeline safety regulations. RCES also

represents the District to several statewide and Federal organizations. A summary of the key utility-oriented organizations include:

- Florida Reliability Coordinating Council (FRCC)
- Florida Public Service Commission (FPSC)
- Florida Coordinating Group (FCG)
- Florida Municipal Natural Gas Association (FMNGA) – Municipals & Cooperatives
- Florida Natural Gas Association (FNGA)
- American Public Gas Association (APGA)

Staffing:

The following are types of specialties that support the RCES Utility Business Affairs team:

Supervision – Director, Business Affairs Manager, Energy Planning
Energy Marketer
Senior Energy Analyst
Senior Business Energy Analyst

Financial Services

The RCES Finance team provides comprehensive planning and analytical support for the District’s utility operations. This includes developing individual (by utility) and consolidated (fund level) annual and long-term strategic plans, forecasts, and budgets for approval by the Board of the District, and among other things, rate setting recommendations. The team also provides financial perspectives supporting operational decisions, incorporating the impacts into forecasts and plans.

Financial Services provided by RCES Finance Team:

- Capital planning support includes administration of the capital process (project setup, tracking, etc.), forecasting and planning of capital requirements and recommendations about the sourcing and timing of associated borrowing.
- Customer interactions, include, but not limited to, billing utility customers on behalf of the District for Contribution In-Aid of Construction (CIAC) and project-related reimbursements, and identification and communication with customers on overdue accounts (not a regular occurrence). Note, this is separate and distinct from the District’s accounting team which also handles customer billing, collections, and ad-hoc support.
- Monthly activities include, but not limited to, revenue forecasting, cost analysis, Purchase Power and Fuel (PP&F) invoice processing, Labor invoice processing, capital project cost tracking and forecasting, and tracking of the under/over collection of the utilities’ fuel costs.
- Annual activities include, but are not limited to, support for the major assessments including the District’s financial audit, bond rating agency evaluations,

governmental reporting, bond holder reporting, and the management of renewable energy credits (RECS). The RCES Finance team contributes to the Labor Services Agreement scope between the District and RCES to effectively define the anticipated fees for the upcoming fiscal year.

- Ad hoc requests include review of the RCES Utility Business Affairs team's energy supply strategies, natural gas hedging, mid-year rate adjustment recommendations, and the utility operational and contractual changes.

END OF SECTION II

Section III

Expansions, Changes or Alterations Affecting the Operation and Maintenance of Facilities

Expansions

CFTOD Title V Air Permit Management

The Florida Department of Environmental Protection (FDEP) oversees the permitting of major and minor sources of air pollution in Florida. Businesses, including the District, with equipment that emits air pollution as a normal part of their operations require an air permit. Prior to FY25, the District's emission-producing equipment was included in the Walt Disney (WDW) Company's Title V Air Permit. As such, the WDW company provided the administrative and management functions listed below for the District to maintain compliance with the air permit. In FY26, the District has a standalone Title V Air permit. The District has requested RCES perform the following functions related to the Title V Air permit in FY26 and subsequent years:

- **Recordkeeping:** partner with CFTOD Building Facilities' team to maintain the required emission unit inventory, engine log, engine maintenance log, boiler natural gas usage log and boiler hour log
- **Annual engine preventative maintenance (PM) activities:** partner with CFTOD Building Facilities' team to ensure all annual PMs are completed on-time
- **Reporting:** collect data/information for reports, compile and analyze data, draft and submit reports/fees for the 1st and 2nd semi-annual monitoring reports, annual statement of compliance, and the annual operating report
- **Inspections:** partner with CFTOD Building Facilities' team to coordinate and accompany FDEP on inspections. This is typically a two-day inspection every 2 years.
- **Notifications:** partner with CFTOD Building Facilities' team to ensure timely notification of FDEP for any new emission units within 15 days of installation
- **Permitting:** draft, sign, seal and submit air construction and air operation permits for new emission units

The additional scope detailed above will require an estimated five hundred hours annually. This adds approximately \$61,000 in overhead labor costs to the proposed overall FY26 Operational Services Fee.

Expansion of the District Utility System Capital Program

RCES proposes an increase in annual capital spending to support the replacement of end-of-life assets, system expansions, and system capacity requirements. With District approval, the annual investment in Utility capital and expense investments programs

managed by RCES will increase from approximately \$45.0M per year to approximately \$80.0M to \$90.0M. Funding for this program will leverage in-year Planned Work – Capital and Expense funds, the use of Unrestricted Reserve Funds and future capital funds secured through long-term financing.

To support this volume increase in the RCES-managed Utility investment program, RCES proposes a headcount expansion of thirteen (13) employees hired throughout FY26 to support program development and project delivery. This proposed, phased-in headcount expansion adds approximately \$800K to the FY26 Scope of Operational Services.

Details of this headcount expansion are provided in Table 2 below.

TABLE 2

Proposed FY26 Utility Investment Program Headcount Increase			
Function	Role	# of Roles	Scope of Role
Program Development	Program Development Manager	1	Leads newly formed RCES program development team
	Project Analyst	1	Supports program budgetary analysis and forecasting
	Project Planner	1	Consolidates and tracks projects and execution of the overall program
Project Delivery	Project Managers	2	Manages complex projects or projects with investment >\$1.0M
	Associate Project Managers	2	Manages less complex projects and annual programs
	Electrical Engineer	1	Design project management and technical expert owner's representative during construction
	Civil Engineer	1	Design project management and technical expert owner's representative during construction
	Field Representatives	4	Supports inspections and construction oversight for additional project volume across shifts
	Total	13	

Utility Business Affairs (UBA) Expansion for Increased Volume and Workload

Currently, the UBA team has one (1) Energy Marketer that trades electricity real-time (sometimes 7 days a week) to supply the District's electric load. In FY26, RCES proposes adding a second Energy Marketer to the organization driven by an increase in workload created by the District's PPA for a fourth solar array. The Bronson Solar Array is expected in-service in Q1 of FY26. This addition requires increased real-time market transactions to manage solar intermittency through forecasting, selling, purchasing, and balancing within each day. The addition of a second Energy Marketer role also mitigates approximately \$0.7M to \$1.0M in on-going annual risk in the Purchase Power and Fuel (PP&F) financial

portfolio. This proposed, full-year headcount expansion adds approximately \$284K to the FY26 Scope of Operational Services.

Changes and Alterations

The following section describes the proposed FY26 utility investment program that represents changes or alterations to District utility facilities or assets. Projects related to system expansion will cause incremental changes to operations and maintenance in future years. These investments will be included in the overall FY26 utility budget proposal. While these investments are currently planned for FY26, they are subject to change based on several factors such as system priorities, risk, resources, supply chain constraints and funding availability (within the current year's utility rates or unrestricted reserve funds). If program changes are needed, RCES will prioritize investments using prudent utility practices.

Tables 3 and 4 below provide details of proposed capital asset purchases and expense-funded projects. RCES labor to procure and commission these capital assets and provide Design/Support Services for expense-funded projects is included in the FY26 proposed Operational Services Fee.

- ✓ RCES proposes an approximate \$2.0M investment in capital assets for the replacement of existing District utility fleet vehicles, solid waste/recycling containers and equipment and assets.

A summary of the proposed capital assets allowances are found in Table 3.

TABLE 3

Proposed FY26 Annual Allowances for Capital Assets			
Utility	Funding Source	Investment Description	FY26 Cash Flow
Multiple	Planned Work	Vehicle Allowance	\$ 1,000,000
Multiple	Planned Work	Equipment and Assets	\$ 500,000
Solid Waste	Planned Work	Replacement Solid Waste Containers	\$ 500,000
FY26 Forecasted Capital Assets			\$ 2,000,000

RCES proposes approximately \$8.5M in expense projects, programs and allowances funded by a combination of FY26 Planned Work – Expense* and Unrestricted Reserve Funds*. Specific funding sources will be determined during the FY26 District budget process.

A summary of the proposed expense-funded projects and allowances is found in Table 4.

TABLE 4

FY26 Investment in Expense Programs and Projects			
Utility	Investment Type	Investment Description	FY26 \$s
Multiple	Annual Allowance	Expense Allowances	\$ 2,000,000
Multiple	Annual Allowance	Utility Facility Repairs	\$ 500,000
Electric	Annual Program	Substation Structures Refurbishment and Protective Coating Program	\$ 200,000
Electric	Standalone Projects	Emergency Generator Decommissioning at the Epcot Central Energy Plant	\$ 1,000,000
Chilled Water	Recurring on 15 Year Cadence	Chiller Overhaul Program (2 per year @ \$500,000/ea.)	\$ 1,000,000
Chilled Water	Annual Program	Epcot Chilled Water Distribution Piping Protection	\$ 125,000
Hot Water	Standalone Projects	Fuel Oil Pipe Abandonment (formerly supplying boilers) at the Epcot Central Energy Plant	\$ 500,000
Hot Water	Standalone Projects	NSA Central Energy Plant (CEP) Temporary Hot Water Boiler	\$ 850,000
Hot Water	Standalone Projects	High Temperature Hot Water Pipe Grouting	\$ 2,000,000
Wastewater	Standalone Projects	Gravity Sewer Collection System Assessment	\$ 300,000
FY26 Expense Work Program			\$ 8,475,000

Tables 5 and 6 below provide a summary of the proposed annual capital program and major projects funded by future long-term financing, existing Utility Revenue Bonds, Unrestricted Reserve funds or Planned Work-Capital*.

***Definitions:**

Planned Work - Expense: Expense funds planned and recovered in the current year's utility rates.

Planned Work - Capital: Capital funds recovered in the current year's utility rates.

Unrestricted Reserve Funds: Funds pre-collected through utility rates in a prior year.

Note: RCES Design/Support Services labor for the projects listed in Tables 5 and 6 is not included in the FY26 proposed Operational Services Fee or Fee Cap.

RCES proposes a total of approximately \$28.2M in annual capital projects, programs and allowances funded by Planned Work – Capital or Unrestricted Reserve funds. Specific funding sources will be determined during the FY26 District budget process. A summary of the proposed annual capital-funded program is found in Table 5.

TABLE 5

FY26 Proposed Annual Capital Program			
Utility	Investment Type	Investment Description	FY26 \$s
Multiple	FY25 Carryover	Carryover - Projects starting in FY25, to be completed in FY26	\$ 1,500,000
Multiple	Annual Allowances	Emergencies, New Service, Building and Facility Rehabilitation	\$ 6,400,000
Multiple	Annual Programs	Breaker, Valve and Backflow Replacements, Replacements of Obsolete or End-of-Service Life 12,000 volt Electrical Switchgear, Programmable Logic Controllers, Supervisory Control and Data Acquisition (SCADA) and Network Devices	\$ 5,000,000
Multiple	Assets	Vehicles, Equipment, Solid Waste Containers	\$ 2,000,000
Multiple	Standalone Projects	Projects with Less Complex Scope, Building Upgrades, Asset Replacements with Life < 20 yrs., Equipment Purchase for Two (2) 69/12kV Substation Transformers, Full Replacement of the District's Billing Meter System	\$ 13,300,000
FY26 Capital Program			\$ 28,200,000

Additionally, RCES proposes approximately \$41.4M in major utility projects funded by future long-term financing, existing Utility Revenue Bonds or Unrestricted Reserve funds. Specific funding sources will be determined during the FY26 District budget process. A summary of the FY26 cash flows for major utility projects is found in Table 6.

TABLE 6

FY26 Major Projects Funded by Long-Term Financing or Unrestricted Reserve Funds			
Utility	Funding Source	Investment Description	FY26 \$s
Wastewater	2021-1 Bond	Replacement of Duplex Lift Station #59	\$ 1,300,000
Wastewater	2021-1 Bond	Replacement of Duplex Lift Station #46	\$ 500,000
Wastewater	2021-1 Bond	Replacement of Master Lift Station #7	\$ 6,000,000
Wastewater	Future Financing or Reserves	Construct New Master Lift Station in the North Service Area	\$ 500,000
Wastewater	Future Financing or Reserves	At the Water Resource Recovery Facility (WRRF), Construct New Biosolids Dewatering Facility	\$ 500,000
Potable Water	Future Financing or Reserves	Install New Potable Water Well to Replace Former Well Location Designated as Well #2	\$ 250,000
Electric	2021-1 Bond	Phase 3 Replacement of Live Front 12,000 volt Switches	\$ 1,600,000
Electric	2021-1 Bond	12,000 volt Electric System Expansion to Supply New Customer - Project Sparrow	\$ 250,000
Electric	2021-1 Bond	Replacement of Two (2) 69/12 kV Substation Transformers at Theme Park Substation	\$ 500,000
Electric	Future Financing or Reserves	Replacement of Indoor Dry-Type 12,000 volt Transformers	\$ 1,250,000
Electric	Future Financing or Reserves	Replacement of High Potential Load-Break 12,000 volt Switches	\$ 1,250,000
Electric	Future Financing or Reserves	12,000 volt Electric System Expansion to Supply New Customers from Victory Way and Northwest Substations	\$ 5,000,000
Hot Water	2018-2 and 2021-2	Reconstruct Hot Water Plant at the Central Energy Plant (CEP) in the North Service Area	\$ 8,000,000
Hot Water	Future Financing	Replace 27 MMBtu Boiler at the Epcot Central Energy Plant (ECEP)	\$ 500,000
Hot Water	Future Financing	Replace Failed Hot Water Pipe in the Epcot Hot Water Distribution System	\$ 4,000,000
Chilled Water	2021-2	Studios North Central Energy Plant (SNCEP) Replacement of Motor Control Centers (MCCs) A and B	\$ 1,500,000
Chilled Water	Future Financing	Studios South Central Energy Plant (SSCEP) Expansion - Add 1,000 Ton Chiller, Cooling Tower and Related Equipment	\$ 2,500,000
Chilled Water	2018-2 and Future Financing	Epcot Central Energy Plant (ECEP) Cooling Tower Basin Improvements	\$ 1,500,000
Chilled Water	Future Financing	Epcot Central Energy Plant (ECEP) Chilled Water Secondary Pump Replacement (Design)	\$ 500,000
Chilled Water	Future Financing	Replace Failed Chilled Water Pipe in the Epcot Chilled Water Distribution System	\$ 4,000,000
Major Projects Total			\$ 41,400,000

END OF SECTION III

Section IV

Estimated Design/Support Services Fee for Capital-Funded Projects

In FY26, RCES forecasts approximately \$3.4M in billable labor to provide Design/Support Services as described in Section 7.1.2 of the Agreement for capital projects funded by future long-term financing, Utility Revenue Bonds, Planned Work - Capital or Unrestricted Reserve funds. The \$3.4M in Design/Support Services is incremental to the FY26 Operational Services Fee of \$39,497,281.

Design/Support Services labor is capital, and it is included in the FY26 cash flow line-item estimates shown in Tables 5 and 6. The proposed \$3.4M in Design/Support Services represents 4.9% of the overall FY26 utility funded capital program with an approximate value of \$69.6M.

- Approximately \$1.9M in forecasted RCES Labor supports the FY26 annual capital program
- Approximately \$1.5M in forecasted RCES Labor supporting major capital projects
- RCES Design/Support Services labor dollars to support the District roadway project, World Drive North (WDN) Phase III, are not included in the estimates above or the FY26 Operational Services Fee. RCES labor costs (soft costs) for WDN Phase III are paid by District Ad Valorem bonds

The \$3.4M in proposed Design/Support Services for capital utility-funded projects represents 32,301 hours of labor at an average annual hourly billing rate of \$106.26.

- The proposed FY26 Design/Support Services billable labor dollars are approximately 37% above the FY25 Design/Support Services estimated billable labor dollars
- The FY26 Design/Support Services billable hours are also almost 34% higher than the FY25 Design/Support Services hours
- The increase in Design/Support Services billable dollars and hours is driven by the proposed thirteen (13) incremental headcount required to support the increase in the RCES-managed utility investment program
- The FY26 labor rate is 2.6% higher than the FY25 labor rate. This increase is due to the annual salary and benefit increases partially offset by a beneficial salary mix from the proposed incremental program development and project delivery headcount additions comprised primarily of mid-to-entry level salaried employees.

Tables 7 and 8 below compare details of FY25 to FY26 Design/Support Services billable dollars, hours, and rate.

TABLE 7

FY25 to FY26 Comparison of Forecasted RCES Design/Support Services Billable Dollars				
Billable Category	FY25	FY26	Variance \$s	Variance %
Projects Funded by Annual Capital Requirements	\$ 1,303,532	\$ 1,932,498	\$ 628,966	48.3%
Major Utility Projects	\$ 1,194,663	\$ 1,499,605	\$ 304,942	25.5%
Total	\$ 2,498,195	\$ 3,432,103	\$ 933,908	37.4%

TABLE 8

FY25 to FY26 Comparison of RCES Design/Support Services Billable Hours				
Billable Category	FY25	FY26	Variance Hrs.	Variance %
Projects Funded by Annual Capital Requirements	12,944	18,461	5,517	42.6%
Major Utility Projects	11,178	13,839	2,661	23.8%
Total	24,122	32,301	8,179	33.9%

Rate	FY25	FY26	Variance \$	Variance %
Avg. Annual Hourly Rate for Design/Support Services	\$ 103.57	\$ 106.26	\$ 2.69	2.6%

Note: RCES’s project design and construction model uses internal labor for project planning, design oversight, project management activities and inspections. RCES also engages external Consultants and Contractors for detailed design and engineering support for bidding, construction, project closeout services, and other appurtenant tasks needed for project delivery. RCES will coordinate with District procurement personnel for contracting with the required Consultants and Contractors.

END OF SECTION IV

Section V

RCES Labor Summary for Operational Services and Estimated Design/Support Services

A summarized view of the FY26 Scope of Operational Services billing quantities for the overall RCES organization and by department is found below in Table 9.

TABLE 9

FY26 Scope of Operational Services Billing Quantity Details			
	Hours	Average Rate	Dollars
Reedy Creek Energy Services	430,496	\$ 91.75	\$ 39,497,281
<i>District Plant and Maintenance Operations</i>	<i>119,464</i>	<i>\$ 90.07</i>	<i>\$ 10,759,907</i>
Central Energy Plant	25,379	\$ 96.60	\$ 2,451,586
Epcot Central Energy Plant	27,102	\$ 87.04	\$ 2,359,002
Central Maintenance	66,983	\$ 88.82	\$ 5,949,319
<i>Electric Operations</i>	<i>102,279</i>	<i>\$ 105.58</i>	<i>\$ 10,798,449</i>
Electric Utility Overall Operations	102,279	\$ 105.58	\$ 10,798,449
<i>Gas, Water & Waste Resources Compliance</i>	<i>145,071</i>	<i>\$ 77.67</i>	<i>\$ 11,268,345</i>
Gas	13,528	\$ 89.87	\$ 1,215,721
Water	21,676	\$ 79.17	\$ 1,716,058
Wastewater	33,540	\$ 81.24	\$ 2,724,782
Solid Waste	76,328	\$ 73.52	\$ 5,611,785
<i>Utility and Facility Integration</i>	<i>13,578</i>	<i>\$ 86.08</i>	<i>\$ 1,168,757</i>
Network Services	4,793	\$ 119.55	\$ 573,032
Warehouse & Purchasing	8,785	\$ 67.81	\$ 595,725
<i>Engineering and Programs</i>	<i>39,823</i>	<i>\$ 102.91</i>	<i>\$ 4,098,114</i>
Project Delivery	15,408	\$ 111.01	\$ 1,710,445
Sustaining Engineering	7,388	\$ 124.48	\$ 919,681
Utility Mapping	17,027	\$ 86.22	\$ 1,467,987
<i>Utility Business Affairs</i>	<i>10,280</i>	<i>\$ 136.54</i>	<i>\$ 1,403,709</i>
Utility Business Affairs Overall	10,280	\$ 136.54	\$ 1,403,709

FY26 RCES Labor Assumptions:

- 1,804 hours per year is a full-time equivalent (FTE) with a 53rd week
- 4.0% overtime for eligible roles
- 2% overall reduction in forecasted billable hours to reflect organizational attrition
- 3.7% to 4.0% in annual employee salary increases
- 1% increase in employee benefit costs
- The margin percentage is unchanged from FY25 to FY26

Summary of the RCES FY26 Proposal for Operational Services and Design/Support Services:

The RCES billable hours forecasted to support District utilities is 462,796 hours which represents 257 FTEs at an overall average hourly rate of \$92.76. This includes all labor for the proposed FY26 Scope of Operational Services and Design/Support Services associated with capital projects funded by Planned Work-Capital, Unrestricted Reserves, Utility Revenue Bonds, or future long-term financing. The total forecasted RCES billing for these comprehensive utility services is \$42,929,384.

Table 10 below summarizes the hours and rate for FY26 comprehensive District utility services and Table 11 compares the overall FY25 and FY26 forecasted billing for District utility services.

TABLE 10

FY26 RCES Summarized Forecasted Charges for District Utility Services			
RCES Support	Hours	Average Rate	Dollars
Operational Services	430,496	\$91.75	\$ 39,497,281
Design/Support Services	32,301	\$106.26	\$ 3,432,103
Total FY26 Forecasted Billing	462,796	\$ 92.76	\$ 42,929,384

TABLE 11

FY25 to FY26 Variance in Forecasted RCES Billable Charges for Utility Services				
	FY25	FY26	Variance	
	\$s	\$s	\$s	%
Operational and Design Support Services	\$37,656,116	\$ 42,929,384	\$ 5,273,268	14%

The approximate \$5.3M, or 14%, increase in expected billing in FY26 is primarily driven by:

- Annual increases in salary and employee benefit costs
- Expansions to the FY26 RCES Scope of Operational Services
- Incremental capital labor hours associated with Design/Support Services resulting from the expansion of the RCES-managed utility investment program
- The 53rd week in fiscal year 2026

Billing Rate Details: The overall FY26 RCES average annual hourly billable labor rate is \$92.76 for all hours supporting the Operational Scope of Services and Design/Support Services. Figure 2 and Table 12 below show the components of this average billable rate.

FIGURE 2

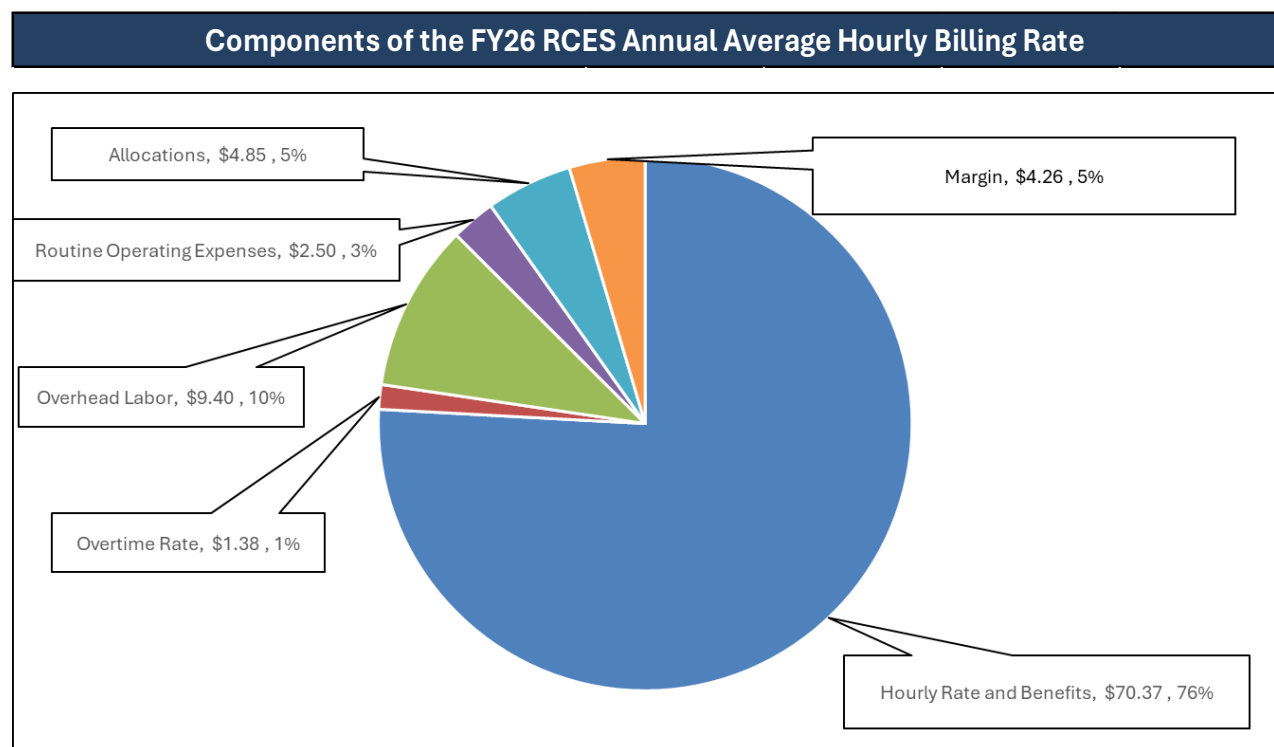


TABLE 12

RCES FY26 Average Billable Rate Components		
Direct Labor Expenses		
Hourly Rate	\$ 70.37	Includes Raw Hourly Rate, Merit Increases and All Employee Benefits
Overtime Rate	\$ 1.38	Reflects 4.0% Overtime for Eligible Roles
Administrative Overhead Expenses		
Overhead Labor	\$ 9.40	RCES Staff Labor for Overhead Roles including Executives, Senior Managers, Enterprise Asset Management and Analytical and Administrative Support
Allocations	\$ 4.85	Includes RCES Indirect Overhead, Financial Services Labor and WDW Allocations that Support RCES
Margin	\$ 4.26	Dollars Collection Beyond Hourly Rate, Overtime, Overhead Labor, Allocations and Routine Expenses
Routine Operating Expenses	\$ 2.50	Includes Supplies, Personal Safety Equipment, Depreciation, Travel and Expense
Average Hourly Billable Rate	\$ 92.76	

Per the Amended and Restated Labor Services Agreement, RCES will be reimbursed for actual and direct expenses, including RCES's reasonable administrative overhead expenses. For FY26, RCES's administrative overhead expenses are \$9.7M in overhead labor and fixed costs that have been calculated based on the 462,796 of forecasted billable labor hours. Table 12 above demonstrates how these costs are divided across each labor hour (for an annual average hour) and added to direct labor to form labor rates that are invoiced monthly to the District. If the total number of hours invoiced to the District in FY26 is less than the amount forecasted in this section, RCES will not receive sufficient reimbursement for its reasonable administrative overhead expenses. To ensure the recovery of these expenses, RCES will provide the CFTOD Accounting and Finance Team with regular communication during FY26 informing the District of the billing hours incurred compared to the forecasted budget. In July 2026, RCES will provide the CFTOD Accounting and Finance Team with a year-to-date and year-to-go estimate on how the labor costs are actualizing compared to the agreed upon budgeted amount. If the total hours invoiced for the year is lower than budgeted (under-collected), RCES will provide an invoice for reimbursement to the District to true-up for the reasonable FY26 administrative overhead costs by no later than November 15, 2026.

END OF SECTION V

Appendix A

Board Resolutions

The following appendix contains these documents:

- Resolution 592 re. Energy Risk Management Policy Revision
- Resolution No 613, Repealing 522
- Resolution No 614, Repealing 524
- Resolution No 615, Repealing 544

RESOLUTION NO. 592
A RESOLUTION AMENDING ENERGY RISK MANAGEMENT POLICY
AND PROVIDING FOR AN EFFECTIVE DATE

The Board of Supervisors ("**Board**") of the Reedy Creek Improvement District, a political subdivision of the State of Florida ("**District**"), by having its President affix his signature hereto, hereby consents to and takes the following actions and adopts the following resolutions (collectively, "**Resolution**") in accordance with Chapter 67-764 and the applicable provisions of Chapter 298, Florida Statutes.

WHEREAS, the District previously adopted an Energy Risk Management Policy (the "**ERMP**") and an Energy Risk Management Procedures Manual (the "**ERMPM**"), which enabled the District, through the Energy Risk Management Oversight Committee (the "**ERMOC**") established by the ERMP, to enter into financial hedging agreements and contracts ("**Hedge Transaction**") with third parties ("**Third Parties**"), pursuant to enabling agreements approved by the Board from time to time (the "**Approved Enabling Agreements**"), for the purpose of reducing the price volatility of the natural gas and natural gas sourced electricity the District purchases and to minimize the District's financial risk exposure resulting from price uncertainty in the natural gas and natural gas sourced electricity markets; and

WHEREAS, the District desires to amend the ERMP to increase the ERMOC's hedging volume authority in the fourth year of each five-year plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

Section 1. Incorporation. All findings and statements in the foregoing preamble, including the definition of all terms therein, are hereby incorporated herein by reference, as if fully repeated herein.

Section 2. Approval and Adoption of Amended Energy Risk Management Policy. The Board hereby approves and adopts the amendments to the Energy Risk Management Policy attached as **Exhibit A** to this Resolution.

Section 3. Effective Date. The Resolution shall become effective on the date of adoption by the Board of Supervisors of the District.

IN WITNESS WHEREOF, the undersigned has executed this Resolution, this 24th day of May, 2017.

REEDY CREEK IMPROVEMENT DISTRICT

By: _____

Don Greer,
President of the Board of Supervisors

ATTESTED: _____

By: _____

John H. Classe, Jr., District Administrator

EXHIBIT A

Reedy Creek Improvement District Energy Risk Management Policy

This Energy Risk Management Policy (ERMP) establishes and describes Reedy Creek Improvement District's policy regarding hedging, which is controlling the level of price risk exposure involved in the normal course of Reedy Creek Improvement District's natural gas and natural gas sourced electric purchasing activities. The ERMP identifies the governance and controls under which Reedy Creek Improvement District may engage in hedging activities solely to reduce the volatility of natural gas and natural gas sourced electric prices to minimize financial risk exposure resulting from price uncertainty in the natural gas and natural gas sourced electric markets.

Policy Statement

Reedy Creek Improvement District (RCID) shall at no time engage or enter into hedging transactions that are speculative in nature. Speculation is defined as entering into hedging transactions in excess of underlying physical volumes purchased by RCID.

Risk

RCID's financial risk exposure involves the adverse fluctuations in prices of electricity and natural gas that could subject RCID's customers to cost volatility, as well as uncertainty for RCID in budgeting, planning cash flow, and rate setting.

Organizational Structure and Responsibilities

RCID

The RCID Board shall approve this ERMP and all revisions. The RCID Board shall at least quarterly receive a report on the activities under this ERMP for the preceding calendar quarter.

Energy Risk Management Oversight Committee (ERMOC)

The ERMOC shall consist of the District Administrator (or, in the District Administrator's absence, the Deputy District Administrator, District Treasurer or District Comptroller) and the following employees of Reedy Creek Energy Services: Vice President, Utilities – RCES; Director, Utility Business Affairs – RCES; and Finance Manager – RCES. The ERMOC shall determine and make recommendations on appropriate hedging strategies and specific hedging transactions within the limits of the ERMP. The ERMOC shall make timely recommendations regarding hedge transactions to the District Administrator (or, in the District Administrator's absence, the Deputy District Administrator, District Treasurer or District Comptroller) and all hedge transactions shall be subject the review and approval of the District Administrator (or in the District Administrator's absence, the Deputy District Administrator, District Treasurer or District Comptroller). Notwithstanding the foregoing, no hedge transactions exceeding the

Authorization Limits set forth below shall be approved or entered into without the approval of the RCID Board.

Each approved hedge transaction shall be documented specifying (i) the purpose of the hedge, (ii) hedge instruments to be used; (iii) volume of commodity purchases hedged; (iv) the financial position taken under the hedge transaction; and (v) the duration of the hedge.

The Energy Risk Management Procedures Manual (ERMPM) specifies procedures for execution of hedge transactions, separation of control, tracking of hedge positions, compliance with ISDA agreements, monitoring, reporting and other necessary procedures. The ERMOC shall monitor compliance by designated departments with the ERMPM. The ERMOC shall develop and present the ERMPM to the District Administrator and District Comptroller for review and approval. Any changes to the ERMPM shall be subject to review and approval by the District Administrator and District Comptroller.

The ERMOC intends to meet bi-weekly or more frequently if necessary to ensure that all activities are in compliance with the ERMP. The ERMOC may meet and conduct business either in person or telephonically and can conduct business with less than all members attending provided that the District Administrator, Deputy District Administrator, District Treasurer or District Comptroller is present.

RCID Audit Committee

The RCID Audit Committee (RAC) established by the RCID Board pursuant to Section 218.391, Florida Statute, shall monitor the activities of the ERMOC to insure compliance with the ERMP. The RAC shall meet at least quarterly to review a report prepared by the ERMOC on activities for the preceding period. The RAC shall report on the ERMOC activities and results to the RCID Board.

RCID Qualified Independent Representative

As contemplated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203, 124 Stat. 1376) and the Business Conduct Standards for Swap Dealers and Major Swap Participants with Counterparties (17 CFR parts 4 and 23), RCID may decide from time to time to engage a person or entity (including a third party or an employee of RCID) to evaluate the fair pricing and appropriateness of RCID's hedging transactions, each such individual or entity being referred to as a "Qualified Independent Representative" or "QIR". This portion of the ERMP is intended to ensure that any QIR engaged by RCID is capable of evaluating such transactions and exercises independent judgment in making such evaluations. The Board must approve the selection and engagement of any QIR.

If and when the District engages a QIR, the ERMOC shall be responsible for ensuring that the QIR initially meets and continually satisfies the following requirements (the **QIR Requirements**):

- (1) **Sufficient Knowledge:** The QIR has sufficient knowledge to evaluate the District's hedging transactions and associated risk;
- (2) **No Statutory Disqualification:** The QIR is not subject to "statutory disqualification" – meaning grounds for refusal to register or to revoke, condition or restrict the registration of any registrant or applicant for registration as set forth in Sections 8a(2) and 8a(3) of the Commodity Exchange Act;
- (3) **Independence:** The QIR is independent of the specific counterparties with which the District is engaging in hedging transactions;
- (4) **Best Interest of RCID:** The QIR is willing to undertake a duty to act in the best interest of the District in evaluating the District's hedging transactions;
- (5) **Disclosures:** The QIR has the ability and is willing to agree to make appropriate and timely disclosures to the District relating to the District's hedging transactions;
- (6) **Evaluation:** The QIR has contractually agreed to evaluate, consistent with any guidelines provided by the District, fair pricing and appropriateness of the District's hedging transactions; and
- (7) **Restrictions on Political Contributions:** The QIR is subject to restrictions on certain political contributions imposed by the Commodities Futures Trading Commission (CFTC), the Securities and Exchange Commission (SEC), or a self-regulatory organization subject to the jurisdiction of the CFTC or the SEC.

The ERMOC shall be responsible for monitoring from time to time the actions of the QIR to ensure that the QIR continues to meet the QIR Requirements and to promptly take appropriate action in the event that the QIR ceases to meet the QIR Requirements.

As part of its quarterly report to the Board, the RAC shall specifically review the actions of the ERMOC in monitoring the QIR's compliance with the QIR Requirements and shall specifically include in its report to the RCID Board the results of such review.

Hedging Instruments

The following instruments are authorized for use for hedging activities with respect to natural gas and natural gas sourced electric purchases subject to the limitations set forth in this ERMP.

- Fixed price contracts for specified periods.
- Variable price contracts for specified periods.
- Futures prices contracts for specified periods.
- Swap contracts to convert from a fixed price to floating price or a floating price to fixed price.
- Financial derivative product contracts to establish a floor price, ceiling price or a ranged collar price.

Hedging instruments may involve payment or receipt of a premium to execute a position. Hedging instruments may be executed financially through ISDA enabling agreements (with each ISDA enabling agreement approved by the RCID Board) or as part of a physical transaction. Hedging instruments may be exchange traded, over the counter or provided through contractual provisions by a physical provider.

Authorization Limits

The hedging transactions that may be entered into pursuant to the ERMP shall be subject to the following volume and pricing limits.

Volume Limits

Upon the recommendation of the ERMOC, the District Administrator (or, in the absence of the District Administrator, the District Treasurer or District Comptroller) may approve and authorize the execution of one or more natural gas or natural gas sourced electric purchase hedge transactions permitted under this ERMP provided that the aggregate of all hedge transactions for a given fiscal year do not exceed the following MMBTU volume limits.

- For the then current fiscal year and subsequent three fiscal years – 80% of the then current District natural gas and electric utility five-year plan approved by the RCID Board or its designee MMBTU volumes (including equivalent volumes for the District's customers, the District's cogenerator and the District's natural gas sourced electric purchases). Equivalent volumes for the District's cogenerator are determined as amounts necessary to produce the same MWH's of energy. Equivalent volumes for the District's natural gas sourced electric purchases are determined as amounts necessary to produce the same MWH's of energy. The foregoing limitation shall apply to the then current fiscal year and the subsequent three fiscal years.
- For the following fiscal year (i.e. for the 4th fiscal year after the then current fiscal) – 50% of the then current District natural gas and electric utility five-year plan MMBTU volumes (including equivalent volumes for the District's customers, the District's cogenerator and the District's contracted natural gas sourced electric purchases).
- Example 1: if the then current (FY2017) District natural gas and electric utility five-year plan is one million MMBTU, then during FY2017, RCID may enter into hedge transactions under this ERMP for up to 800,000 MMBTU of natural gas to be delivered in FY2017 and each of FY 2018 through 2020 and for up to 500,000 MMBTU of natural gas to be delivered in FY 2021.
- Example 2: if the then current FY2018 District natural gas and electric utility five-year plan is also one Million MMBTU and assuming that in FY2017 RCID hedged 500,000 MMBTU of natural gas to be delivered in FY2021, then in FY2018, RCID can hedge an additional 300,000 MMBTU of natural gas to be delivered in FY2021 (for a total hedge of natural gas to be delivered in FY2021 of 80% of FY2018 the then current District natural gas and electric utility five-year plan).

Volumes limits shall only be increased, and may be decreased or otherwise modified, by specific authorization of the RCID Board.

Pricing Limits

Upon the recommendation of the ERMOC, the District Administrator (or, in the absence of the District Administrator, the District Treasurer or District Comptroller) may approve and authorize

the execution of one or more natural gas purchase hedge transactions permitted under this ERMP provided that the weighted average fixed or ceiling price for each hedge transaction (averaged over the duration of the hedge transaction) is not more than twenty five percent (25%) over the then current District natural gas and electric utility five-year plan weighted average natural gas price for the calendar months in which the hedge transaction will be effective.

The weighted average of a fixed or ceiling price and the weighted average of the budgeted natural gas price shall be determined as follows: (1) for each month during the proposed hedge transaction, multiplying each applicable monthly price by the budgeted or hedge volume, as the case may be, for that month; (2) adding all of the monthly amounts; and (3) dividing the sum by the total number of MMBTU for the duration of the hedge transaction. For example if for January 2017 the then current District natural gas and electric utility five-year plan volume is 100,000 MMBTU and the then current District natural gas and electric utility five-year plan natural gas price is \$4/MMBTU and for February 2017 the then current District natural gas and electric utility five-year plan volume is 200,000 MMBTU and the then current District natural gas and electric utility five-year plan natural gas price is \$4.50/MMBTU, the weighted average natural gas price for January and February, 2017 is \$4.33/MMBTU ($(\$4/MMBTU * 100,000 MMBTU + \$4.50/MMBTU * 200,000 MMBTU) / 300,000 MMBTU$).

Example 1: If, in FY2017, the weighted average of the then current District natural gas and electric utility five-year plan natural gas price for the each year is \$4/MMBTU, then in FY2017 through FY2021, RCID may enter into hedge transactions for natural gas delivered in FY2017 through FY2021 with a weighted average ceiling price of up to \$5.00/MMBTU, subject to the volume limitations above. Example 2: If the weighted average of the then current District natural gas and electric utility five-year plan natural gas price for January and February, 2017 is \$5.00/MMBTU, and the then current District natural gas and electric utility five-year plan natural gas price for January, 2017 is \$4.50/MMBTU and the then current District natural gas and electric utility five-year plan natural gas price for February, 2017 is \$5.50/MMBTU, RCID may enter into a hedge agreement for 100,000 MMBTU of natural gas to be delivered in each of January and February, 2017 with a ceiling price of \$5.63/MMBTU for gas delivered in January, 2017 and a ceiling price of \$6.88/MMBTU for gas delivered in February, 2017 (the weighted average ceiling for this hedge transaction being \$6.25/MMBTU, which is 25% over the weighted average budgeted natural gas price of \$5.00/MMBTU).

Pricing limits shall only be modified, by specific authorization of the RCID Board.

Accounting Treatment

The District's fuel-related derivative transactions are recorded at fair value in accordance with GASB Statement No. 53 as either an asset or liability depending on their fair value and the related unrealized gains and/or losses for effective hedges are deferred. Realized gains and losses on these transactions are recognized as fuel expense in the specific period in which the instrument is settled.

ERMP Review

At least on an annual basis following approval of this ERMP, the ERMOC and the RAC will jointly review the ERMP with regard to adequacy and effectiveness, and recommend necessary changes, if any, to the RCID Board.

This ERMP may be revoked or modified by the RCID Board at any time.

EXHIBIT B

Reedy Creek Improvement District Energy Risk Management Procedures Manual

This Energy Risk Management Procedures Manual (ERMPM) is established pursuant to the RCID Energy Risk Management Policy (ERMP) established to control the level of price risk exposure involved in the normal course of RCID's natural gas purchasing and selling activities. The ERMP identifies the governance and controls under which RCID may engage in hedging activities solely to reduce the volatility of natural gas prices to minimize financial risk exposure resulting from price uncertainty in the natural gas markets.

This ERMPM establishes and describes RCID's procedures for execution of hedge transactions, separation of control, tracking of hedge positions, compliance with ISDA agreements, monitoring, reporting and other items. All ERMPM procedures and activities shall be performed within the limits of the ERMP.

Execution, Control, Tracking and Reporting of Hedge Transactions

The Energy Risk Management Oversight Committee (ERMOC) established pursuant to the ERMP consists of the District Administrator (or, in the District Administrator's absence, the District Treasurer or District Comptroller); VP, Utilities – RCES; Director, Utility Business Affairs – RCES; and Finance Manager – RCES. The ERMOC responsibilities are to determine and make timely recommendations for appropriate hedging strategies subject to the review and approval of the District Administrator (or, in the District Administrator's absence, the District Treasurer or District Comptroller) within the limits of the ERMP.

A recommendation by the ERMOC, approved by the District Administrator (or, in the District Administrator's absence, the District Treasurer or District Comptroller) shall be documented with each hedging decision specifying (i) the purpose of the hedge, (ii) hedge instruments to be used, (iii) volume of commodity being hedged, (iv) the financial position taken under the hedge transaction, and (v) the duration of the hedge. Prior to approval of the recommended hedge decision, verification will be provided to the ERMOC by the Director, Utility Business Affairs – RCES that the recommended hedge decision is in compliance with the authorization limits and types of hedging instruments specified in the ERMP.

RCES authorized representatives pursuant to the RCID Resolution approving limited signatory authority shall execute the RCID approved hedge decision utilizing RCID approved ISDA enabling agreements or RCID approved NAESB enabling agreements. RCES authorized representatives shall (i) solicit quotes from approved entities (several quotes shall be solicited, if possible, and market indices shall be referenced for competitive comparison), (ii) selection will be made for the most favorable quoting entity (several factors shall be evaluated in determining the most favor quoting entity, such as price, entity credit rating, potential Exposure related to Threshold Amount under ISDA agreement, flexibility of financial versus physical hedge

transaction, experience, entity relationship), (iii) execute applicable confirmation/transaction, (iv) immediately distribute confirmation electronically (email or fax) to the District Administrator, District Comptroller and Finance Manager – RCES, and (v) immediately distribute electronically a summary (purpose, instrument, volume, financial position and duration) of all previously non-expired hedge transactions to the District Administrator, District Comptroller and Finance Manager – RCES.

Compliance with ISDA Agreements and Monitoring

RCES authorized representatives shall take all necessary action to comply with applicable provisions for ISDA and NAESB agreements under which hedge transactions have been executed. Those actions include, among other things, payments, notices, other agreement requirement actions and monitoring, entity credit rating monitoring and other requirements of a Specified Transaction under an ISDA. A RCES representative shall calculate Exposure for executed Specified Transactions under ISDA agreements on a daily basis. If the Exposure exceeds the defined Threshold, the RCID Comptroller shall be notified immediately for posting or receipt of Collateral as defined in the ISDA agreement. Routine information requirements, such as providing financial statements, shall be the responsibility of the District Comptroller. Any compliance issue identified shall be immediately communicated to all members of the ERMOC for resolution.

QIR Selection and Compliance Monitoring

If and when RCID decides to engage a person or entity (including a third party or an employee of RCID) to evaluate the fair pricing and appropriateness of RCID's hedging transactions (each such individual or entity being referred to as a "Qualified Independent Representative" or "QIR"), the ERMOC shall be responsible for ensuring the following:

- A. That RCID can represent in writing to each of its swap counterparties that it has complied in good faith with these written QIR Selection and Compliance Monitoring Procedures and RCID is selecting a QIR that satisfies the QIR Requirements (as defined below), and that such policies and procedures provide for ongoing monitoring of the performance of the QIR.
- B. In determining whether a QIR is capable of evaluating recommendations regarding swap transactions on behalf of RCID, the ERMOC will consider the following factors (collectively the "**QIR Requirements**"):
 1. **Sufficient Knowledge:** The QIR has sufficient knowledge to evaluate the District's hedging transactions and associated risk and makes this representation at (i) commencement of the District's engagement of the QIR and (ii) at the time each hedging transaction is evaluated by the QIR;
 2. **No Statutory Disqualification:** The QIR is not subject to "statutory disqualification" – meaning grounds for refusal to register or to revoke, condition or restrict the registration of any registrant or applicant for registration as set forth in Sections 8a(2) and 8a(3) of the Commodity Exchange Act and makes this

representation at (i) commencement of the District's engagement of the QIR and (ii) at the time each hedging transaction is evaluated by the QIR;

3. **Independence:** The QIR is independent of the specific counterparties with which the District is engaging in hedging transactions and makes this representation at (i) commencement of the District's engagement of the QIR and (ii) at the time each hedging transaction is evaluated by the QIR;
4. **Best Interest of RCID:** The QIR has contractually undertaken a duty to act in the best interest of the District in evaluating the District's hedging transactions and represents that it is and will continue to do so at the time each hedging transaction is evaluated by the QIR;
5. **Disclosures:** The QIR has contractually agreed to make and is making appropriate and timely disclosures to the District relating to the District's hedging transactions;
6. **Evaluation Capability:** The QIR has contractually agreed to evaluate, and is evaluating, consistent with any guidelines provided by the District, fair pricing and appropriateness of the District's hedging transactions; and
7. **Restrictions on Political Contributions:** The QIR has represented and warranted to the District that the QIR is subject to restrictions on certain political contributions imposed by the Commodities Futures Trading Commission (CFTC), the Securities and Exchange Commission (SEC), or a self-regulatory organization subject to the jurisdiction of the CFTC or the SEC.

C. In determining whether a QIR meets QIR Requirements 1 and 6 (Sufficient Knowledge and Evaluation Capability), the ERMOC may consider one or more of the following factors, and any other factors that the ERMOC deems appropriate:

1. Actual experience trading over-the-counter and cleared derivative transactions on behalf of a buy-side or sell-side entity. Both the length of such experience and the types of transactions with which such representative has experience may be considered.
2. Formal training in the mechanics of over-the-counter and cleared derivative transactions, the valuation of such transactions and the uses of such transactions.
3. Educational background, including finance-related coursework.
4. Knowledge of RCID's use of swap transactions (including any regulatory, contractual or internal limitations on such use) and existing swaps portfolio.
5. Knowledge of RCID's trading strategy or hedging strategy, as applicable.
6. Knowledge of underlying transactions that RCID hedges using swap transactions (if applicable).
7. Knowledge of market factors that may affect the derivatives market and ability to monitor and evaluate such factors on a regular basis.
8. Knowledge of RCID's swap counterparties including the counterparty risk associated with such counterparties, and the ability to monitor and evaluate such risk on a regular basis.
9. Demonstrated ability to obtain appropriate legal and other professional advice regarding derivatives matters, as appropriate.

10. Any applicable supervision of such representative's swaps trading activities on behalf of RCID.
- D. In determining whether a QIR meets QIR Requirement 3 (Independence), the QIR will be considered independent of RCID's swap counterparties if:
 - a. The QIR is not and, within one year of representing RCID in connection with the swap, was not an "Associated Person" of the swap counterparty;
 - b. There is no principal relationship between the QIR and the swap counterparty;
 - c. The QIR contractually agrees to, and does, provide timely and effective disclosures to RCID of all material conflicts of interest that could reasonably affect the judgment or decision making of the representative with respect to its obligations to RCID;
 - d. The QIR represents to RCID that it has and complies with policies and procedures reasonably designed to manage and mitigate such material conflicts of interest;
 - e. The QIR is not directly or indirectly, through one or more persons, controlled by, in control of, or under common control with the swap entity; and
 - f. The swap counterparty did not refer, recommend, or introduce the QIR to RCID within one year of the QIR's representation of RCID in connection with the swap.
- E. For purposes of determining a QIR's independence, "Associated Person" of a swap counterparty means a person who is associated with a swap counterparty as a partner, officer, employee, or agent (or any person occupying a similar status or performing similar functions), in any capacity that involves: (i) the solicitation or acceptance of swaps; or (ii) the supervision of any person or persons so engaged. The term "associated person" does not include any person associated with a swap counterparty the functions of which are solely clerical or ministerial.
- F. the ERMOC shall ensure that the QIR is advised of all swap transactions to be entered into by RCID.
- G. The ERMOC will:
 1. ensure that a QIR is not engaged unless and until the QIR enters into a contract with RCID in which the QIR contractually agrees to comply with the QIR Requirements;
 2. ensure that the contract engaging the QIR includes specific representations and warranties by the QIR that
 - (a) the QIR does and will continue to meet each of the QIR Requirements; and
 - (b) the QIR has policies and procedures reasonably designed to ensure that it continues to satisfy the QIR Requirements;
 3. ensure that every evaluation of a swap by the QIR will reiterate all of the QIR's representations and warranties; and
 4. provide for ongoing monitoring of the performance of the QIR in accordance with the QIR Requirements.
- H. At least quarterly, the ERMOC shall review whether a QIR continues to satisfy the QIR Requirements and otherwise remains capable of evaluating recommendations

regarding swap transactions on behalf of RCID and report the review to the RAC.

Report

The ERMOC shall provide a comprehensive report to the RAC and RCID Board each quarter on the activities under the ERMP for the preceding period.

ERMPM Review

At least once during the first 12 months and on an annual basis subsequently following approval of this ERMPM, the District Administrator and District Comptroller shall review the ERMPM with regard to adequacy and effectiveness, compliance with the ERMP and make necessary changes.

Dated May 24, 2017

RESOLUTION NO. 613

**A RESOLUTION AUTHORIZING CERTAIN LIMITED
SIGNATORY AUTHORITY: REPEALING RESOLUTION
NO. 522
AND PROVIDING FOR AN EFFECTIVE DATE**

The Board of Supervisors ("**Board**") of the Reedy Creek Improvement District, a political subdivision of the State of Florida ("**District**"), by having its President affix his signature hereto, hereby consents to and takes the following actions and adopts the following resolutions (collectively, "**Resolution**") in accordance with Chapter 67-764 and the applicable provisions of Chapter 298, Florida Statutes.

WHEREAS, the District enters into agreements and contracts ("**Contracts**") with third parties ("**Third Parties**") for the purpose of buying and selling electricity and making arrangements for the transmission of same; and

WHEREAS, the District currently has existing Contracts with such Third Parties; and

WHEREAS, the Contracts contain certain provisions, references to tariff obligations, operational procedures, transaction alternatives, schedules and exhibits (collectively, "**Schedules**") requiring compliance with and/or completion of same subsequent to the respective effective dates of such Contracts; and

WHEREAS, the District has determined that there is a need to facilitate the execution of necessary documents and instruments in connection with the Schedules, and the need for authority to designate certain officers of the District and certain employees of Reedy Creek Energy Services ("**RCES**") to approve, execute and/or complete all such necessary documents and instruments in connection with the Schedules.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

Section 1. Incorporation. All findings and statements in the foregoing preamble, including the definition of all terms therein, are hereby incorporated herein by reference, as if fully repeated herein.

Section 2. Authorized Parties; Limited Authority. The following parties: (a) District Administrator; (b) Deputy District Administrator; (c) Vice President, RCES & Transportation Engineering Services (d) Director, RCES; (e) Manager, Energy Planner; (the individuals identified in clauses (a) through (e) are, collectively, the "**Senior Authorized Parties**", and, individually, a "**Senior Authorized Party**"; (f) Sr. Energy Analyst; (g) Sr. Business Analyst; (h) Energy Marketer; (The Senior Authorized Parties, Sr. Energy Analyst, Sr. Business Analyst, and Energy Marketer, are, collectively, the "**Authorized Parties**" and, individually, an "**Authorized Party**"), are, and each of them hereby is, authorized with limited authority and for the specified business purpose to execute and deliver, in the name and on behalf of the District,

any documents, commitments, contracts, agreements, releases, or any other document or instrument (collectively, "**Documents**") which are required to be executed in the ordinary course of completing the Schedules pursuant to the terms and provisions of the Contracts subject to the limitations set forth herein and as follows: The District Administrator and the Deputy District Administrator are authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed one (1) year in duration and not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) per transaction and/or Document. The Vice President, RCES & Transportation Engineering Services is authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed three (3) months in duration and not to exceed Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00) per transaction and/or Document. The Director, RCES is authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed two (2) months in duration and not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00) per transaction and/or Document. The Manager, Energy Planner is authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed one (1) month in duration and not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) per transaction and/or Document. The Sr. Energy Analyst, Sr. Business Analyst, and Energy Marketer are each individually authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed four (4) days in duration and not to exceed Fifty Thousand and No/100 (\$50,000.00) per transaction and/or Document. Notwithstanding the foregoing authority limitation, in the case of an emergency which would require a transaction in excess of such authority limitation, upon the verbal or written approval of either one of the Senior Authorized Parties, Sr. Energy Analyst, Sr. Business Analyst, or the Energy Marketer (such individual being referred to as the "**Approving Party**"), the Energy Systems Coordinators, Energy Control Center Service Manager, or Energy Analyst identified in such approval shall be authorized to enter into the transaction and/or Document necessary to respond to such emergency and identified in such approval provided that the transaction and/or Document does not exceed the authority granted to the Approving Party under this Resolution. All transactions and Documents entered into by a Sr. Energy Analyst, Sr. Business Analyst, Energy Marketer, Energy Systems Coordinator, Energy Control Center Service Manager, or Energy Analyst must be signed by a Senior Authorized Party within seven (7) days of entering into such transactions and/or Document.

Section 3. Repeal. Resolution No. 522 is hereby repealed effective on the date hereof.

Section 4. Delivery of Documents. The execution, sealing and delivery of the Documents by any of the Authorized Parties, in accordance with the provisions hereof, shall be conclusive evidence of the determination of the District that the execution, sealing and delivery of such Documents is in the best interest of the District and that such Documents are necessary or desirable for the completion of the applicable Schedules, as the case may be; and

Section 5. Necessary Actions. The Authorized Parties are hereby authorized and directed in the name and on behalf of the District, to take such other actions as such officers may

deem necessary or advisable, in their sole and absolute discretion, to complete any and all Schedules in accordance with the terms and provisions of the applicable Contracts.

Section 6. Automatic Termination of Authority. In the event that any of the Authorized Parties cease to be employed in the specific position identified for such Authorized Party by the District or Reedy Creek Energy Services, as the case may be, the authority granted herein to such party shall automatically and immediately terminate upon such event. In the event of termination of authority of any Authorized Party, all other Authorized Parties' limited authority hereunder shall remain in full force and effect unless and until such party's authority is terminated in accordance with this Resolution or otherwise terminated by the District in the District's sole discretion. Notwithstanding the foregoing, any Authorized Party's authority hereunder may be terminated by the District in its sole discretion at any time.

Section 7. Effective Date. This Resolution shall become effective on the date of adoption by the Board.

IN WITNESS WHEREOF, the undersigned have executed this Resolution, this 26th day of February 2020.

REEDY CREEK IMPROVEMENT DISTRICT

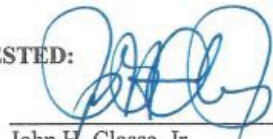
By:



Laurence C. Hames
President of the Board of Supervisors

ATTESTED:

By:



John H. Classe, Jr.
District Administrator and
Secretary of the Board of Supervisors

RESOLUTION NO. 614

**A RESOLUTION AUTHORIZING CERTAIN LIMITED
SIGNATORY AUTHORITY: REPEALING RESOLUTION
NO. 524
AND PROVIDING FOR AN EFFECTIVE DATE**

The Board of Supervisors ("**Board**") of the Reedy Creek Improvement District, a political subdivision of the State of Florida ("**District**"), by having its President affix his signature hereto, hereby consents to and takes the following actions and adopts the following resolutions (collectively, "**Resolution**") in accordance with Chapter 67-764 and the applicable provisions of Chapter 298, Florida Statutes.

WHEREAS, the District enters into agreements and contracts ("**Contracts**") with third parties ("**Third Parties**") for the purpose of purchasing and selling natural gas commodity and/or natural gas pipeline capacity and making arrangements for the transportation of same (collectively, "**Transactions**"); and

WHEREAS, the District has determined that there is a need to facilitate the execution of necessary documents and instruments in connection with such Transactions, and the need for authority to designate certain officers of the District and certain employees of Reedy Creek Energy Services, ("**RCES**") to approve, execute and/or complete all such necessary documents and instruments in connection with the Transactions.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

Section 1. Incorporation. All findings and statements in the foregoing preamble, including the definition of all terms therein, are hereby incorporated herein by reference, as if fully repeated herein.

Section 2. Authorized Parties; Limited Authority. The following parties: (a) District Administrator; (b) Deputy District Administrator; (c) Vice President, RCES & Transportation Engineering Services; (d) Director, RCES; (the individuals identified in clauses (a) through (d) are, collectively, the "**Executive Authorized Parties**", and, individually, an "**Executive Authorized Party**") (e) Manager, Energy Planner; (the individual identified in clause (e) is, individually, a "**Senior Authorized Party**") (f) Sr. Energy Analyst; (g) Sr. Business Analyst; and (h) Energy Marketer; (the individuals identified in clauses (f) through (h) are, collectively, the "**Authorized Parties**", and, individually, an "**Authorized Party**"), are, and each of them hereby is, authorized with limited authority and for the specified business purpose to execute and deliver, in the name and on behalf of the District, any documents, commitments, contracts, agreements, releases, or any other document or instrument (collectively, "**Documents**") which are required to be executed in the ordinary course of completing the Transactions subject to the limitations set forth herein and as follows: The Authorized Parties are authorized for the specific purposes set forth herein to enter into Transactions and Documents on behalf of the District not to exceed one (1) month in duration and not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000) per Transaction and/or Document and collectively not to exceed One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000) in the aggregate in any one (1) - month period unless authorized by a Senior Authorized Party and then only to the authorized

levels of a Senior Authorized Party; the Senior Authorized Party is authorized for the specific purposes set forth herein to enter into Transactions and Documents on behalf of the District not to exceed one (1) month in duration and not to exceed One Million and No/100 Dollars (\$1,000,000) per Transaction and/or Document and not to exceed collectively Three Million and No/100 Dollars (\$3,000,000) in the aggregate in any one (1) - month period; the Executive Authorized Parties are authorized for the specific purposes set forth herein to enter into Transactions and Documents on behalf of the District not to exceed three (3) months in duration and not to exceed Two Million No/100 Dollars (\$2,000,000) per Transaction and/or Document and collectively not to exceed Three Million and No/100 Dollars (\$3,000,000) in the aggregate in any one (1) - month period. Notwithstanding the foregoing authority limitation, in the case of an emergency, upon the verbal or written approval of either one of the Executive Authorized Party, Senior Authorized Party, or Authorized Party (such individual being referred to as the "Approving Party"), the Energy Marketer, Energy Systems Coordinators or Energy Control Center Service Manager, identified in such approval shall be authorized to enter into the transaction and/or Document necessary to respond to such emergency and identified in such approval provided that the transaction and/or Document does not exceed the authority granted to the Approving Party under this Resolution.

Section 3. Delivery of Documents. The execution and delivery of the Documents by any of the Authorized Parties, in accordance with the provisions hereof, shall be conclusive evidence of the determination of the District that the execution and delivery of such Documents is in the best interest of the District and that such Documents are necessary or desirable for the completion of the applicable Transactions, as the case may be.

Section 4. Repeal. Resolution No. 524 is hereby repealed effective on the date hereof.

Section 5. Necessary Actions. The Authorized Parties are hereby authorized and directed in the name and on behalf of the District, to take such other actions as such Authorized Party may deem necessary of advisable, in his sole and absolute discretion, to complete any and all Transactions.

Section 6. Automatic Termination of Authority. In the event that any of the Authorized Parties cease to be employed in the specific position identified for such Authorized Party by the District or Reedy Creek Energy Services, as the case may be, the authority granted herein to such party shall automatically and immediately terminate upon such event. In the event of termination of authority of any Authorized Party, all other Authorized Parties' limited authority hereunder shall remain in full force and effect unless and until such party's authority is terminated in accordance with this Resolution or otherwise terminated by the District in the District's sole discretion. Notwithstanding the foregoing, any Authorized Party's authority hereunder may be terminated by the District in its sole discretion at any time.

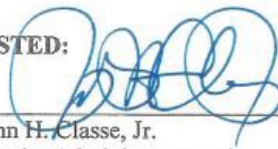
Section 7. Effective Date. This Resolution shall become effective on the date of adoption by the Board of Supervisors of the District.

IN WITNESS WHEREOF, the undersigned has executed this Resolution, the 26th day of February 2020.

REEDY CREEK IMPROVEMENT DISTRICT

By: 
Laurence C. Hames
President of the Board of Supervisors

ATTESTED:

By: 
John H. Classe, Jr.
District Administrator and
Secretary of the Board of Supervisors

2/24/20
RMC

RESOLUTION NO. 615

**A RESOLUTION AUTHORIZING CERTAIN LIMITED
SIGNATORY AUTHORITY: REPEALING RESOLUTION
NO. 544
AND PROVIDING FOR AN EFFECTIVE DATE**

The Board of Supervisors ("**Board**") of the Reedy Creek Improvement District, a political subdivision of the State of Florida ("**District**"), by having its President affix his signature hereto, hereby consents to and takes the following actions and adopts the following resolutions (collectively, "**Resolution**") in accordance with Chapter 67-764 and the applicable provisions of Chapter 298, Florida Statutes.

WHEREAS, the District enters into agreements and contracts ("**Contracts**") with third parties ("**Third Parties**") for the purpose of buying and selling electricity and making arrangements for the transmission of same; and

WHEREAS, the District currently has existing Contracts with such Third Parties; and

WHEREAS, the Contracts contain certain provisions, references to tariff obligations, operational procedures, transaction alternatives, schedules and exhibits (collectively, "**Schedules**") requiring compliance with and/or completion of same subsequent to the respective effective dates of such Contracts; and

WHEREAS, the District has engaged Reedy Creek Energy Services, a Florida corporation ("**RCES**") to manage, on behalf of the District, all aspects of the District's utility services, including, without limitation, the buying and selling of electricity and making arrangements for the transmission of same; and

WHEREAS, by Resolution No. 613 (a copy of which is attached as "**Exhibit A**" to this Resolution), the District authorized certain officers of the District and certain employees of RCES to approve, execute and/or complete, on behalf of the District, all necessary documents and instruments in connection with the Schedules; and

WHEREAS, the District has determined that there is a need to amend Resolution No. 613 to authorize certain individual positions at RCES (and those individuals holding those positions from time to time) to facilitate the execution of necessary documents and instruments in connection with the Schedules for certain limited electricity transactions (as described in this Resolution).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

Section 1. Incorporation. All findings and statements in the foregoing preamble, including the definition of all terms therein, are hereby incorporated herein by reference, as if fully repeated herein. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in Resolution No. 613.

Section 2. Authorized Parties; Limited Authority. In addition to the Authorized Parties, the individuals holding the positions at RCES, from time to time, of Supervisor, Energy Control Center or Energy System Coordinators (collectively, the "**Energy System Coordinators**"), are, and each of them hereby is, authorized with limited authority and for the specified business purpose

to execute and deliver, in the name and on behalf of the District, any documents, commitments, contracts, agreements, releases, or any other document or instrument (collectively, "**Documents**") which are required to be executed in the ordinary course of completing the Schedules pursuant to the terms and provisions of the Contracts subject to the limitations set forth herein and as follows: The Energy System Coordinators are each individually authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed four (4) hours in duration and not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00). Notwithstanding the foregoing authority limitation, in the case of an emergency during non-business hours which would require a transaction in excess of such authority limitation, upon the verbal or written approval of either one of the Senior Authorized Parties, the Energy Marketer, or the Business Analyst (such individual being referenced to as the "**Approving Party**"), the Energy System Coordinator identified in such approval shall be authorized to enter into the transaction and/or Document necessary to respond to such emergency and identified in such approval provided that the transaction and/or Document does not exceed the authority granted to the Approving Party under this Resolution. All transactions and Documents entered into by an Energy System Coordinator must be signed by a Senior Authorized Party within seven (7) days of entering into such transactions and/or Document. Each Energy System Coordinator shall be deemed to be an Authorized Party for all purposes under Resolution No. 613.

Section 3. Repeal. Resolution No. 544 is hereby repealed effective on the date hereof.

Section 4. Ratification. Resolution No. 613, as amended by this Resolution, is hereby ratified and affirmed and shall remain in full force and effect.

Section 5. Delivery of Documents. The execution, sealing and delivery of the Documents by any of the Authorized Parties, in accordance with the provisions hereof, shall be conclusive evidence of the determination of the District that the execution, sealing and delivery of such Documents is in the best interest of the District and that such Documents are necessary or desirable for the completion of the applicable Schedules, as the case may be; and

Section 6. Necessary Actions. The Authorized Parties are hereby authorized and directed in the name and on behalf of the District, to take such other actions as such officers may deem necessary or advisable, in their sole and absolute discretion, to complete any and all Schedules in accordance with the terms and provisions of the applicable Contracts.

Section 7. Automatic Termination of Authority. In the event that any of the Energy System Coordinators ceases to be employed as an Energy System Coordinator or ceases to be qualified as an Interchange Operator, the authority granted herein to such individual shall automatically and immediately terminate upon such event, and shall automatically transfer to and vest in the individual who succeeds to that position, if any. In the event of termination of any Energy System Coordinator, all other Energy System Coordinators limited authority hereunder shall remain in full force and effect unless and until such party's authority is terminated in accordance with this Resolution or otherwise terminated by the District in the District's sole discretion. Notwithstanding the foregoing, any Energy System Coordinator's authority hereunder may be terminated by the District in its sole discretion at any time.

Section 8. Effective Date. This Resolution shall become effective on the date of adoption by the Board.

IN WITNESS WHEREOF, the undersigned have executed this Resolution, this 26th day of February 2020.

REEDY CREEK IMPROVEMENT DISTRICT

By: 
Laurence C. Hames
President of the Board of Supervisors

ATTESTED: 
By: _____
John H. Classe, Jr.
District Administrator and
Secretary of the Board of Supervisors

EXHIBIT "A"

RESOLUTION NO. 613

(Attached)

END OF APPENDIX

TECHNICAL MEMORANDUM

To: Jason Herrick, Director of Public Works and Utilities Advisor;
Stephanie Kopelousos, District Administrator

From: Raftelis

Date: August 11, 2025

Re: Review of RCES Fiscal Year 2026 Operational Services Fee and
Design/Support Fee Assessment

EXECUTIVE SUMMARY

The Central Florida Tourism Oversight District (CFTOD or the District) initially engaged Raftelis in 2023 to evaluate the District's contractual and fiscal operations across its electric, water, wastewater, reclaimed water, chilled water, hot water, and solid waste enterprises (Prior Study). This was further supported by a comprehensive report titled *Utility System Financial Planning and Rate Setting Review*, dated September 15, 2023, which documented our approach and findings. Subsequently, the District engaged Raftelis to review the Fiscal Year (FY) 2025 and FY 2026 Annual Adjustment of Operational Services and Operational Services Fee.

Our methodology and approach are detailed in this memorandum and primarily consist of a review of the RCES budget, interviews with RCES staff, and a limited update to the prior comparative analysis utilizing industry and peer data. **Based on the Current Study work efforts, we are of the opinion that the proposed FY 2026 annual Operational Services Fee and the Operational Services Fee Cap, and the FY 2026 annual Design/Support Services Fee are reasonable.**

OBJECTIVE 1: Advise the District on the appropriateness and reasonableness of the proposed FY 2026 annual Operational Services Fee and the Operational Services Fee Cap proposed by RCES, as described in the Labor Services Agreement (LS Agreement or Agreement).

RCES has requested a 12.3% increase to the Operational Services Fee for FY 2026, primarily attributed to annual salary and benefits increases, an adjustment to the attrition rate assumption for estimated labor hours, an increase in the scope of services under the operating agreement, and one additional week in FY 2026 (53 weeks instead of 52). The table below provides additional details and Raftelis estimates for each of the primary drivers of the year-over-year increase.

Table 1: Primary Drivers for Operational Services Fee

Primary Drivers for FY 2026 Operational Services Fee Increase	Estimated Impact	Share of Overall Increase (%)	Increase from FY 2025 (%)
Annual wage and salary increase	\$1,406,000	32%	4%
Annual benefits cost increase	\$352,000	8%	1%
Adjustment to labor hours for a lower attrition rate	\$592,000	14%	2%
Higher labor hours for one additional week in FY 2026	\$745,000	17%	2%
Service expansion	\$1,150,000	27%	3%
Total	\$4,245,000	98%	12%

The following provides a summary of our key findings:

- **Annual wage and salary increase** – the majority of RCES personnel costs are based on an existing labor agreement for front-line skilled trade employees. The current agreement runs through October 2026 and calls for a 3.7% to 4.0% increase in salaries in FY 2026. Raftelis compared this increase to economic and labor market data as well as industry trends for budgeted salary increases and found the increase to be in line with the compensation actions of other employers and utilities.
- **Attrition rate adjustment** – RCES adjusted the reduction in labor hours related to attrition in FY 2026. Previously, labor hours were adjusted down 3.5% to account for attrition. This assumption was reduced to 2.0% in FY 2026, thereby increasing the overall labor hours estimated for FY 2026. This reduction is consistent with public sector employment trends. Specifically, local utilities have experienced a 2.5% cumulative change in staffing from the pre-pandemic 2020 peak to 2024.¹
- **Service expansion and additional operating week** – RCES provided an explanation of the scope of service expansion under the operating agreement, including administrative and management functions for the District's air permit, personnel to support enhanced energy market transactions resulting from the recent solar array output, and new personnel to support an anticipated 75% to 100% increase in capital programming and delivery over the next two years. These increases are unique to the operating environment and context of the District; however, Raftelis conducted a comparative analysis for the new capital programming positions requested to assess the reasonableness of the estimated \$800,000 increase in personnel cost for FY 2026. **Based on industry and peer data, we found the estimate to be reasonable.**

OBJECTIVE 2: Advise the District on the appropriateness and reasonableness of the FY 2026 annual Design/Support Services Fee proposed by RCES, as described in the Labor Services Agreement.

RCES has requested a \$933,908 or 37.4% increase to the Design/Support Services Fee for FY 2026, primarily attributable to higher labor hours to support capital programming and delivery. In May 2025, the District authorized \$175 million in funding for major capital projects. Moreover, future capital outlay is expected to

¹ Employment Trends in State and Local Government, 2024 Snapshot and Projections. MissionSquare Research Institute with data from U.S. Bureau of Labor Statistics.

increase from an average of \$45 million to approximately \$80 to \$90 million annually. RCES has requested 13 new positions to support future capital programming, and the additional hours required to meet design and support services for a higher project workload than in previous years. The table below provides a more detailed summary of the requested increase.

Table 2: Labor Hours for Design/Support Services Fee

Labor Hours Billable Category	FY 2025	FY 2026	Increase from FY 2025 (Hours)	Increase from FY 2025 (%)
Projects funded by annual capital requirements	12,944	18,461	5,517	42.6%
Major utility projects	11,178	13,839	2,661	23.8%
Total	24,122	32,300	8,178	33.9%

- **Additional Labor hours to support Capital design** – the increase in overall labor hours of nearly 34% is directly related to the growth in annual capital programming for the District and appears reasonable given the aggressive capital delivery expectations. The underlying hourly rate increased by \$2.69 from \$103.57 in FY 2025 to \$106.26 in FY 2026. This represents a 2.6% annual increase, consistent with the overall increase in wages and benefits for RCES staff.

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BACKGROUND

RCES is a wholly owned subsidiary of The Walt Disney World Company. Under the LS Agreement, they are responsible for providing all operational services for the utility. Employees providing utility services for the District are employed by RCES. On or before July 1 of each fiscal year, RCES submits to the District the Annual Adjustment of Operational Services Fee, Operational Services Fee Cap, and Design/Support Services Fee for the upcoming fiscal year (the period beginning October 1, 2025, and ending September 30, 2026). A significant component of the Operational Services Fee is the underlying total compensation cost for the approximately 257 full-time equivalent employees (FTE) providing operational services to the District. A significant component of the Design/Support Services Fee is labor hours to support capital project design and delivery.

The majority of RCES' workforce is classified as Front-Line Skilled Tradespersons and covered by a labor agreement between Walt Disney World Company and North America's Building and Trades Unions and Craft Maintenance Council. The most recent agreement, covering April 2022 to October 2026, was provided by RCES for comparative analysis. Professional employees comprise the remaining share of the workforce and are subject to annual salary and benefit changes. The proportion of professional staff increased in FY 2026 with the phased in addition of 13 positions to support capital design and delivery.

METHODOLOGY

The objective of this analysis is to provide the District with an evaluation of reasonableness for personnel cost, which comprises a significant portion of the Operational Services Fee and Design/Support Services Fee requested by RCES. To assess the reasonableness of the change in Operational Services Fee, Raftelis reviewed historical financial and labor data provided by RCES and compared the trends to current economic indicators, industry salary increases, and budgetary trends among peer utilities in Florida. To assess the reasonableness of the change in the Design/Support Services Fee, Raftelis reviewed historical labor data to the proposed labor data provided by RCES.

Data limitations preclude Raftelis from making broad conclusions regarding the reasonableness of the entire Operational Services Fee or Design/Support Services Fee. These limitations include the cost of benefits and overtime, the exclusion of salary data for salaried professional and administrative FTEs, and non-personnel related operational costs.

FINDINGS AND RESULTS

OBJECTIVE 1/OPERATIONAL SERVICES FEE:

In the submission letter from RCES to the District, the approximate \$5.3 million, or 14%, increase in overall expected billing for FY 2026 is primarily driven by:

- Annual increases in employee salaries (3.7% to 4.0%) and benefits (1%)
- Increasing available labor hours based on a reduction in the assumed attrition rate to 2.0%
- Expansions to the FY 2026 RCES Scope of Operational Services
- Inclusion of the 53rd week in FY 2026
- Increasing the fee cap to provide greater reserves for extreme weather events

As shown in Table 1, the requested Operational Services Fee for FY 2026 is \$39.5 million, an increase of \$4.3 million or 12.3% from the FY 2025 Operational Services Fee of \$35.2 million. Concurrently, the Operational Services Fee Cap for FY 2026 is proposed at approximately \$41.0 million, increasing by \$0.5 million from the FY 2025 cap to align with the overall fee increase and provide incremental reserve funds for responding to

significant weather events. As part of interviews, RCES staff indicated the share of hours allocable to Disney-related work has remained consistent with historical trends, approximately five percent (5%) of total labor hours.

Table 3: RCES Labor Summary Comparison to Prior Year for Operational Services Fee

RCES Operational Services	Requested Labor Dollars (\$)	Estimated Service Hours	Labor Cost per Hour
FY 2025	\$35,157,921	403,607	\$87.11
FY 2026	\$39,497,281	430,496	\$91.75
Unit Change	\$4,339,360	26,889	\$4.64
% Change	12.3%	6.7%	5.3%

In the Annual Adjustment Operational Services Report, RCES provides the following explanation for the associated cost increase.

Annual Increases in Employee Salary and Benefits

The labor agreement outlines salary increases of 4% through October 2026 for front-line skilled trade positions. Since this agreement covers the majority of personnel for RCES, it aligns closely with the overall increase of 3.7% to 4.0% described in the annual report. Moreover, the increase in benefits cost of 1% is within an expected inflationary range for the cost of service. Further analysis regarding salary and benefit cost trends nationwide is included in the subsequent analysis.

Expansion of Operational Services

The annual report provides three specific changes to the scope of services with RCES corresponding to higher overall labor hours in FY 2026. They include:

- *CFOTD Title V Air Permit Management* – the District’s new standalone permit with the state and associated functions requested (e.g., recordkeeping, reporting, inspections, etc.) will increase overall labor hours by an estimated 500 hours.
- *Capital Program Expansion* – if approved by the District, capital investment will increase from approximately \$45 million to \$80-\$90 million annually. To support a 75% to 100% increase in capital programming will require additional staff to support delivery. RCES proposes 13 new positions to meet the desired capital funding and project delivery
- *Utility Business Affairs (UBA) expansion for increased volume and workload* – RCES proposed a second Energy Marketer to support real-time trades for electricity supply that will meet the District’s electric load. This is primarily driven by a fourth solar array coming online in FY 2026.

In prior fiscal years, RCES has continuously refined its methodology for forecasting labor hours. For the current Fiscal Year 2026 (FY 2026), the RCES document presents updated projections for operational service hours and costs, building upon the previous year's figures. RCES continues to estimate 'level-of-effort' service hours, encompassing scheduled work for front-line positions and estimated overhead labor for salaried employees. The FY 2026 report indicates an increase in Operational Services estimated hours, rising from 403,607 in FY 2025 to 430,496 in FY 2026, representing a 6.7% increase. Concurrently, the labor cost per hour for Operational Services has also increased from \$87.11 in FY 2025 to \$91.75 in FY 2026, an approximately 5.3% increase. This upward trend in both hours and cost is primarily attributed to annual increases in employee salary (3.7% to 4.0%) and benefits (1%), significant expansions within the FY 2026 RCES Scope of Operational Services, and

the inclusion of a 53rd week in FY 2026. Furthermore, RCES's labor model for FY 2026 assumes a reduction in the organizational attrition rate, from 3.5% to 2.0% based on current staffing conditions. This reduction contributes to higher forecasted billable hours compared to previous assumptions.

RCES, in its FY 2026 labor assumptions, defines a FTE as approximately 1,768 hours per year, reflecting a 53-week , to precisely represent time spent on billable work. Furthermore, RCES's administrative overhead expenses are integrated into the hourly billing rate, calculated based on the total forecasted billable hours for the year. To ensure comprehensive recovery of these reasonable overhead costs, the agreement includes a mechanism whereby RCES will provide a true-up invoice to the District by November 15, 2026, if the actual total hours invoiced are less than the forecasted budget.

Table 4: Detailed Labor Hours Comparison to Prior Year²

RCES Operational Services	FY 2025 Labor Hours	FY 2025 Labor Rate	FY 2026 Labor Hours	FY 2026 Labor Rate	Hours Increase (%)	Rate Increase (%)
District Plant and Maintenance Operations	117,390	\$87.12	119,464	\$90.07	1.8%	3.4%
Electric Operations	85,982	\$101.34	102,279	\$105.58	19.0%	4.2%
Gas, Water, and Waste Resources Compliance	139,633	\$74.48	145,071	\$77.67	3.9%	4.3%
Utility and Facility Integration	23,578	\$86.51	13,578	\$86.08	-42.4%	-0.5%
Engineering Programs	31,036	\$97.75	39,823	\$102.91	28.3%	5.3%
Utility Business Affairs	5,989	\$124.21	10,280	\$136.54	71.6%	9.9%
Total RCES	403,608	\$87.11	430,496	\$91.75	6.7%	5.3%

A detailed analysis of change in labor hours and rate by division aligns with the overall explanation for operational services increase, especially as it relates to additional positions to support capital delivery. Field divisions resemble the combined salaries and benefits increase between 3% and 5%, while larger increases are noted in Engineering programs and Utility Business Affairs, where new positions are requested to support energy market analysis and capital programming.

OBJECTIVE 2/ DESIGN SERVICES FEE

For FY 2026, RCES is projecting an increase in its Design/Support Services Fee and overall labor costs. The requested Design/Support Services Fee for capital and bond-funded projects in FY 2026 is approximately \$3.4 million, an increase of \$0.93 million, or 37%, from FY25's estimated fee of \$2.5 million. RCES attributes these increases primarily to the proposed expansion of the annual utility capital program, which is projected to increase from a historical investment of approximately \$45.0 million to between \$80.0 million and \$90.0 million in future years. To effectively support this expanded program, RCES is proposing the addition of thirteen (13) incremental, phased-in headcounts, directly driving the rise in both Design/Support Services labor hours and costs. Market, industry, and peer analysis considered these new positions and average compensation rates to evaluate the overall cost in personnel supporting capital programming.

² Amounts exclude Design and Support Services fee.

Table 5: RCES Labor Summary Comparison for Design and Support Services Fee

RCES Design/Support Services	Requested Labor Dollars (\$)	Estimated Labor Hours	Labor Cost per Hour
FY 2025	\$2,498,195	24,122	\$103.57
FY 2026	\$3,432,103	32,301	\$106.26
Unit Change	\$933,908	8,179	\$2.69
% Change	37.4%	33.9%	2.6%

Market and Economic Trends and Practices

The District comprises approximately 25,000 acres of Orange and Osceola Counties. It primarily serves visitors to Walt Disney World, in addition to the cities of Bay Lake and Lake Buena Vista. The District's service environment is unique, with relatively few property owners and the vast majority of utility revenue tied to Walt Disney theme parks and tourism services. The data below is intended to provide context for the local, state, and national labor market as a basis for comparison and analysis of compensation actions and labor costs for RCES employees.

Credit Rating

In June 2024, S&P Global Ratings raised its long-term rating on the District's utility system revenue bonds to 'A' from 'A-' . In April 2025, Fitch revised the District's outlook to positive from stable and affirmed the 'A' rating, and Moody's has affirmed a credit rating of A1+.

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Economic Indicators

Table 5 below highlights key local or regional employment-related statistics compared to state and national trends. This data helps provide economic context for business decision-making.

Table 6: Employment-Related Economic Statistics – Local, State, National

Employment-Related Statistics ³	Orange County	Osceola County	Florida	USA
Median household income (2023)	\$77,011	\$68,711	\$71,711	\$78,538
Growth since FY 2023	6.03%	6.84%	5.58%	4.51%
Median gross rent (2019-2023)	\$1,675	\$1,651	\$1,564	\$1,348
Growth since FY 2023	7.86%	7.42%	8.31%	6.31%
Total unemployment ⁴ (%) (May 2025)	3.4%	3.6%	3.7%	4.2%
Total unemployment changes over the past year (%)	-13.33%	12.5%	12.12%	2.44%

Growth in household income and gross rents for the region and state continue to outpace the national average, contributing to overall economic expansion and labor conditions. Moreover, recent unemployment rates remain below the national average, indicating steady staffing levels and support for adjusting attrition rates lower than previous historical trends after the COVID-19 pandemic.

Consumer Price Index

As shown in the updated data, the Consumer Price Index for all urban wage earners (CPI-U) increased nationally by 2.4%, year to date in May 2025, while the South Region increased by a slightly lower pace of 2.0% over the same timeframe. This current year-to-date percentage, in comparison to the annual average increases over the last three full years, continues to indicate a sustained slowing of inflationary pressures. This reduction in inflation aligns with below-average increases in benefit costs of 1%.

Table 7: Consumer Price Index (CPI-U)

Region	Annual Average 2022	Annual Average 2023	Annual Average 2024	Year-to-Date May, 2025
United States	6.4%	3.3%	2.9%	2.4%
South Region	7.0%	3.7%	2.8%	2.0%

Actual and Projected Salary Budget Increases

The following information is from the WorldatWork® 2025-2026 Salary Budget Survey, which is a comprehensive international survey on compensation planning and practices, representing 4,250 submissions.⁵ Table 7 shows the actual (2025) and projected (2026) salary increases for United States employers. Salary increases for non-exempt, hourly employees averaged 3.7% in 2025, with a small projected decline in 2026 of 3.6%.

³ Data retrieved from U.S. Census Bureau quick facts, with the exception of population growth, values reflect five-year American Community Survey (ACS) estimates from 2019 to 2023. [S1901: Income in the Past 12 Months ... - Census Bureau Table](#)

⁴ Data retrieved from the U.S. Bureau of Labor Statistics, with only national and Florida unemployment being seasonally adjusted, from May 2025.

[Unemployment Rate in Orange County, FL \(FLORAN0URN\) | FRED | St. Louis Fed](#)

⁵ WorldatWork® 2025-2026 Salary Budget Survey.

https://worldatwork.org/media/CDN/dist/CDN2/documents/pdf/resources/research/SBS/WorldatWorkSBS2025-2026_TopLevelData.pdf.

Table 8: Total and Projected Salary Budget Increases

	2025 Actual Salary Budget Increases (General Increase, COLA, Merit)		2026 Projected Salary Budget Increases (General Increase, COLA, Merit)	
Position Category	National (Mean) – All Employers	National (Median) All Employers	National (Mean) – All Employers	National (Median) All Employers
Executive – Senior Level	3.6%	3.5%	3.6%	3.5%
Exempt, Salaried	3.7%	3.5%	3.6%	3.5%
Non-exempt, Salaried	3.7%	3.5%	3.6%	3.5%
Non-exempt, Hourly	3.7%	3.5%	3.6%	3.5%

Employers may also choose to adjust the salary structure, defined as the hierarchy of pay ranges with established minimums, maximums, midpoints, and/or step values. The labor agreement for RCES includes a step-based or flat hourly rate structure for represented job classifications. As part of the recently negotiated agreement, step values, including starting hourly pay, increased by a minimum of 4%.

Increases to minimum pay often occur in a competitive labor market, characterized by low unemployment. Inflationary increases also support collective bargaining for higher minimum pay. Many states, including Florida, have passed laws to phase in a higher minimum wage over several years. Florida's minimum wage is \$12/hour and is scheduled to increase by \$1/hour annually until 2026, when it reaches \$15/hour. Similarly, the Federal government now requires federal contractors to pay their employees a minimum wage of \$16.20/hour. These regulatory actions and labor market forces have resulted in many employers raising minimum pay to maintain competitiveness in the labor market as well as prepare for future regulatory compliance.

RCES and Industry Data

With eight (8) utility services provided by the District, multiple industry salary survey data were used to compare RCES pay actions with industry trends. Industry data includes the American Water Works Association (AWWA) and the American Public Power Association (APPA)

American Water Works Association (AWWA)

The AWWA conducts an annual salary survey of water and wastewater utilities across the nation. The latest 2024 survey reports anonymized salary ranges, and year-over-year salary increases by employee type: executives, managers, supervisors, and staff. From 2023 to 2024, overall salaries on surveyed jobs increased by 4.6% for large utilities and 5.2% for medium utilities. Specifically, for 2024, the average actual salary increases over the prior year (including 0% increases) for large utilities ranged between 4.01% for managers and 4.46% for executives, while for medium utilities, the increases ranged from 4.64% for managers to 4.78% for executives. Survey respondents project salary increases for 2025 (including 0% increases) to range from 3.71% for executives and supervisors up to 3.72% for managers and staff in large utilities. For medium utilities, the projected increases for 2025 range from 3.73% for executives up to 3.93% for staff.

American Public Power Association (APPA)

The APPA conducts an annual salary survey for public power utilities across the country. The most recent report is the 2024 Public Power Salary Survey, which updates salary information for management-level positions and hourly pay for non-management positions. While the provided excerpt of the 2024 report does not detail the specific year-over-year percentage changes for general manager salaries or planned salary increases for the upcoming year, the previous September 2023 report had indicated that salaries for all general managers rose 5.4% from 2022 to 2023. That earlier report also noted that the average planned salary increases for 2023 were 4.7% (median 4.0%) and projected planned salary increases for 2024 were 4.0% (average) and 3.3% (median).

RCES and Florida Utility Peer Data

As part of the 2023 engagement, Raftelis conducted a comparative analysis between the public sector Florida utilities and RCES for closely aligned job titles where representative data was available. Using a similar set of peers, Raftelis reviewed budget data to assess overall budgetary increases as well as compensation and benefit (e.g., personnel expenditure) trends. The selected peers are listed below. Peer data for proposed FY 2026 budgets was not yet available; however, the FY 2024 – 2025 budget data provide relevant context along with economic trends to inform FY 2026 budget development.

- Fort Pierce Utilities Authority (FPUA) – Energy, Water, Wastewater
- Lakeland (City) – Energy, Water, Wastewater, Solid Waste
- Tampa (City) – Solid Waste, Water, Wastewater
- Hillsborough (County) – Solid Waste, Water
- Winter Park (City) – Energy, Water, Wastewater

The table below summarizes overall budget and personnel expenditure growth for selected Florida utility peers. Unless otherwise noted, the personnel expenditure budget includes salaries, wages, and benefits. The subsequent table calculates the personnel budget per authorized FTE.

Table 9: Florida Peer Utilities Total and Personnel Budget Change

Utility	Total Budget Growth FY 2024 -2025 (%)	Personnel Budget Growth FY 2024 -2025 (%)
Fort Pierce Utilities Authority (FPUA) [2]	3.55%	1.80%
Lakeland (City) [3]	2.93%	7.22%
Tampa (City) [1]	16.90%	4.28%
Hillsborough (County) [1]	-0.30%	4.10%
Winter Park (City) [2]	-1.07%	9.46%
Peer Average	4.40%	5.37%

[1] Includes solid waste, water, and wastewater funds.

[2] Includes electricity, water, and wastewater funds.

[3] Includes electricity, water, wastewater, and solid waste funds.

Table 10: Florida Peer Utilities Personnel Budget per FTE⁶

Utility	FY 2025 Personnel Budget per FTE
Fort Pierce Utilities Authority (FPUA) [2]	\$118,522
Lakeland (City) [3]	\$104,003 ⁷
Tampa (City) [1]	\$117,633
Hillsborough (County) [1]	\$104,622
Peer Average	\$111,195

[1] Includes solid waste, water, and wastewater funds.

[2] Includes electricity, water, and wastewater funds.

[3] Includes electricity, water, wastewater, and solid waste funds.

On average, peer utilities experienced budget growth of 4.4% and personnel-related budget growth of 5.4%. This is consistent with the salary and benefits growth RCES noted in the annual report. The average personnel budget per FTE is approximately \$111,000 in FY 2025 for peer utilities. Raftelis calculated a similar ratio using RCES data; however, data limitations restrict full comparative analysis. The estimated cost per FTE in FY 2026 is \$120,187, which assumes a labor rate of \$71.75 (salaries, benefits, overtime) at 430,496 hours annually for 257 FTEs. This is approximately eight percent higher than the FY 2025 peer average, which can be attributable differences in cost-of-living between the peer agencies and RCES (with the exception of the City of Tampa), the general salary increases expected between FY 2025 and FY 2026, and the higher overall labor rate for RCES related to a higher concentration of professional staff within the UBA division. In addition, the peer utilities, as public agencies, offer a defined benefit retirement plan. The higher cost of this benefit is often balanced with a lower base salary when compared to private sector organizations. Overall, the cost per FTE for RCES is reasonable when compared to peers in FY 2025.

Capital Programming Staff

RCES attributed approximately \$800,000 of the Operating Service Fee increase to the phased-in hiring of 13 new positions to support capital programming and delivery. This increase in personnel is also the primary driver for higher labor hours for estimated Design/Support Services. To assess the reasonableness of this increase, Raftelis reviewed the RCES Utility Investment Program headcount and roles summary to salaries for similar job titles within peer agencies and national industry salary surveys. Among peer agencies, Raftelis was only able to retrieve recent pay scale data from the cities of Tampa and Lakeland, as well as Hillsborough County.

The salary ranges were then extrapolated to estimate the budgetary impact. *The results summarized below do not include benefits.* It is important to note that the expected impact for the District will be phased over the FY 2026 and FY 2027 budgets.

⁶ Includes both salary and benefit costs.

⁷ Authorized FTEs for FY 2025 were not available. The ratio was calculated using the FY 2025 personnel budget and the FY 2024 authorized FTEs.

Table 11: RCES New Positions Comparative Analysis

RCES Job Title	Average Industry Salary (2024) ⁸	Peer Salary Low ⁹ (FY 2024-2025)	Peer Salary Mid (FY 2024-2025)	Peer Salary High (FY 2024-2025)	RCES Requested Positions
Program Development Manager	\$161,531	\$78,322	\$92,236	\$132,257	1
Project Analyst	\$84,350	\$69,513	\$90,738	\$111,964	1
Project Planner	\$96,978	\$73,905	\$92,240	\$110,574	1
Project Managers	\$103,178	\$77,882	\$100,449	\$123,016	2
Associate Project Manager	\$80,405 ¹⁰	\$70,138	\$74,701	\$102,644	2
Electrical Engineer	\$100,911	\$90,893	\$111,757	\$132,621	1
Civil Engineer	\$100,911	\$81,671	\$95,522	\$136,596	1
Field Representatives	\$79,915	\$61,256	\$64,281	\$87,724	4

Table 12: RCES New Positions – Estimated Cost Range

RCES Job Title	RCES Requested Positions	Industry Cost Estimate	Peer Cost Estimate - Low (FY24-25)	Peer Cost Estimate - Mid (FY24-25)	Peer Cost Estimate - High (FY24-25)
Program Development Manager	1	\$161,531	\$78,322	\$92,236	\$132,257
Project Analyst	1	\$84,350	\$69,513	\$90,738	\$111,964
Project Planner	1	\$96,978	\$73,905	\$92,240	\$110,574
Project Managers	2	\$103,178	\$77,882	\$100,449	\$123,016
Associate Project Manager	2	\$80,405	\$70,138	\$74,701	\$102,644
Electrical Engineer	1	\$100,911	\$90,893	\$111,757	\$132,621
Civil Engineer	1	\$100,911	\$81,671	\$95,522	\$136,596
Field Representatives	4	\$79,915	\$61,256	\$64,281	\$87,724
Total	13	\$808,179	\$603,580	\$721,924	\$937,396

Based on the industry and peer salary data noted above, the estimated cost for the new positions ranges between \$600,000 and \$940,000. Detailed benefit information was not available to calculate the full personnel cost. Other costs may also be necessary to support the new positions, including Information Technology equipment and software application licenses. Raftelis concludes that the estimated impact of \$800,000 for the 13 new positions noted by RCES is a reasonable estimate given peer and industry data analysis conducted.

⁸ Includes AWWA and APPA 2024 survey data. For AWWA data, both large and medium-sized utility results were included.

⁹ Minimum salary data for the City of Lakeland was unavailable for comparable Program Development Manager, Associate Project Manager, Civil Engineer, and Field Representatives.

¹⁰ Excludes APPA salary data, which did not have a relevant job title for Associate Project Manager.

**FOURTH AMENDMENT TO AMENDED AND RESTATED
LABOR SERVICES AGREEMENT**

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED LABOR SERVICES AGREEMENT (the “Fourth Amendment”) is made by **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida f/k/a Reedy Creek Improvement District, whose address is 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida 32830 (the “District”), and **REEDY CREEK ENERGY SERVICES** (“RCES”), whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830.

RECITALS:

WHEREAS, RCES and Reedy Creek Improvement District entered into an Amended and Restated Labor Services Agreement on February 8, 2023, a First Amendment on February 22, 2023, a Second Amendment on April 24, 2024, and a Third Amendment on August 28, 2024, (collectively, the “Labor Services Agreement”); and

WHEREAS, for Fiscal Year 2026, and pursuant to Section 7.1.3 of the Labor Services Agreement, RCES has provided to the District a proposed scope of Operational Services which includes a description of expanded services, a proposed Operational Services Fee, and an Operational Services Fee Cap, which proposals the District hereby accepts; and

WHEREAS, the Parties desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein described, the sufficiency of which is acknowledged, the Parties hereby amend the Labor Services Agreement as follows:

1. The above recitals are incorporated into the substantive body of this Fourth Amendment as if set forth herein.
2. Section 7.1.1 is amended to add the following sentences: The Operational Services Fee for the 2026 Fiscal Year (the period beginning October 1, 2025, and ending September 30, 2026) is estimated to be, but shall be no greater than, Thirty-Nine Million, Four Hundred Ninety-Seven Thousand, Two Hundred and Eighty-One Dollars (\$39,497,281). The Operational Services Fee Cap for the 2026 Fiscal Year is Forty Million, Nine Hundred Ninety-Seven Thousand, Two Hundred and Eighty-One Dollars (\$40,997,281).
3. Except as amended herein, the Labor Services Agreement remains effective.

IN WITNESS WHEREOF, this Fourth Amendment has been executed on the date approved by the Board as noted below.

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

By: _____
S.C. Kopelousos, District
Administrator

Board Approval Date: _____

REEDY CREEK ENERGY SERVICES

By: _____

Print Name: _____

Title: _____

Date: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.2

Board Meeting Date: 08/22/2025

Subject: C006826 Live Front to Dead Front Switch Replacement - Phase 3

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #7.2** increasing the budget for the Live Front to Dead Front Switch Replacement - Phase 3 project from \$2,200,000 to \$3,600,000; authorizing the District Administrator to execute Contract #C006826 with The Fishel Company for construction services in the amount of \$1,793,147 plus 10% contingency for a total amount of \$1,972,461; approving an allowance of \$1,000,000 for the procurement of owner furnished materials, and approving an additional allowance not-to-exceed \$250,000 for RCES construction phase design/support services fees

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid Released: April 21, 2025

BACKGROUND:

This is the last in a series of projects to replace live-front switchgear with dead-front pad-mounted switchgear. This project removes 12 live-front switches and replaces them with 8 dead-front switches.

At one point there were over 100 live-front switches in the distribution system. Upon completion of this project there will be no live-front switches remaining.

An Invitation to Bid (ITB) was prepared to identify qualified contractors to provide concrete encased duct bank, directional drilled conduits, direct buried conduits, electric pull boxes, temporary generator support and switch pads. The contractor shall also provide 15kV cable splices and cable terminations as indicated in the project design plans and install owner-furnished pad-mounted switches and owner-furnished 15kV cable. The contractor shall provide generators and maintenance of traffic as required

FINDINGS AND CONCLUSIONS:

On April 21, 2025, Invitation to Bid #C006826 was released as a construction services bid to contractors.

Four (4) bids were received as follows:

Vendor's Legal Name	Vendor's Local Office	Base Bid Amount
The Fishel Company	Groveland, FL	\$1,793,146.26
Bluewater, Inc.	Lake Mary, FL	\$2,164,000.00
Carter Electric*	Apopka, FL	\$3,430,821.00
Maddox Electric Company, LLC*	Winter Garden, FL	\$4,668,455.00

*BuyLocalNow Vendor

Steadfast Line Holdings LLC withdrew their bid from consideration. The Fishel Company was the lowest responsive and responsible bidder.

The Utilities Division is requesting approval to increase the budget for the Live Front to Dead Front Switch Replacement - Phase 3 project from \$2,200,000 to \$3,600,000, authorize the District Administrator to execute Contract #C006826 with The Fishel Company for construction services in the amount of \$1,793,147 plus 10% contingency for a total amount of \$1,972,461, approve an allowance of \$1,000,000 for the procurement of owner furnished materials, and approve an additional allowance not-to-exceed \$250,000 for RCES design/support services fees during the construction phase.

FISCAL IMPACT:

Funding will be from the 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
- Evaluation Scores



LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III

Agreement: C006826

PROJECT MANUAL

ISSUED FOR CONSTRUCTION

Date of Issuance: August 22, 2025

Owner:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830
Owner's Representative:	Reedy Creek Energy Services 5300 N. Center Drive Lake Buena Vista, Florida 32830
Engineer / Architect of Record:	Chen Moore & Associates, Inc. 501 Riverside Avenue, Suite 501 Jacksonville, Florida 32202
Contractor:	The Fishel Company 1366 Dublin Road Columbus, Ohio 43215

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:

LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III

ISSUED FOR CONSTRUCTION

Contract Number: C006826

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

Project Specific Safety Plan Sample Form

CFTOD Project Specific Safety Plan (PSSP) Requirements

Drawings – Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III, revised August 4, 2025. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Specifications - For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III, revised August 4, 2025. All specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Specifications (with the exception of the Specifications listed below) are available electronically for viewing and download under the Invitation to Bid ("ITB") C006826: LIVE FRONT DEAD FRONT PHASE 3 at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/128715#> under Documents.

Specifications contained in this Agreement:

- Specification Section 00850 – List of Drawings and Specifications

END OF TABLE OF CONTENTS - PROJECT MANUAL

LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III
LUMP SUM AGREEMENT

THIS AGREEMENT, made effective as of August 22, 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 **The Fishel Company** (herein referred to as the "Contractor"), whose mailing address is 1366 Dublin Road, Columbus, Ohio 43215.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid ("ITB") No. C006826 on April 21, 2025 for Live Front Dead Front Phase 3;

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

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

Article 1
DEFINITIONS: THE CONTRACT DOCUMENTS

- 1.1. The capitalized terms used herein shall have the meanings set forth in the General Conditions of the Contract for Construction (herein referred to as the "General Conditions") unless a specific definition therefor is provided herein. Unless otherwise specified, references herein to numbered articles and paragraphs are to those in this Agreement. This Agreement shall be referred to throughout the Contract Documents as the "Agreement."
- 1.2. The Contract Documents consist of this Agreement, the Conditions of the Contract (General and Special), the Drawings, the Specifications, all Addenda (except portions thereof relating purely to any of the bidding forms or bidding procedures), all Modifications and all other documents identified in the "List of Contract Documents" included in Exhibit A, which is attached hereto. Such documents form the Contract and all are as fully a part thereof as if attached to this agreement or repeated herein.

Article 2
STATEMENT OF THE WORK

- 2.1. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work."
- 2.2. Exhibit A, "Project Description and List of Contract Documents," contains a brief description of the Project.
- 2.3. The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and nonprofessional services, and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the Work. The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor.

Article 3 OWNER'S REPRESENTATIVE

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

Article 4 THE ARCHITECT/ENGINEER

- 4.1. The Architect/Engineer for the Project (herein referred to as the "A/E") is Chen Moore & Associates, Inc., 501 Riverside Avenue, Suite 501, Jacksonville, Florida 32202.

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 1,095 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 **1,065 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 **1,095 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, SEVEN HUNDRED THOUSAND NINETY-THREE, ONE HUNDRED FORTY-SIX AND TWENTY-SIX ONE-HUNDREDTHS DOLLARS (\$1,793,146.26)** (herein referred to as the "Contract Sum") to cover the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor. The Contractor must provide documented proof of any price escalation for Owner review and consideration.

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

**Central Florida Tourism Oversight District
C/O: Reedy Creek Energy Services – Utilities Division
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869
All invoices shall be sent to wdw.rces.billing@disney.com**

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 ONE (1) year from the date of final completion. Contractor shall guarantee the materials provided shall be free from any defects for the longer of: (A) ONE (1) year from the date of final completion; or (B) the period of warranty provided by any supplier or manufacturer. The Owner may withhold final payment until the Contractor provides complete written manufacturers' warranties to the Owner's Representative at the end of the project.

Article 10 TERMINATION

- 10.1. Termination of the Contract by the Owner, with or without cause, and by the Contractor are provided for in Article 15 of the General Conditions. If the Owner terminates the Contract pursuant to Paragraph 15.2. of the General Conditions, and the unpaid balance of the Contract Sum exceeds the costs and expenses incurred by or on behalf of the Owner in finishing the Work, including compensation for any additional architectural, engineering, management and administrative services, such excess shall, upon the completion of the Work, be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

Article 11 LEGAL PROCEEDINGS

- 11.1. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.
- 11.2. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Contract, or arising out of any matter pertaining to this Contract or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (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 PUBLCRECORDS@OVERSIGHTDISTRICT.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 690519, ORLANDO, FLORIDA 32869.

Article 13 E-VERIFY COMPLIANCE

- 13.1. The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the

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

Article 14 FORCE MAJEURE

- 14.1. Neither Party will be liable for any failure or delay in performing an obligation under the Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or market-wide lack of availability of raw materials or energy.
- A. For the avoidance of doubt, Force Majeure shall not include: (1) financial distress nor the inability of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party's financial inability to perform its obligations hereunder.
 - B. The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - C. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of the Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance may be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

Article 15 NON-FUNDING

- 15.1. 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 16 NO WAIVER OF SOVEREIGN IMMUNITY

- 16.1. 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 17**SCRUTINIZED COMPANIES**

- 17.1. 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 18**PUBLIC CONSTRUCTION BOND**

- 18.1. 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, SEVEN HUNDRED THOUSAND NINETY-THREE, ONE HUNDRED FORTY-SIX AND TWENTY-SIX ONE-HUNDREDTHS DOLLARS (\$1,793,146.26)** 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.

SIGNATURES FOLLOWING PAGE

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

OWNER:
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONTRACTOR:
THE FISHEL COMPANY

Signature: _____
As authorized by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: August 22, 2025

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006826

I. Project Description

The Project is briefly described as follows:

SECTION 1. SCOPE OF WORK

- 1.1 The Contractor shall provide replacement of our multiple Live front switches with 9 Dead front PME switches, which includes, but is not limited to pads, 15kV 200amps load break elbow connectors and 15kV 600/900 amps T-OP11 elbow connectors. In addition to the installation of the PME switches, Contractor will be removing transformers, installing transformer and reconfiguring the circuit by running new cables, splicing into existing cables and directional drilling. This work will take place at multiple locations throughout CFTOD property.
- 1.2 The scope of this project includes providing concrete encased duct bank, directional drilled conduits, direct buried conduits, electric pull boxes, temporary generator support and switch pads. Contractor will provide 15kV cable splices and cable terminations as indicated. Install Owner-furnished PME type pad mounted switches and Owner-furnished 15kV cable. Contractor shall provide generators and MOT/TTC as required.
- 1.3 NOTE: This project will be a multi-year project covering multiple locations and will require planning the work and coordinating and requesting multiple outages. These outages will depend on approval from The Walt Disney World Company (WDW) and/or Reedy Creek Energy Services (RCES).
- 1.4 The above descriptions are intended to give a general definition of the Scope of Work and shall not be construed to be an itemized listing of all elements of work involved. The Contractor shall be responsible for the construction of complete facilities, conforming in all respects to the details and requirements of the specifications, drawings, and other contract documents. Contractor shall refer to Specification Section 01110 – Summary of Work for a complete scope of work.

SECTION 2. ADDENDA CLARIFICATIONS

- 2.1 Contractor shall provide the following permits including, but not limited to: generator permit, MOT permit, right-of-way permit, dig permits and other permits mentioned within the permit.
- 2.2 Regarding details and specifications for the racks at T4320, X4880, and X4328: Use the drawings and drawing notes as a reference of minimum requirements and plan on providing a submittal during the construction phase.
- 2.3 The expected duration of the outages depends on the area of work, on the system configuration, and type of work being performed. For instance, any outages at the Studios would be night work only ranging from 6-8 hours. Resort areas outages/work is from 9:00 AM to 5:00 PM, and Administration area we may be able to do the work during the daytime hours.
- 2.4 Third shift work depends on the area. The schedule is always subject to change due to operations throughout the project areas.
- 2.5 Blackout dates are all calendar holidays and respective weekends.
- 2.6 In Resort areas, work is limited to 9:00 AM to 5:00 PM.
- 2.7 The conduit work can be installed in advance; depending on the area of work. As long as it does not affect any utilities, or cause a power outage.
- 2.8 There are MOT/TTC restrictions depending on the area of work. If the work area is on a Disney-owned road, MOT/TTC requirements will be dictated by Disney standards and requirements. If work site is on a District-owned road, MOT/TTC requirements will be dictated by the District

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006826

- standards and requirements. Hence for each area, Contractor will need to work with Owner to ensure compliance.
- 2.9 When direct burying conduits, double silt fence around the entire excavation site depending on the area of work as needed.
- 2.10 The District is responsible for determining the wetland limits and permitting associated.
- 2.11 RE P432 compaction: Needs to be verified prior to work.
- 2.12 RE P448: Plan for splicing rather than extensions.
- 2.13 RE P255-F1: Owner would prefer cable over extended elbows.
- 2.14 RE AE500 call out note #14 on one line, on cable AE: This an error. Note on #14 is supposed to be listed on #13.
- 2.15 Generators are intended to support traffic signals and street lighting only. The generator plans will need to support all surrounding resorts, buildings, structures, traffic lights, streetlights, etc. when there is a power outage for work.
- 2.16 The District will provide the lightning arrestors.
- 2.17 Cable will be provided by the District.
- 2.18 The work is not simultaneous. Each location will be tackled individually.
- 2.19 The priority of sequence depends on the Contractor. However, the District prefers Old Key West to be completed at the very end as this location requires a lot of directional drilling and coordination with taxpayers.
- 2.20 Most of the vaults will be removed and filled in as mentioned in the Notes on each page of the plans.
- 2.21 The District foresees needing generators at the Studios. For the rest of the areas, Owner will be installing back feeds before replacing the switches. While replacing Switch P432, there will be the need for a generator at locations T4323, T4326, T4328, and T4322(X4322). While replacing P448, there will be the need for a generator located at T4480. Sizes of the generators for each location must be equal to the size of transformers.
- 2.22 Contractor shall refer to Addenda for ITB# C006826: Live Front Dead Front Phase 3 under documents, available at: <https://vendors.planetbids.com/portal/62171/bo/bo-detail/128715#> for the following information:
- A. Addendum 1: Aerial and regular photos with location markers; and
- B. Addendum 2: Photos of existing ground vault.

SECTION 3. CONTRACTOR EXCEPTIONS

- Engineering, dewatering and compaction, and density testing.
- Should unforeseen wet or unstable ground conditions be encountered, additional measures, including but not limited to dewatering, shoring, or trench stabilization, may be required.
- Pricing is based on 1st shift work, M-F, 7:00 AM to 3:30 PM, up to 40-hours a week. No overtime or night time work is included.
- Pricing is based on quantities as shown on the Drawings.
- We acknowledge the current volatility in commodity markets; therefore, pricing in this proposal may require adjustment upon award. The Contractor must provide documented proof of any price escalation for Owner review and consideration.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006826

SECTION 11. SPECIFICATION CLARIFICATIONS

- 11.1 References to Reedy Creek Improvement District ("RCID") are hereby replaced with Central Florida Tourism Oversight District ("CFTOD").
- 11.2 The exhibits referenced in Specification Section 01110 - Summary of Work (listed below) are available electronically for viewing and download under the documents tab of the Invitation to Bid ("ITB") C006826: Live Front Dead Front Phase 3 at the following link <https://vendors.planetbids.com/portal/62171/bo/bo-detail/128715#>:

- Exhibit A: Scope of Work
- Exhibit B: Plans
- Exhibit C: Specifications

For clarification, Exhibit A: Scope of Work is Specification Section 01110 – Summary of Work. Exhibit B: Plans are the Drawings. Exhibit C: Specifications are the entire set Specifications except for Section 01110 - Summary of Work that is attached separately as Exhibit A.

The Contractor shall refer to the revised Section 00850 – List of Drawings and Specifications, attached herein. This document in the contract shall take precedence over the original document in the Specifications.

- 11.3 On 01110 SUMMARY OF WORK: The header "List of Drawings & Specifications" is hereby replaced with Summary of Work.
- 11.4 On 01110 SUMMARY OF WORK (Page 4): In paragraph 2, Walt Disney Worl (Company) is hereby replaced with Walt Disney World (WDW).
- 11.5 On 01111 GENERAL INSTRUCTIONS TO CONTRACTOR (1.09.B.1.a.i): The link to 811 (<http://www.online811.com/>) is hereby replaced with <http://www.sunshine811.com/>.
- 11.6 On 01295 SCHEDULE OF VALUES (1.03.A.8.a): The section reference of 01788 - Project Record Documents is hereby replaced with 01789 - Project Record Documents, with Survey.
- 11.7 On 01420 REFERENCES (1.01.A): The link to the latest edition of the EPCOT Codes (www.rcid.org) is hereby replaced with <https://www.oversightdistrict.org/building-department/>. Contractor shall refer to the section labeled "EPCOT Building Codes."
- 11.8 On 01420 REFERENCES (1.04.B.32): Underwriter's Laboratories (UL) is hereby replaced with UL Solutions/Underwriter's Laboratories (UL).
- 11.9 On 01440 QUALITY ASSURANCE & QUALITY CONTROL (4.K.): The section reference of 01660 for mechanical and electronic equipment start-up restrictions is hereby replaced with 01750.
- 11.10 On 01440 QUALITY ASSURANCE & QUALITY CONTROL: Page 7, dated 09/09/21, is not applicable and hereby removed.
- 11.11 On 01630 SUBSTITUTIONS AND PRODUCT OPTIONS: Pages 6-7, dated 03/01/04, are not applicable and hereby removed.
- 11.12 On 01770 CLOSEOUT PROCEDURES (1.03.A.1): The section reference of 01788 for Project Record Documents is hereby replaced with 01789.
- 11.13 On 02448 HORIZONTAL DIRECTIONAL DRILLING (1.B.1.d): The section reference of 01788 for Survey Record: 01788 is hereby replaced with 01789.
- 11.14 On 02448 HORIZONTAL DIRECTIONAL DRILLING (2.A.4): In the second paragraph, the section reference of 02505 - Pipeline Identification and Marking is hereby replaced with 02505 - Underground Utilities Marking.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006826

- 11.15 On 02448 HORIZONTAL DIRECTIONAL DRILLING (3.A.12): The section reference of 01788 for detailed survey information is hereby replaced with 01789.
- 11.16 On 02781 BRICK & CONCRETE PAVING (1.H.1): The section reference of 01330 for procedures is not applicable. for detailed survey information is hereby replaced with 01789.
- 11.17 On 13500 CHILLER PLANT CONTROL SYSTEM HARDWARE AND ELECTRICAL (2.01): The number in this section is hereby corrected from A, B, A, B to A, B, C, D. The section reference of 13501 for Chiller Plant Control System Software and Programming is hereby replaced with 13510.
- 11.18 On 16120 CONDUCTORS AND CABLE: Page 14, dated 09/09/01 and the two following pages for the Megger Report Form are not applicable and hereby removed.

II. List of Contract Documents

- A. Drawings: Drawings are separately bound. For the List of Drawings, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III, and revised August 4, 2025. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.
- B. Specifications: For the List of Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III, and revised August 4, 2025. All Drawings listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.
- C. Specifications (with the exception of the Specifications listed below) are available electronically for viewing and download under the Invitation to Bid ("ITB") C006826: LIVE FRONT DEAD FRONT PHASE 3 at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/128715#> under Documents:
- Specifications contained in this Agreement:
 - o Specification Section 00850 – List of Drawings and Specifications
- D. This Exhibit A, Project Description and List of Contract Documents, 5 pages
- E. Exhibit B, Project Milestone Schedule, 1 page
- F. Exhibit C, Recap of Contract Sum, 1 page
- G. Exhibit D, Pending Alternates, 1 page
- H. Exhibit E, Unit Price Schedule, 1 page
- I. Special Contract Conditions, June 2023 Ed., 15 pages
- J. General Conditions of the Contract for Construction, including table of contents, February 2025 Ed., 26 pages
- K. Payment Bond, 2 pages
- L. Performance Bond, 2 pages
- M. Consent of Surety for Partial Payment Application, 1 page
- N. Dual Obligatee Rider, 1 page
- O. Contractor's Interim Affidavit (SAMPLE), including Schedule A, 2 pages
- P. Contractor's Request for Information (SAMPLE), 1 page
- Q. Directive (SAMPLE), 1 page

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
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- R. Change Order (SAMPLE), including Exhibit A, 2 pages
- S. Close-Out Change Order (SAMPLE contains Certificate of Substantial Completion), including Attachments A through F, 9 pages
- T. Punch List (SAMPLE), 1 page
- U. RCES Contractor Safety Expectation - Confined Spaces, 3 pages
- V. RCES Lockout/Tagout (LOTO) Program, 10 pages
- W. Project Specific Safety Plan Sample Form, 2 pages
- X. CFTOD Project Specific Safety Plan (PSSP) Requirements, 3 pages
- Y. Specification Section 00850 – List of Drawings and Specifications, 4 pages

End of Exhibit A

EXHIBIT B
PROJECT MILESTONE SCHEDULE
Contract No.: C006826

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

MILESTONE DESCRIPTION	START DATE	COMPLETION DATE
Notice-to-Proceed	Day 1	Day 1
Substantial Completion	Day 1	1,065 Days from Notice-to-Proceed
Final Completion	Day 1,065	1,095 Days from Notice-to-Proceed

End of Exhibit B

EXHIBIT C
RECAP OF CONTRACT SUM
Contract No.: C006826

The Contract Sum is based solely on the Contractor's proposed Lump Sum Fixed Price of **\$1,793,146.26**.

Item	Description	UOM	QTY	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$1	\$1
2	General Conditions	LS	1	\$23,060.57	\$23,060.57
3	Installation of X4322, all primary and secondary work associated, Removals as indicated	LS	1	\$52,508.50	\$52,508.50
3A	MOT for associated X4322 work	LS	1	\$6,444.09	\$6,444.09
4	Installation of X4320, all primary and secondary work associated, Removals as indicated	LS	1	\$39,799	\$39,799
4A	MOT for X4320 associated work	LS	1	\$7,488.56	\$7,488.56
5	Installation of X4328, all primary and secondary work associated, Removals as indicated	LS	1	\$84,017.22	\$84,017.22
5A	MOT for X4328 associated work	LS	1	\$9,660.52	\$9,660.52
6	Installation of conduits and cable between X4322 & X4320	LS	1	\$62,822.65	\$62,822.65
6A	MOT for associated work	LS	1	\$15,511.31	\$15,511.31
7	Replacement of P432	LS	1	\$67,514.13	\$67,514.13
8	Removal of T4321	LS	1	\$57,058.93	\$57,058.93
9	Installation of X4480, all primary and secondary work associated	LS	1	\$67,514.13	\$67,514.13
9A	MOT for X4480 associated work	LS	1	\$12,058.52	\$12,058.52
10	Replacement of P448	LS	1	\$43,563.13	\$43,563.13
10A	MOT for P448 associated work	LS	1	\$7,283.23	\$7,283.23
11	Removal of P231 and all associated cable/conduit work	LS	1	\$132,394.11	\$132,394.11
11A	MOT for P231 associated work	LS	1	\$9,660.52	\$9,660.52
12	Removal of P232 and all associated cable/conduit work	LS	1	\$71,204.22	\$71,204.22
12A	MOT for associated P232 work	LS	1	\$11,058.52	\$11,058.52
13	Cable and conduit installation from P224 & T2312	LS	1	\$111,629.48	\$111,629.48
13A	MOT for associated P224 & T2312 work	LS	1	\$15,191.91	\$15,191.91
14	All work associated with P247, P248, & 249	LS	1	\$101,724.10	\$101,724.10
14A	MOT for P247, P248, P249 associated work	LS	1	\$9,360.70	\$9,360.70
15	All work associated with P245, P244, P243, and P432	LS	1	\$390,028.50	\$390,028.50
15A	MOT for P245, P244, P243, P242 associated work	LS	1	\$24,337.82	\$24,337.82
16	Cable and conduit work between T2992 & T2550	LS	1	\$34,656.39	\$34,656.39
16A	MOT for T2992 & T2550 associated work	LS	1	\$81,867.62	\$81,867.62
17	Replacement of P255	LS	1	\$32,247.55	\$32,247.55
18	Cable and conduit work between P255 and T2994	LS	1	\$13,967.26	\$13,967.26
19	Removal of OH/UG Tap and associated with T2994	LS	1	\$44,220.16	\$44,220.16
20	Cable and conduit work between T2994 & T2575	LS	1	\$22,543.33	\$22,543.33
21	Removal of OH/UG Tap associated with T2575	LS	1	\$37,679.47	\$37,679.47
22	Replacement of P319	LS	1	\$8,764.90	\$8,764.90
23	Cable and conduit work associated with tie between T3190 & cable "V"	LS	1	\$20,459.66	\$20,459.66
24	MOT for T3190 & cable "V" associated work	LS	1	\$10,195.17	\$10,195.17
25	Temporary Generators	LS	1	\$53,649.38	\$53,649.38
LUMP SUM GRAND TOTAL				\$1,793,146.26	

End of Exhibit C

EXHIBIT D
PENDING ALTERNATES
Contract No.: C006826

THERE ARE NO PENDING ALTERNATES

End of Exhibit D

EXHIBIT E
UNIT PRICE SCHEDULE
Contract No.: C006826

THERE IS NO UNIT PRICE SCHEDULE

End of Exhibit E

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(i) Table of Contents:

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

(ii) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. RESERVED

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

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

B. CADMIUM and/or LEAD

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

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C. CHLOROFLUOROCARBONS (CFCs)

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches

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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.
- 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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

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

CONTRACTOR:

THE FISHEL COMPANY
1366 Dublin Road
Columbus, Ohio 43215 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: August 22, 2025
Contract No. C006826
Project: LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III

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

Contract Sum: ONE MILLION, SEVEN HUNDRED THOUSAND NINETY-THREE, ONE HUNDRED FORTY-SIX AND TWENTY-SIX ONE-HUNDREDTHS DOLLARS (\$1,793,146.26) (hereinafter "Contract")

BOND:

Date: August 22, 2025
Amount: ONE MILLION, SEVEN HUNDRED THOUSAND NINETY-THREE, ONE HUNDRED FORTY-SIX AND TWENTY-SIX ONE-HUNDREDTHS DOLLARS (\$1,793,146.26) (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:
THE FISHEL COMPANY

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

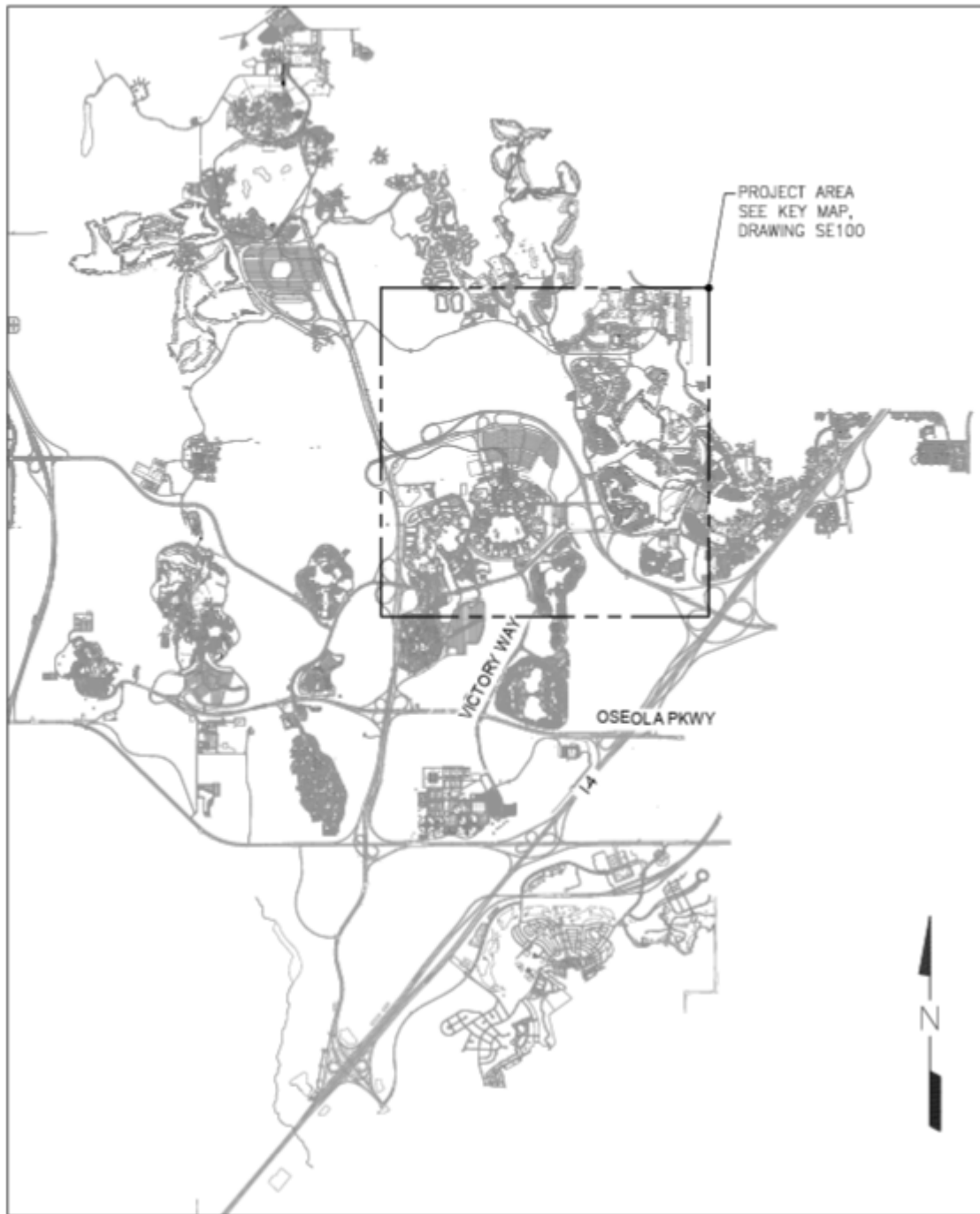
Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attachment A – Project Location



PROJECT LOCATION
N.T.S.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND**

OWNER:

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

CONTRACTOR:

THE FISHEL COMPANY
1366 Dublin Road
Columbus, Ohio 43215 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: August 22, 2025
Contract No. C006826
Project: LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III

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

Contract Sum: ONE MILLION, SEVEN HUNDRED THOUSAND NINETY-THREE, ONE HUNDRED FORTY-SIX AND TWENTY-SIX ONE-HUNDREDTHS DOLLARS (\$1,793,146.26) (hereinafter "Contract")

BOND:

Date: August 22, 2025
Amount: ONE MILLION, SEVEN HUNDRED THOUSAND NINETY-THREE, ONE HUNDRED FORTY-SIX AND TWENTY-SIX ONE-HUNDREDTHS DOLLARS (\$1,793,146.26) (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:
THE FISHEL COMPANY

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

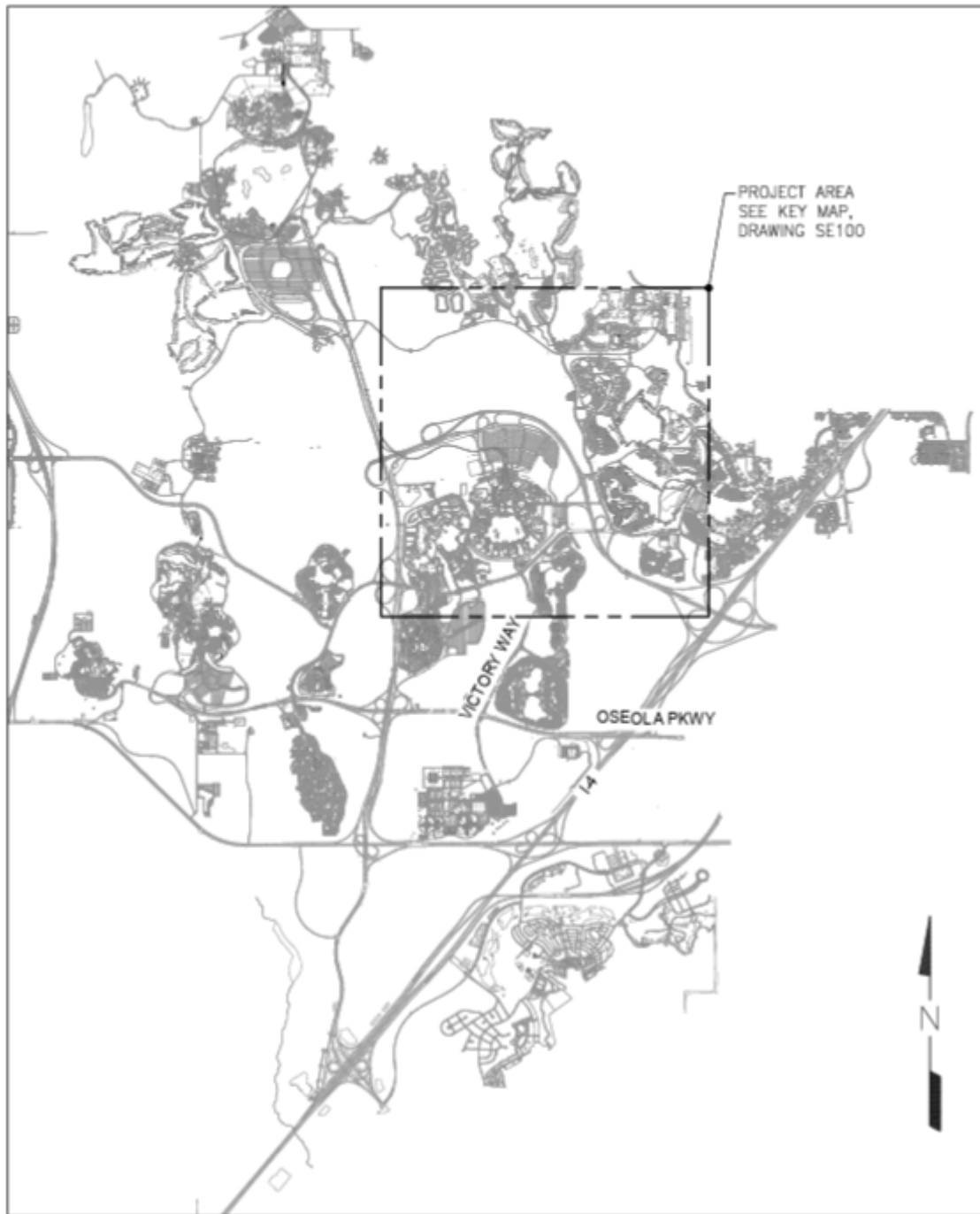
Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attachment A – Project Location



PROJECT LOCATION
N.T.S.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
CONSENT OF SURETY FOR PARTIAL PAYMENT APPLICATION**

(Date) _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869

Re: Consent of Surety

Bond # _____

Contract # C006826

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: **The Fishel Company**

By _____

Surety

By _____

CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: THE FISHEL COMPANY

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No.: C006826, dated August 22, 2025, for LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to, or claimed by, all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of liens and waivers of claims through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Contractor: The Fishel Company

By: _____

Print Name

Print Title

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Page 2 of 2

Date: _____

From: THE FISHEL COMPANY

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006826, dated August 22, 2025, between CENTRAL FLORIDA TOURISM DISTRICT and THE FISHEL COMPANY

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

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

Please initial: _____
Contractor

CONTRACTOR'S REQUEST FOR INFORMATION

RFI NO: _____

DATE: _____

DATE INFORMATION REQUIRED: _____

SUBMITTED BY: _____

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

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

Contract Drawing Ref. _____
Shop Drawing Ref _____
Specification Ref. _____
Other: _____

SUBJECT: _____

DESCRIPTION: _____

By: _____

ENGINEER/ARCHITECT ASSIGNMENT

To: _____

Date: _____

From: _____

ENGINEER/ARCHITECT RESPONSE

REPLY: _____

By: _____

Date: _____

RESPONSE TO CONTRACTOR

To: _____

Date: _____

Copy To: _____

From: _____

DIRECTIVE NO.

CONTRACT NO: C006826

DATE: _____

PROJECT: **LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III**

SUB-PROJECT: _____

CONTRACTOR: The Fishel Company

ATTACHMENTS:

DESCRIPTION: _____

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

The following is applicable to this Directive as marked:

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

Approved:

Recommended for Approval:

Central Florida Tourism Oversight District Date

Engineer/Architect (insert company name) Date

Accepted:

Contractor: The Fishel Company Date

Copy: Contract File

Engineer/Architect's Project Manager: _____

Owner's Project Manager: Craig Sandt

PROJECT: LIVE FRONT TO DEAD FRONT SWITCH
REPLACEMENT-PHASE III

CONTRACT NO. C006826

CONTRACTOR: The Fishel Company
1366 Dublin Road
Columbus, OH 43215

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>\$1,793,146.26</u>
2. Total net change by previous Change Orders	<u>«Prior Revisions Fee Amount»</u>
3. Contract Sum prior to this Change Order	<u>«Prior Contract Sum Amount»</u>
4. Contract Sum will be adjusted with this Change Order	<u>«Fee Amount»</u>
5. Adjusted Contract Sum including this Change Order	<u>«Total Contract Fee Amount»</u>
6. Original Contract Time	<u>«Original Completion Date»</u>
7. Contract Time prior to this Change Order	<u>«Prior Completion Date»</u>
8. Adjustment in Contract Time by this Change Order	<u>«Extended Days» days</u>
9. Adjusted Contract Time including this Change Order	<u>«Current Completion Date»</u>

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

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

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

OWNER
**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT**

CONTRACTOR
THE FISHEL COMPANY

Signature: _____

Signature: _____

Print Name: S.C. Kopelousos

Print Name: _____

Title: District Administrator

Title: _____

Date: _____

Date: _____

CONTRACT NUMBER: C006826
CHANGE ORDER NO. « Change Order_Number»
Page 2

EXHIBIT A

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

Sample

Please initial:

Contractor

PROJECT: LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III

CONTRACT NUMBER: C006826

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>\$1,793,146.26</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. C006826 and, along with the other terms of this Close-out Change Order, constitute material consideration and representations to the Owner to induce the Owner into execution of this Close-out Change Order.

CONTRACT CLOSE-OUT DOCUMENTS

Attachment A	General Release
Attachment B	Contractor's Affidavit
Attachment C	Waiver of Claim/Waiver of Lien/Litigation List
Attachment D	Contractor's Guarantee to Owner
Attachment E	Consent of Surety
Attachment F	Certificate of Substantial Completion

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

Please initial: _____

Contractor

Closeout Change Order

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

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

OWNER:
**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT**

Signature: _____

Print Name: S.C. Kopelousos

Title: District Administrator

Date: _____

CONTRACTOR:
THE FISHEL COMPANY

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR: The Fishel Company
CONTRACT NUMBER: C006826
CHANGE ORDER NO. (Insert C.O. Number)

GENERAL RELEASE

Attachment A

CONTRACT NO. C006826

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, THE FISHEL COMPANY, the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated August 22, 2025, Contract No. C006826, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and THE FISHEL COMPANY and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

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

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

Attested on this date _____.

The Fishel Company
(Contractor)

Signature

Print Name

Print Title

Closeout Change Order

CONTRACTOR: The Fishel Company
CONTRACT NUMBER: C006826
CHANGE ORDER NO. (Insert C.O. Number)

CONTRACTOR'S AFFIDAVIT

Attachment B
Page 1

From: THE FISHEL COMPANY

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

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

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. C006826, dated August 22, 2025, for the LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III project.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

The Fishel Company
(Contractor)

By: _____

Print Name

Print Title

CONTRACTOR: The Fishel Company
CONTRACT NUMBER: C006826
CHANGE ORDER NO. (Insert C.O. Number)

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Attachment B
Page 2

Date: (Insert Date)

From: The Fishel Company

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006826, dated August 22, 2025, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and THE FISHEL COMPANY

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

NAME

AMOUNT DUE AND OWING

OTHER

Please initial: _____
Contractor

CONTRACTOR: The Fishel Company
CONTRACT NUMBER: C006826
CHANGE ORDER NO. (Insert C.O. Number)

Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: The Fishel Company

CONTRACT NO. C006826

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

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

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

TYPE

COMPANY FILING NOTICE

UNDER AN ORDER GIVEN BY:

Please initial: _____
Contractor

CONTRACTOR: The Fishel Company
CONTRACT NUMBER: C006826
CHANGE ORDER NO. (Insert C.O. Number)

CONTRACTOR'S GUARANTEE TO OWNER

Attachment D

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006826

Project: LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III

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

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

The Fishel Company
(Contractor)

By: _____

(Title)

Local Representative to be contacted for service:

Contractor: The Fishel Company

Name: _____

Address: 1366 Dublin Road
Columbus, OH 43215

Telephone No.: _____

Closeout Change Order

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. C006826, dated August 22, 2025, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III 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: The Fishel Company
CONTRACT NUMBER: C006826
CHANGE ORDER NO. (Insert C.O. Number)

Attachment F

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006826
PROJECT: LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III
CONTRACTOR: The Fishel Company
DATE: _____

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

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

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

By: _____

Name: _____

Title: _____

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

CONTRACT NO.: C006826

PROJECT: LIVE FRONT TO DEAD FRONT SWITCH REPLACEMENT-PHASE III

CONTRACTOR: The Fishel Company

DATE: _____

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

SEE ATTACHED LIST (____pages), dated _____, 20__

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

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

Owner's Representative



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.

Rev	Description of Change	Owner	Effective Date
A	Updated to reference RCES	Manager, Utility	2018 Jan 30
B	Changes based on review and comments from RCID	Manager, Utility	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
 - o 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.
 - o An Affected Cast Member must be familiar with LOTO and be able to recognize equipment under LOTO.
 - o 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
 - o 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.
 - o 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
 - o 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.
 - o 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
 - o 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 1		LOTO Number 2	Group Lock Box Number 3	Maximo Number 4				
Equipment / System to be tagged 5				Written By: 7				
Reason for Lock Out Tag Out 6				Checked By: 8				
Group Leader 9	No. Tags Issued 10	Date / Time 11/	Zero Energy State Verified By: (Mechanical) 12		Date / Time 13/			
Final Removal Ordered By 16		Date / Time 17/	Zero Energy State Verified By: (Electrical) 14		Date / Time 15/			
Date	Time	Tag Numbers Added/Removed	Reason for Change		Verified And Accepted By			
26	27	28	29		30			
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
1	18	19	20	21	22	23	24	25
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. **2nd 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.*

RCES Lockout-Tagout (LOTO) Program

Appendix 2

Sheet 2

Reedy Creek Energy Services, Inc										
LOCKOUT / TAGOUT SIGN ON SHEET										
Plant			LOTO Identification Number			Maximo Number				
1			2			3				
Date On	Time On	Dept / Company	Verified And Accepted By			When signing off: Is the work complete?				
4	5	6	7							
Date Off	Time Off	Sign OFF				(legibly circle one)	YES	NO	11	
8	9		10							
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		
	1			2			3		
Accept	4				Release	5			
Date	Time	Name	Signature		Date	Time	Name	Signature	
4a	4b	4c	4d		5a	5b	5c	5d	

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

EMERGENCY LOCKOUT LOCK REMOVAL																					
DATE: _____		TIME: _____	WORK LOCATION & EQUIPMENT ID: _____																		
PROCEDURES: 1. Contact Responsible Person/Supervisor about situation 2. Verify Authorized Person is not in building or working on equipment 3. Supervisor attempts to contact Level 2 Authorized Cast Member who placed lock on equipment 4. Executive is notified and approves removal 5. Work area is cleared and a Level 3 Responsible Person determines it safe to re-energize equipment 6. Cast Members are notified of equipment being re-energized 7. Ensure controls are in Off position 8. Remove the lock 9. Re-Energize equipment 10. Notify Cast Members equipment or machine is ready to use 11. Submit completed form to Safety																					
																					
NAME OF AUTHORIZED PERSON ON LOCK: _____																					
REASON FOR REMOVAL: _____																					
Yes	No	n/a	<table border="1"> <thead> <tr> <th>Checklist</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td>Management has been unsuccessful in contacting the Authorized Person to determine if he/she is available to remove the lock or tag?</td> <td></td> </tr> <tr> <td>An Executive has been notified and has approved the removal? If yes, provide name in comments.</td> <td></td> </tr> <tr> <td>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?</td> <td></td> </tr> <tr> <td>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?</td> <td></td> </tr> <tr> <td>The Level 3 Responsible Person has removed the lock or tag?</td> <td></td> </tr> <tr> <td>Lockout tagout devices have been removed and the machine or equipment has been reenergized?</td> <td></td> </tr> <tr> <td>All affected Cast Members have been notified that the servicing or maintenance is completed and the equipment is ready for use? If yes, how?</td> <td></td> </tr> <tr> <td>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?</td> <td></td> </tr> </tbody> </table>	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?	
Checklist	Comments																				
Management has been unsuccessful in contacting the Authorized Person to determine if he/she is available to remove the lock or tag?																					
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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?																					
SUPERVISOR AUTHORIZING REMOVAL: PRINT NAME: _____ SIGNATURE: _____																					
PERSON PERFORMING LOCK REMOVAL: PRINT NAME: _____ SIGNATURE: _____																					

Project Specific Safety Plan Sample Form
PROJECT SPECIFIC SAFETY PLAN GUIDELINES

Example Format:

PROJECT SPECIFIC SAFETY PLAN

Project Name
Contract #
Maximo #

Contractor:	Date:	Project Start Date:

1.1.1 Contacts / Responsibilities:

Name	Title	Email	Phone
Name	President/Owner of company		
Name	Project Manager		
Name	Safety Manager		
Name	Field Supervision/ Superintendent		
All of Contractor's Subcontractors and Sub-Subcontractors (if any)			
RCES Personnel:			
	RCES Sr. Project Manager		
	RCES Field Representative		
	RCES Field Representative		
	RCES Project Coordinator		
	RCES Project Planner		
Jamie Borr	RCID Safety	JBorr@RCID.org	407-947-5545
Lee Aumend	WDW Safety	Lee.B.Aumend@disney.com	321-388-3921

1.1.2 Scope of Work:

1.1.3 Job Safety Analysis (JSA) and Hazard/Risk Matrix: (Hazard Matrix should resemble example below)

Step	Task	Potential Incident	Control Measure	PPE
H5 Hazard				
H4 Hazard				
H2 & H3 Hazard				
H1 Hazard				

1.1.4 Attach Pre-task Planning Form (Include items outlined in PSSP Narrative)

Project Specific Safety Plan Sample Form

PROJECT SPECIFIC SAFETY PLAN GUIDELINES

Narrative Overview:

1.1.1 Contacts / Responsibilities: 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)
- RCES Contacts

1.1.2 Scope of Work: This section can be a few paragraphs long and should be a narrative of the how the contractor intends to complete the contract scope. The section shall include translating the contract scope of work into a specific detailed work plan. It shall identify location(s), means and methods of accomplishing the plan, anticipated sequence of events, equipment to be used, etc. Please note that this includes all work to be performed by the Contractor and Subcontractors of every tier.

The scope shall also identify the following:

- Maximum height and depth of work activities
- Industrial hygiene issues
- Exposure to high hazard areas including but not limited to:
 - water ways
 - diving
 - crane lifts
 - energized electrical systems
 - confined spaces
 - maintenance of traffic ("MOT")
 - guest areas

1.1.3 Job Safety Analysis (JSA) / (Hazard/Risk Matrix): 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 hazards and the potential incidents associated with each work activity.
- Identification of methods to reduce or eliminate the hazards and potential incidents.

It's important that the JSA/Hazard Matrix outline all task expected to be performed to complete the contract scope.

1.1.4 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



CENTRAL FLORIDA TOURISM OVERSIGHT PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS

Section 1. INTRODUCTION

A Project Specific Safety Plan ("PSSP") is a communication tool between contractors and the Owner's Representative. Used correctly, the PSSP ensures that relevant project/site-specific safety information is identified, monitored and communicated to all involved with the project.

Section 2. PURPOSE

The PSSP will allow all those involved with the project to easily identify the existing and potential hazards associated with the scope of work and what methods the contractor shall utilize to mitigate the hazards to an acceptable level.

This should not be an overly complex document. It should be easily referenced by all those working on the project. The document should be able to be used as part of the daily pre task planning and for onsite safety meetings (toolbox talks).

The PSSP should not be a version of the company safety plan. It is Project / Site / Task specific. The PSSP shall include the applicable information commensurate with the size, complexity and risk level of the project.

The PSSP shall make it clear that everyone on the project has the right to report hazards and unsafe practices without fear of reprisal.

Contractor shall submit a PSSP to the Owner's Representative for review prior to project commencement with appropriate time for review. The Owner's Representative reserves the right to ask the Contractor to resubmit the PSSP if safety critical items related to the project are missing or incomplete.

The submittal of the PSSP does not relieve the Contractor from any other submittals required by the Contract Documents, including but not limited to:

- Construction & Demolition Safety Plan
- Crane Critical Lift Plan
- Hazardous Materials Disposal Plan
- Maintenance of Traffic Plan
- Hurricane / Weather Contingency Plan

Section 3. FORMAT

The Owner's Representative will not dictate the exact format of the PSSP. However, there are four critical components of the PSSP:

- Responsibilities / Contacts
- Scope of work
- Job Safety Analysis (JSA)
- Pre-Task / Daily Safety Planning



Section 4. RESPONSIBILITIES / CONTACTS

This section shall simply and clearly define the duties and responsibilities of the Contractor's personnel regarding the work to be completed and safety and health program implementation. It should also include means to contact those listed (i.e. phone, email, etc.)

- Contractor's President/Owner (of company)
- Contractor's Project Manager
- Contractor's Safety Manager (if applicable)
- Contractor's Field Supervision/ Superintendent
- All of Contractor's Subcontractors and Sub-Subcontractors (if any)

Section 5. SCOPE OF WORK

The Scope of Work shall include translating the contract scope of work into a specific detailed work plan. It shall identify location(s), means and methods of accomplishing the plan, anticipated sequence of events, equipment to be used, etc. Please note that this includes all work to be performed by the Contractor and Subcontractors of every tier.

The scope shall also identify the following:

- Maximum height and depth of work activities
- Industrial hygiene issues
- Exposure to high hazard areas including but not limited to:
 - o Water ways
 - o Diving
 - o Crane lifts
 - o Energized electrical systems
 - o Confined spaces
 - o Temporary Traffic Control ("TTC"), formerly maintenance of traffic ("MOT")
 - o 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

Specification Section 00850 - List of Drawings & Specifications

Central Florida Tourism Oversight District

Maximo No. 7027345

Project: Live Front to Dead Front Switch Replacement-Phase III

Section 00850

List of Drawings & Specifications

Issue Date: 1/10/2025

Revised August 4, 2025

SECTION 00850

LIST OF DRAWINGS & SPECIFICATIONS

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

Project Manual

Entitled: ~~Live Front — Dead Front Phase 3~~ Live Front to Dead Front Switch Replacement-Phase III

Dated: ~~1/10/25~~ Revised August 4, 2025

Prepared by:

- Bidding Documents and Division 0 and Division 1 Specifications and all Contract Documents, excluding Drawings and Divisions 2 through 16 Specifications were prepared by Central Florida Tourism Oversight District
- Division 2 through Division 16 Specifications: Prepared by Reedy Creek Energy Services.
- Drawings: Prepared by Chen Moore and Associates

DRAWINGS: 35-39 Sheets

The following list of drawings is applicable to the foregoing.

<u>Drawing No.</u>	<u>Title</u>	<u>Date Issue</u>
SV100	Drawing Index & General Notes	1/10/25
SV101	Legend, Symbols, and Abbreviations	1/10/25
SE100	Key Map	1/10/25
SE101	Studio Plan	1/10/25
SE102	Plan and Profile T4320 to T4322	1/10/25
SE103	Enlarged Plan T4320 to T4322	1/10/25
SE104	Enlarged Plan P448 to T4480	1/10/25
SE105	Enlarged Plan P432 to T4321	1/10/25
SE106	Enlarged Plan T4328	1/10/25
AE100	Old Key West Plan	1/10/25
AE101	Plan and Profile T2320 to T4331	1/10/25
AE102S1	Plan and Profile P247 to P249 Sheet 1	1/10/25
AE102S2	Enlarged Plan P247 to P249 Sheet 2	1/10/25
AE103	Plan and Profile P242 to P243	1/10/25
AE104	Plan and Profile P244 to P245	1/10/25
AE105S1	Enlarged Plan P231 and P232 Existing	1/10/25
AE105S2	Enlarged Plan P231 and P232 Modified	1/10/25
AE106	Enlarged Plan T2312, T2313, P223, and P224	1/10/25
AE107S1	Enlarged Plan P243 and P244 Existing	1/10/25
AE107S2	Enlarged Plan P243 and P244 Modified	1/10/25
AE108	Admin Plan	1/10/25
AE109	Plan and Profile T2992 to T2550	1/10/25
AE110	Plan and Profile P255 to T2575	1/10/25
AE111	Enlarged Plan T2994 and T2575	1/10/25
LE100	Plan and Profile P339	1/10/25
SE200	Cable Schedule and Owner Furnished Equipment List	1/10/25
SE201	Miscellaneous Details Sheet 1	1/10/25
SE202	Miscellaneous Details Sheet 2	1/10/25
SE203	Miscellaneous Details Sheet 3	1/10/25
SE204	T4320 Temporary Generator Plan	1/10/25
SE205	T4322 Temporary Generator Plan	1/10/25
SE206	T4326 Temporary Generator Plan	1/10/25
SE207	T4480 Temporary Generator Plan	1/10/25
SE500	Studio P432 Existing and Modified 15kV One Line Diagram	1/10/25
AE500-1	Admin Existing and Modified 15kV One Line Diagram	1/10/25

1

Specification Section 00850 - List of Drawings & Specifications

Central Florida Tourism Oversight District

Maximo No. 7027345

Section 00850

List of Drawings & Specifications

Project: Live Front to Dead Front Switch Replacement-Phase III Revised August 4, 2025 Issue Date: 1/10/2025

AE500-2	Old Key West P231, P232, P233 & P224 Existing and Modified 15kV One Line Diagram	1/10/25
AE500-3	Old Key West P242 & P245 Existing and Modified 15kV One Line Diagram	1/10/25
AE500-4	Old Key West P247 & P249 Existing and Modified 15kV One Line Diagram	1/10/25
LE500	Lake Buena Vista P319 Existing and Modified 15kV One Line Diagram	1/10/25

SPECIFICATIONS:

The following list of specifications is applicable to the foregoing.

<u>Section No.</u>	<u>Specification Title</u>	<u>Date</u>
DIVISION 0 – CONTRACT & BIDDING DOCUMENTS:		
00850	List of Drawings & Specifications	~~1/10/25~~ 08/04/25

THE FOLLOWING DIVISIONS ARE FROM:

RCES ELECTRICAL CONSTRUCTION SPECIFICATIONS 2009 REV. 4 DATED 09/09/2022

DIVISION 1 – GENERAL REQUIREMENTS

01019	Owner Purchased Products	~~N/A~~ 08-2015
01110	Summary of Work (attached separately to ITB as Exhibit A: Scope of Work)	1-10-25
01111	General Instructions to Contractor	08-2015
01210	Allowances	08-2015
01230	Alternates	08-2015
01295	Schedule of Values	08-2015
01310	Project Coordination	08-2015
01314	Project Meetings	08-2015
01325	Scheduling of the Work	08-2015
01330	Submittal Procedures	08-2015
01350	Permitting Procedures	08-2015
01410	Regulatory Requirements	08-2015
01420	References	08-2015
01440	Quality Assurance & Quality Control	07-27-23
01455	Testing and Inspection Inspecting Services	08-2015
01500	Temporary Facilities and Controls	08-2015
01571	Stormwater Pollution Prevention Plan	08-2015
01575	Erosion and Sedimentation Control	08-2015
01630	Substitutions and Products Options	08-2015
01640	Owner-Furnished Products	08-2015
01660	Product Storage & Handling Procedures	08-2015
01710	Soils Investigations	08-2015
01721	Surveying – Third Party	07-27-23
~~01722~~ 01050	Field Engineering	~~08-2015~~ 05-03-19
01730	Execution	08-2015
01732	Cutting and Patching	08-2015
01740	Cleaning	08-2015
01750	Starting and Adjusting	08-2015
01770	Closeout Procedures	08-2015
01789	Project Record Documents, with Survey	07-27-23

~~THE FOLLOWING DIVISIONS ARE FROM:~~

~~RCES ELECTRICAL CONSTRUCTION SPECIFICATIONS 2009 REV. 3 DATED 08/27/10~~

Specification Section 00850 - List of Drawings & Specifications

Central Florida Tourism Oversight District
Maximo No. 7027345
Project: Live Front to Dead Front Switch Replacement-Phase III

Section 00850
List of Drawings & Specifications
Issue Date: 1/10/2025
Revised August 4, 2025

DIVISION 2 – SITE WORK

02220	Site Demolition	6/8/09
02230	Site Clearing	6/8/09
02240	Dewatering	6/8/09
02260	Excavation Support	6/8/09
02310	Grading	6/8/09
02320	Excavating & Backfilling for Utilities	6/8/09
02321	Excavating & Backfilling for Structures	6/8/09
02370	Erosion & Sedimentation Control	6/8/09
02372	Erosion Control Blankets & Mats	6/8/09
02445	Boring or Jacking Conduits	6/8/09
02448	Horizontal Directional Drilling	12/17/09
02450	Foundation and Load-Bearing Elements	6/8/09
02465	Bored Piles	6/8/09
02490	Anchors	6/8/09
02505	Underground Utilities Marking	6/8/09
02580	Electrical and Communication Structures	6/9/09
02705	Site Concrete Appurtenances	6/9/09
02720	Unbound Base Courses	6/9/09
02740	Flexible Pavement	6/9/09
02745	Asphalt Concrete Paving	6/9/09
02750	Rigid Pavement	6/9/09
02781	Brick & Concrete Paving	6/9/09
02821	Chain Link Fence & Gates	6/9/09
02900	Plantings	6/9/09
02924	Sodding	6/9/09

DIVISION 3 – CONCRETE

03050	Basic Concrete Materials and Methods	6/9/09
03100	Concrete Forms and Accessories	6/9/09
03200	Concrete Reinforcement	6/9/09
03300	Cast-in-Place Concrete	6/9/09
03350	Concrete Finishing	6/9/09
03390	Concrete Curing	6/9/09

DIVISION 5 – METALS

05120	Structural Steel	6/9/09

DIVISION 13 - SPECIAL CONSTRUCTION

13100	Lighting Protection	6/9/09
13400	Measurement and Control Instrumentation	6/9/09
13410	General Scope	6/9/09
13420	Device Requirements	6/9/09
13430	Panel Requirements	6/9/09
13500	Chiller Plant Control System Hardware and Electrical	08/08/22
13510	Chiller Plant Control System Software and Programming	08/08/22
13850	Detection and Alarm	6/9/09

DIVISION 16 – ELECTRICAL

16060	Grounding and Bonding	3/2/10
16070	Hangers and Supports	6/10/09
16075	Electrical Identification	6/10/09

Specification Section 00850 - List of Drawings & Specifications

Central Florida Tourism Oversight District

Section 00850

Maximo No. 7027345

List of Drawings & Specifications

Project: Live Front to Dead Front Switch Replacement-Phase III Revised August 4, 2025 Issue Date: 1/10/2025

16080	Electrical Testing	6/10/09
16120	Conductors and Cable	07/27/23
16130	Raceway and Boxes	8/25/09
16150	Wiring Connections	07/27/23
16210	Electrical Utility Services	6/10/09
16220	Motors and Generators	6/10/09
16240	Battery Equipment	6/10/09
16270	Transformers	8/27/10
16290	Relaying, Measurement and Control	6/10/09
16310	Transmission and Distribution Accessories	6/10/09
16320	High-Voltage Switching and Protection	6/10/09
16340	Medium-Voltage Switching and Protection	6/10/09
16360	Unit Substations	6/10/09
16426	Switchboards	6/10/09
16430	Low-Voltage Switchgear	6/10/09
16440	Switchboards, Panelboards and Control Centers	6/10/09
16450	Bus Assemblies	6/10/09
16460	Low-Voltage Transformers	6/10/09
16483	Adjustable Frequency Drive Controller	6/10/09
16490	Low-Voltage Distribution Components and Accessories	6/10/09
16500	Lighting	6/10/09
16710	Communications Circuits	3/22/10

END OF SECTION

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.3

Board Meeting Date: 08/22/2025

Subject: C006110 and C006106 World Drive North Phase III – Project T Force Main

Presented By: Craig Sandt, Manager, Construction

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #7.3** authorizing the District Administrator to execute a change order to Contract #C006110 with Southland Construction, Inc. for construction services in the amount of \$2,256,676 plus 10% contingency for a total amount of \$2,482,344; authorizing the District Administrator to execute a change order to Contract #C006106 with Consor Engineers, LLC for construction and engineering inspection services in the amount of \$174,653 plus 10% contingency for a total amount of \$192,118.10; and approving an allowance for RCES design/support services fees not-to-exceed \$62,000

DISTRICT’S RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

Walt Disney Parks & Resorts (Customer) is undertaking an expansion of the Magic Kingdom. As part of this initiative, a new 12-inch force main is required along the World Drive North (WDN) – Phase 3 roadway corridor to support the expansion. To maximize efficiency and minimize disruption, we propose coordinating the force main installation with the ongoing WDN – Phase 3 roadway project.

FINDINGS AND CONCLUSIONS:

Design of the 12-inch force main extensions is now complete and the contractor (Southland Construction, Inc.) working on the WDN Phase 3 project has provided a price to install the force main in conjunction with the roadway work.

The total costs to install the force main is \$2,975,857.59 broken out as follows:

• Design (previously approved)	\$239,396.31
• Construction with contingency	\$2,482,343.18
• CM/CEI with contingency	\$192,118.10
• <u>RCES Soft Costs</u>	<u>\$62,000</u>
• TOTAL	\$2,975,857.59

In accordance with the District’s Sanitary Sewer Service Rules and Regulations, the District will fund the cost of new District-owned sanitary sewer infrastructure necessary to provide service up to four (4) times the estimated annual revenue derived from the project. All costs above that amount will be the responsibility of the Customer as a contribution-in-aid-of-construction (CIAC). For this work, the District’s contribution is \$304,957.50, and the customer’s CIAC is \$2,670,900.09.

Staff recommends authorizing a change order to Contract #C006110 with Southland Construction, Inc. for construction services in the amount of \$2,256,675.62 plus 10% contingency for a total amount of \$2,482,343.18 and authorizing the District Administrator to execute a change order to Contract #C006106 with Consor Engineers, LLC for CM/CEI services in the amount of \$174,652.82 plus 10% contingency for a total amount of \$192,118.10 and approving an allowance for RCES design/support services fees not-to-exceed \$62,000 to enable construction of the 12-inch force main and related appurtenances and to proceed with this work subsequent to the District receiving full payment of the CIAC from the customer.

FISCAL IMPACT:

\$304,957.50 of the project cost will be funded from the Utility Planned Work budget. All remaining costs will be paid for by the Customer.

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



Central Florida Tourism Oversight District
Notices: 10450 Turkey Lake Road, Box # 690519
Orlando, Florida 32869

LUMP SUM AGREEMENT CHANGE ORDER

PROJECT: World Drive North Phase III

EFFECTIVE DATE: _____

TO: Southland Construction, Inc.
172 West Fourth Street
Apopka, Florida 32703

CONTRACT NO.: **C006110**

CHANGE ORDER NO.: **18**

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	\$74,253,965.00
2.	Total net change by previous Change Orders	\$39,584,198.02
3.	Contract Sum prior to this Change Order	\$113,838,163.02
4.	Contract Sum will be adjusted with this Change Order	\$2,256,675.62
5.	Adjusted Contract Sum including this Change Order	\$116,094,838.64
6.	Original Contract Time	May 6, 2025
7.	Contract Time prior to this Change Order	November 14, 2027
8.	Adjustment in Contract Time by this Change Order	0 Days
9.	Adjusted Contract Time including this Change Order	November 14, 2027

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

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

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

OWNER:
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
f/k/a Reedy Creek Improvement District

CONTRACTOR:
SOUTHLAND CONSTRUCTION, INC.

Signature: _____
As authorized by the Board of Supervisors

Signature: _____

Print Name: S.C. Kopelousos

Print Name: _____

Title: District Administrator

Title: _____

Date: August 22, 2025

Date: _____

EXHIBIT A

Change Order Cost for Added FM Work

Description	Qty.	Unit	Labor			Equipment			Material		Subcontractor		Total Cost	Remarks
			Hrs	Rate	Cost	Hrs	Rate	Cost	Unit Cost	Cost	Unit Cost	Cost		
Mobilization, Move Equipment													\$ 2,608.80	
Truck / Transport Driver	1	EA	20	\$ 49.28	\$ 985.60									
Lowboy Transport /Tractor	1	EA				20	\$ 81.16	\$ 1,623.20						
Survey - Design Calcs, layout, Asbuilts													\$ 56,500.00	
Surveyor - Crew Chief	1	EA	200	\$ 123.61	\$ 24,722.00									
Surveyor - Instrument Man	1	EA	200	\$ 73.94	\$ 14,788.00									
Surveyor - Rod Man	1	EA	200	\$ 48.72	\$ 9,744.00									
Pickup - Surveyor	1	EA				200	\$ 25.88	\$ 5,176.00						
GPS / Instruments	1	EA				200	\$ 10.35	\$ 2,070.00						
Erosion Control													\$ 18,813.60	
MOT Foreman/Supervisor	1	EA	40	\$ 55.96	\$ 2,238.40									
Operator - Misc	1	EA	40	\$ 53.88	\$ 2,155.20									
Laborer - Skilled	2	EA	40	\$ 43.46	\$ 3,476.80									
Pickup Truck	1	EA				40	\$ 23.58	\$ 943.20						
Silt Fence, Silt Worm, Pam Etc	1	LS							\$ 10,000.00	\$ 10,000.00				No backup required. Seems reasonable
Install Force Main, Casing, Dewatering, Flush & Testing													\$ 1,880,362.64	Comparable to CM FM Takeoff using Exhibit E Rates = \$1,698,353.56
Pipe Foreman	1	EA	1155	\$ 83.56	\$ 96,511.80									
Backhoe Operator	1	EA	1155	\$ 62.69	\$ 72,406.95									
Pipelayer	1	EA	1155	\$ 51.42	\$ 59,390.10									
Pipe Tailman	1	EA	1155	\$ 41.79	\$ 48,267.45									
Pipe Laborer (Skilled)	2	EA	1155	\$ 41.79	\$ 96,534.90									
Trackhoe (Medium)	1	EA				1155	\$ 163.78	\$ 189,165.90						
Loader (5-6 CY)	1	EA				1155	\$ 101.20	\$ 116,886.00						
Plate Compactor	2	EA				1155	\$ 18.22	\$ 42,088.20						
Pickup Truck Pipe Crew (w/ tools)	1	EA				1155	\$ 49.83	\$ 57,553.65						
3" Diaphragm Pump (Mud Hog)	1	EA				1155	\$ 8.31	\$ 9,598.05						
6" Wellpoint Pump	1	EA				1155	\$ 34.50	\$ 39,847.50						
Trench Box - Large	1	EA				1155	\$ 9.41	\$ 10,868.55						
Well Point Material - 500 LF (Header Pipe, Points, Swings, etc)	1	LS							\$ 28,945.04	\$ 28,945.04				United Rentals Invoice x 2 = \$28,945.04
Concrete	20	CY							\$ 186.00	\$ 3,720.00				Class IV 5500 from Cemex
Short Loads	5	LD							\$ 250.00	\$ 1,250.00				Purchase Order
Environmental Fee	5	LD							\$ 25.00	\$ 125.00				20 CY / 5 Loads = 4 CY per load
Fuel Surcharge	5	LD							\$ 82.50	\$ 412.50				Min Load Charge = \$250 per load
Concrete Handling Fee	5	LD							\$ 10.00	\$ 50.00				for Concrete 4-8 CY
Tax on Concrete Items	6.50%	LS							\$ 5,557.50	\$ 361.24				Cemex PO
Force Main Pipe, Fittings, Casing, etc	1	LS							\$ 802,770.82	\$ 802,770.82				Cemex PO
Centerline Directional Drilling	1800	LF									\$ 75.00	\$ 135,000.00		Ferguson Quote (B643792) See FM Takeoff for CM Breakdown
JVD (Driveway)	1	LS									\$ 732.00	\$ 732.00		No backup required. Comparable to Atlantic Drilling cost of \$88.00/LF for 2-6" & 2-2" received 2/21/25.
Garney (Existing Chiller Pipe Removal)	1	LS									\$ 39,704.41	\$ 39,704.41		107 SF (12 SY) @ \$61.00/SY = \$732.00
Drinkwater C&G	1	LS									\$ 19,172.58	\$ 19,172.58		OK - DIR 074 cost is for estimating purposes (work is similar)
Central Florida Underground (Casing Welder) 2 Cert Welders	20	HR									\$ 450.00	\$ 9,000.00		Unit Price for 1 AC = \$19,172.58.
Locate Crew													\$ 48,170.40	OK. Quote shows hourly rate of \$450.00
Operator Foreman	1	EA	120	\$ 50.86	\$ 6,103.20									
Operator - Misc	1	EA	120	\$ 53.88	\$ 6,465.60									
Laborer - Skilled	2	EA	120	\$ 43.46	\$ 10,430.40									
Vactron	1	EA				120	\$ 116.04	\$ 13,924.80						
Flat Bed 2-5 Ton	1	EA				120	\$ 44.45	\$ 5,334.00						
Trackhoe Mini	1	EA				120	\$ 49.27	\$ 5,912.40						
Grade and Swale, Sod & Water / Site Restoration													\$ 50,006.40	
Grade Foreman	1	EA	40	\$ 50.86	\$ 2,034.40									
Dozer Operator	1	EA	40	\$ 47.13	\$ 1,885.20									
Laborer - Skilled	2	EA	40	\$ 43.46	\$ 3,476.80									
Pickup Truck	1	EA				40	\$ 23.58	\$ 943.20						
Finish Dozer 1-3 CY	1	EA				40	\$ 118.94	\$ 4,757.60						
Unlimited Turf	13928	SY									\$ 2.65	\$ 36,909.20		CM Takeoff: 5014 LF of Pipe w 25 FT Wide of Sod = 5014 x 25 / 9 = 13,928 SY of Sod
Project Management													\$ 54,272.40	
Project Manager	1	EA	130	\$ 152.30	\$ 19,799.00									
Project Engineer	1	EA	130	\$ 86.82	\$ 11,286.60									
Project Superintendent	1	EA	130	\$ 138.83	\$ 18,047.90									
Pickup Truck - PM	1	EA				130	\$ 14.49	\$ 1,883.70						
Pickup Truck - PS	1	EA				130	\$ 25.04	\$ 3,255.20						
Sub Total					\$ 510,750.30			\$ 511,831.15		\$ 847,634.60		\$ 240,518.19	\$ 2,110,734.24	
Materials Markup	15%								\$ 127,145.19				\$ 127,145.19	
Subcontractor Markup	6%										\$ 14,431.09		\$ 14,431.09	
Total Value:													\$ 2,252,310.52	
Southland Construction, Inc.Cost:													\$ 2,256,675.65	
Difference:													\$ (4,365.13)	



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
10450 TURKEY LAKE ROAD, BOX #690519
ORLANDO, FLORIDA 32869**

PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

PROJECT: **World Drive North Phase III CM/CEI Services** DATE: _____

TO: Consor Engineers, LLC
15310 Park Row
Houston, Texas 77084

CONTRACT NO.: **C006106**

CHANGE ORDER NO.: **2**

Change Order Summary:

- **ADD 0 Days and \$174,652.82** for additional CMT/CEI Services related to the forcemain installation on the World Drive North Phase III corridor.
- All other terms and conditions of this Agreement shall remain in full force and effect.

Contract Status:

Fee provided by original Agreement:	\$4,821,123.23
Fee provided by previous Change Orders:	\$2,604,411.12
Fee provided by this Change Order No. [2]:	<u>\$174,653.00</u>
TOTAL REVISED FEE:	\$7,600,187.35

Reimbursable Expenses provided by original Agreement:	\$178,788.71
Reimbursable Expenses provided by previous Change Orders:	\$0.00
Reimbursable Expenses provided by this Change Order No. [2]:	<u>\$0.00</u>
TOTAL REVISED REIMBURSABLE EXPENSES:	\$178,788.71

Original Contract Time:	September 30, 2026
Contract Time prior to the Change Order:	September 30, 2026
Adjustment in Contract Time by this Change Order No. [2]:	<u>0 Days</u>
ADJUSTED CONTRACT TIME INCLUDING THIS CHANGE ORDER:	September 30, 2026

Compensation for Additional Services:

Consultant is hereby authorized additional compensation, as defined by Article 2 of the Agreement, in the amount of **\$174,653.00** as itemized on the following page and an additional Reimbursable Expense allowance of **\$0.00**, for the complete and satisfactory performance of the additional services set forth below.

Schedule:

Consultant's Services, including any additional Services hereby authorized, shall be completed on or before **September 30, 2026**, it being understood that time is of the essence in this Change Order.

Central Florida Tourism Oversight District's Owner's Representative: **Craig Sandt**

Phone Number: 407-828-2270

Terms and Conditions:

This Change Order shall be governed by the terms and conditions of the Agreement for Professional Services No. C006106, dated March 14, 2023, and supersedes all prior negotiations, qualifications, and terms for the changes in scope specifically set forth in this Change Order.

Item No.	Labor Category	Billable Hourly Rate	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Total Hours (All Tasks)	Total cost
H-1	Senior Project Engineer	\$205.38									0	\$0.00
H-2	Construction Manager	\$210.93	8	8	8	8	8	8	8	8	64	\$13,499.52
H-3	Assistant Construction Manager	\$157.50									0	\$0.00
H-4	Project Administrator	\$180.40	8	4	4	4	4	4	4	16	48	\$8,659.20
H-5	Assistant Project Administrator/Utility Coordinator	\$138.77	16	8	8	8	8	8	8	40	104	\$14,432.08
H-6	Contracts Support Specialist	\$88.81									0	\$0.00
H-7	Sr. CTQP Roadway	\$101.99	16	16	16	16	16	16	16	16	128	\$13,054.72
H-8	Sr. CTQP Roadway (Overtime)	\$152.99									0	\$0.00
H-9	CTQP Inspector Roadway	\$72.16									0	\$0.00
H- 10	CTQP Inspector Roadway (Overtime)	\$108.24									0	\$0.00
H-9A	CTQP Inspector Roadway (DBE)	\$72.16									0	\$0.00
H-38	Utility Inspector	\$82.35	165	165	165	165	165	165	165	165	1320	\$108,702.00
H-38A	Utility Inspector (Overtime)	\$123.53	16.5	16.5	16.5	16.5	16.5	16.5	16.5	16.5	132	\$16,305.30
NOT TO EXCEED TOTAL											16	\$174,653.00

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 Consultant 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 Services covered by this Change Order. Without limitation on the foregoing, the parties hereto specifically acknowledge that it is their intent to hereby waive, release and forever discharge any and all cardinal change or cumulative impact claims, whether known or unknown, whether in law or in equity, whether contingent or non-contingent, and whether past, present or future, arising out of or in connection with this Change Order.

OWNER:
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
f/k/a Reedy Creek Improvement District

CONSULTANT:
CONSOR ENGINEERS, LLC

Signature: _____
As authorized by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: August 22, 2025

Signature: _____

Print Name: _____

Title: _____

Date: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.4

Board Meeting Date: 08/22/2025

Subject: Purchase of Two Ambulance Replacements

Presented By: Eric J. Ferrari, Fire Chief

Department: Fire Department

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item 7.4** the purchase of two Freightliner Road Rescue UltraMedic medium duty ambulances from Matheny Motor Truck Co. Inc and authorize the District Administrator to execute the purchase documents in the amount of \$926,309

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The District Fire Department manages a fleet of 13 ambulances (a.k.a. rescues) for emergency medical services within its jurisdiction. Eight of these units are staffed daily, while the remaining five are held in reserve. These reserve units are crucial for increasing staffing during peak times, covering frontline units undergoing maintenance, and supporting special events. The typical frontline service life for these rescue vehicles is between seven and eight years, though this can vary based on mileage, age, and maintenance records. Once in reserve, the oldest units are removed from service after approximately eleven to twelve years.

Emergency medical services account for 87% of the fire department's total call volume. These rescue units operate continuously throughout each shift, responding to both emergency and non-emergency medical calls and transporting patients to hospitals. The acquisition of new units is an approved budget item for Fiscal Year 2025, and these proposed vehicles represent an advanced version of the EMS transport ambulance currently being utilized by the District.

FINDINGS AND CONCLUSIONS:

The two (2) vehicles are existing production slots in the Dealer's schedule with the manufacturer. The District is fortunate to have secured these slots in the production schedule, thereby reducing delivery time from 36 – 48 months to approximately 14-16 months.

These units are expected to deliver to the District in December 2026. The ambulances being replaced have reached the end of service life and are currently in "reserve" status.

The proposal from Matheny Fire & Emergency was created utilizing the Florida Sheriff's Association; Contract number FSA25-VEF19.0, Fire & Rescue Vehicles, Boats & Equipment; Category – Ambulances "Type I Ambulance: 4x2 Wheel Drive (4X4 option), Medium Duty, Diesel Engine (gas engine option)". Item: "214, Road Rescue, Freightliner M2". FSA bid tab, base unit summary and factory specification sheets are attached in the WorkPlace requisition.

FISCAL IMPACT: Funding approved within FY25 Project #444, Rescue Replacement; Down payment this year in the amount of \$191,924; 2nd payment will be due in FY26 in the amount of \$435,000, and final balance due upon delivery in FY27 (December 2026) is \$299,385.

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

LEGAL REVIEW: The contract will be reviewed for form and legality by the District's General Counsel.

ALTERNATIVE:

- **Deny**
- **Amend**
- **Table**

SUPPORT MATERIALS: Contract – Matheny Fire & Emergency



Date: 08/22/2025

Mr Tim Allaband
Matheny Motor Truck Co. Inc.
315 Ann Street
Parkersburg, WV 26101

PROPOSAL DATED: AUGUST 01, 2025

CFTOD CONTRACT# C006909

PROJECT: PURCHASE OF (2) FREIGHTLINER ULTRAMEDIC MEDIUM DUTY AMBULANCES

Dear Mr. Allaband:

Please find the attached referenced Agreement which establishes the terms and conditions governing the Work that Matheny Motor Truck Co. Inc. 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 the vehicles, and Owner's final acceptance of the vehicles.

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

- (1) 1st payment of \$191,924 can be billed August 2025, 2nd payment of \$435,000 October 2025, and the balance remaining of \$299,385 after final delivery of the truck expected in December 2026. 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 **Matheny Motor Truck Co. Inc.** (herein referred to as the "Contractor"), whose mailing address is 315 Ann Street, Parkerburg, WV 26101 agree as follows:

1. The Contractor shall furnish the following firefighting equipment:
Two (2) Freightliner Ultramedic Medium Duty Ambulances
2. The Owner's designated representative for purposes of this Agreement is **Eric Ferrari**, 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) Freightliner Road Rescue UltraMedic medium-duty ambulances the total sum of **NINE HUNDRED TWENTY-SIX THOUSAND, THREE HUNDRED NINE AND ZERO ONE-HUNDREDTHS DOLLARS (\$926,309.00)** paid with two interim payments of **\$191,924 in August 2025**, one payment of **\$435,000 in October 2025**, and the remaining sum of **\$299,385** when the ambulances are 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 16 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

Notwithstanding any other provision of this Agreement, the Customer's obligation to purchase the truck under this Agreement is contingent upon the availability of funds specifically appropriated for such purpose by the Customer's governing body or legislature. In the event that sufficient funds are not appropriated or otherwise legally available, the Customer shall provide Matheny Motor Truck with prompt written notice. Any such termination shall apply only to the portion of the Agreement affected by the funding shortfall.

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.

Attachments: EXHIBIT A- Matheny Proposal (Pages A-1)

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

CONTRACTOR: MATHENY MOTOR TRUCK CO. INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Signature: _____

As authorized by the Board of Supervisors

Print Name: S. C. Kopelousos

Title: District Administrator

Date: _____

EXHIBIT A- VENDOR PROPOSAL



MATHENY MOTOR TRUCK CO.

Established 1922

726 SW 46th Ave.

Ocala, FL 34474

(P) 352-629-6305

www.mathenyfire.com

Ambulance Proposal

DATE: August 1, 2025

The Proposal has been prepared for:

Eric Ferrari

Fire Chief

District Fire Department

Matheny Fire and Emergency is pleased to offer The Central Florida Tourism District Oversight Fire Department to purchase from Florida Sheriffs Association FSA25-VEF19.0 Fire & Rescue Vehicles, Boats & Equipment, for the following ambulance proposal. This vehicle shall be in accordance with the attached specifications and Dealer Service List.

2026 Freightliner M2 106 Extended Cab Road Rescue Ultramedic Type 1 Medium Duty Ambulance	
FSA# 214, Road Rescue, Freightliner M2	\$326,585.00
Additional content to meet Agency requirements (Includes applicable dealer services if attached)	\$147,817.00
Sub Total for one unit	\$474,402.00
Quantity	2
Total Proposal Price	\$948,804.00
Phase 1 Payment - September 2025	\$191,924.00
Phase 2 Payment – October 2025	\$435,000.00
Phase 3 Payment – Project Completion December 2026	\$321,880.00
- Less Prepayment Discounts	(\$22,495.00)
Final Payment Due	\$299,385.00
Total Project Price	\$926,309.00

Delivery will be F.O.B. Customer Location and is expected to be by December 31, 2026. Terms of payment shall be net at delivery. This quote is valid for 60 days unless extended in writing.

CONTINGENCIES: Matheny will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state, or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or



FERRARA



Road Rescue
Souders Performance • Trilliant Design



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(P) 352-629-6305

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inability to obtain materials, commercial chassis', parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the apparatus. Additionally, the quoted pricing may be subject to manufacturer price adjustment for any unforeseen materials and/or component cost increases incurred at time of materials acquisition and/or production in the form of a material cost increase. Supporting documentation shall be provided detailing any changes that may impact final pricing and delivery.

CHANGES IN REGULATIONS/INDUSTRY STANDARDS: The Pricing is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discounted models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Matheny control and is above and beyond standard annual price increases.

We appreciate the opportunity to submit this proposal and compete for your valued business. Should you have any questions, or wish to review this proposal in detail, please contact me at 407-782-4120.

Thank you.

Bill McCorkle

Territory Sales Manager

407-482-4120

wmccorkle@mathenyfire.com



FERRARA



Road Rescue
Seamless Performance • Unflinching Design



Prepared for:
Ryan Thompson
REV GROUP
27855 James Chapel Road N
Holden, LA 70744
Phone: 937.209.0734

Prepared by:
Ryan Allison
PREMIER TRUCK GROUP OF
DALLAS
4200 PORT BOULEVARD
DALLAS, TX 75241
Phone:

A proposal for
REV GROUP

Prepared by
PREMIER TRUCK GROUP OF DALLAS
Ryan Allison

Jul 09, 2025

Freightliner M2 106 Plus
Central Florida Tourism Oversight District
Specifications

REV304

Horizontal exhaust, DEF tank under cab, fuel between rails, LED headlights



Components shown may not reflect all spec'd options and are not to scale

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SPECIFICATION PROPOSAL

Data Code	Description
Price Level	
PRL-29M	M2 PRL-29M (EFF:MY26 ORDERS)
Data Version	
DRL-046	SPECPRO21 DATA RELEASE VER 046
Vehicle Configuration	
001-172	M2 106 LEGACY CONVENTIONAL CHASSIS
004-226	2026 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-002	STRAIGHT TRUCK PROVISION
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
99D-027	EPA CLEAN IDLE LABEL FOR INITIAL REGISTRATION IN EPA OR ACT STATES - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)
AF2-998	NONE
A85-006	RESCUE AND EMERGENCY SERVICE
A84-1EV	EMERGENCY VEHICLES BUSINESS SEGMENT
AA4-011	FIXED LOAD COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-091	MEDIUM TRUCK WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 9880.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 12000.0 lbs



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Data Code	Description
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 21880.0 lbs

Truck Service

AA3-024	AMBULANCE BODY
AF3-2CJ	WHEELED COACH
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in

Engine

101-22E	CUM B6.7 340EV HP @ 2600 RPM, 2600 GOV, 700 LB-FT @ 1600 RPM, R/F/E

Electronic Parameters

79A-075	75 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-013	PTO MODE ENGINE RPM LIMIT - 1600 RPM
79M-001	PTO ENGINE SPEED CONTROL DEACTIVATED BY SERVICE BRAKE LIGHTLY APPLIED (STATIONARY APPLICATIONS)
79P-019	PTO RPM WITH CRUISE SET SWITCH - 1350 RPM
79Q-017	PTO RPM WITH CRUISE RESUME SWITCH - 1500 RPM
79S-008	PTO MODE CANCEL VEHICLE SPEED - 25 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
79W-001	ONE REMOTE PTO SPEED
79X-018	PTO SPEED 1 SETTING - 1500 RPM
80G-002	PTO MINIMUM RPM - 700
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH

Engine Equipment

99C-024	EPA 2010/GHG 2024 CONFIGURATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-1BX	SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER

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Data Code	Description
124-113	LN 12V 325 AMP BLP4002H BRUSHLESS PAD ALTERNATOR WITH REMOTE SENSE AND LAMP TERMINAL
292-233	(3) DTNA GENUINE, CLAF1150, FLOODED STARTING, 2100CCA, 570RC, THREADED STUD BATTS
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-039	GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING
128-1AR	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS
016-1DD	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH LH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH
239-001	STANDARD EXHAUST SYSTEM LENGTH
237-027	LH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
43X-005	LH UNDER CAB DIESEL EXHAUST FLUID TANK LOCATION
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-998	NO MUFFLER/TAILPIPE SHIELD



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Data Code	Description
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-001	FULL FLOW OIL FILTER
120-998	NO COOLANT FILTER
266-078	950 SQUARE INCH ALUMINUM RADIATOR
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
168-002	LOWER RADIATOR GUARD
134-001	ALUMINUM FLYWHEEL HOUSING
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

342-1MR	ALLISON 2200 EVS AUTOMATIC TRANSMISSION WITH PARK PAWL WITH PTO PROVISION

Transmission Equipment

343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-003	PRIMARY MODE GEARS, 5 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



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Data Code	Description
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84N-011	NEUTRAL AT STOP ENABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
85E-011	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 1000 RPM
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
362-802	CUSTOMER INSTALLED CHELSEA 442 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-074	DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITH PARK POSITION FOR INTERNAL PARK PAWL
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-001	TRANSMISSION OIL CHECK AND FILL
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

400-1A5	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-054	BOSCH HYDRAULIC PIN-SLIDE DISC FRONT BRAKES
403-026	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING
419-004	FRONT DISC BRAKE ROTORS
409-006	FRONT OIL SEALS



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Data Code	Description
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

620-062	10,000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
629-004	FRONT SWAYBAR
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-1C4	DETROIT DA-RS-17.5-2 17,500# L-SERIES SINGLE REAR AXLE
421-456	4.56 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH
423-054	BOSCH HYDRAULIC PIN-SLIDE DISC REAR BRAKES
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON- ASBESTOS REAR BRAKE LINING
451-005	REAR DISC BRAKE ROTORS
440-006	REAR OIL SEALS
435-009	REAR AXLE MOUNTED AIR OPERATED DRUM PARK BRAKE
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension



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Data Code	Description
622-1CY	AIRLINER 15,000# REAR SUSPENSION
621-047	AIRLINER LOW POSITION RIDE HEIGHT
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES
623-002	TRANSVERSE CONTROL RODS
630-006	10,000/15,000# AIRLINER REAR SUSPENSION STABILIZER BAR
439-004	REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS

Brake System

018-003	HYDRAULIC BRAKE PACKAGE WITH OPTIONAL AIR SUPPLY
490-032	WABCO HYDRAULIC 4S/4M ABS WITHOUT TRACTION CONTROL
871-011	HYDRAULIC TUBING WITH NYLON AND FABRIC/WIRE BRAID CHASSIS AIR LINES
904-009	NYLON PARKING BRAKE HOSE
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER
479-005	AIR DRYER MOUNTED INBOARD ON RH RAIL
460-077	ONE STEEL AIR BRAKE RESERVOIR MOUNTED INSIDE RAIL
46A-002	(1) 1350 CUBIC INCH AUXILIARY AIR TANK, INLET CHECK VALVE
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)
485-003	QUICK DISCONNECT FITTING WITH TIRE INFLATION KIT

Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER

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Data Code	Description
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT
310-998	NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

545-507	5075MM (200 INCH) WHEELBASE
546-094	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI
552-037	1775MM (70 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.66 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 299.09 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 207.5 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 85.86 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
585-998	NO MUDFLAP BRACKETS
590-998	NO REAR MUDFLAPS
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS

Prepared for:
Ryan Thompson
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Data Code	Description
605-017	LEVEL FRAME RAILS (+1%, -0%) WHEN CHASSIS IS LOADED TO FRONT AND REAR SUSPENSION RATINGS
601-017	2D DXF/PDF VEHICLE DRAWING
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET BOTH RAILS OUTBOARD
Fifth Wheel	
578-998	NO FIFTH WHEEL
Fuel Tanks	
204-998	NO LH FUEL TANK
230-043	40 GALLON/151 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS
218-005	RECTANGULAR FUEL TANK(S)
215-009	PAINTED FUEL TANK(S), PAINTED STRAPS WITH RUBBER ISOLATORS
231-004	FUEL TANK(S) MOUNTED BETWEEN RAILS AFT OF REAR AXLE
664-001	PLAIN STEP FINISH
205-060	LH SIDEFILL FUEL TANK PREP CAP
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER
216-001	SINGLE SUCTION AND RETURN FUEL LINES
20E-001	AUXILIARY FUEL SUPPLY AND RETURN PORTS
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
847-002	IN TANK FUEL LEVEL SENDER(S)
Tires	
093-16R	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL FRONT TIRES
094-16R	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL REAR TIRES
510-16R	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL SPARE TIRE
Hubs	
418-045	CONMET PRESET IRON FRONT HUBS
450-045	CONMET PRESET IRON REAR HUBS
Wheels	
502-1H2	ALCOA 76542X 19.5X6.75 8-HUB PILOT 4.72 INSET 8-HAND ALUMINUM DISC FRONT WHEELS

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Data Code	Description
505-1H2	ALCOA 76542X 19.5X6.75 8-HUB PILOT 8-HAND ALUMINUM DISC REAR WHEELS
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY
525-026	POLISHED OUTER AND INNER (DISHED SIDES) REAR WHEELS WITH ALL DURA-BRIGHT FINISH
511-1H2	ALCOA 76542X 19.5X6.75 8-HUB PILOT 4.72 INSET 8-HAND ALUMINUM DISC SPARE WHEEL
52M-004	FORCEMATCH TIRE/WHEEL RUNOUT CHECK/MARK AND STATIC BALANCING - ALL TIRES/WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
498-013	INNER WHEEL EXTENSIONS, OUTBOARD AIRING,ALUMINUM OUTER WHEELS

Cab Exterior

829-075	132 INCH BBC HIGH-ROOF EXTENDED ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS
754-008	2-1/2 INCH FENDER EXTENSIONS
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION
727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS
726-002	DUAL ELECTRIC HORNS
728-002	DUAL HORN SHIELDS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-088	LED HEADLIGHT ASSEMBLY AND INCANDESCENT MARKER/TURN LAMP WITH CHROME BEZEL
302-047	LED AERODYNAMIC MARKER LIGHTS
311-022	HEADLIGHTS OFF WITH IGNITION OFF, WITH DAYTIME RUNNING LIGHTS
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME

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Data Code	Description
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74A-001	RH DOWN VIEW MIRROR
729-001	STANDARD SIDE/REAR REFLECTORS
768-998	NO REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
767-047	20X23 INCH LH AND RH TINTED SIDE WINDOWS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-998	NO DASH MOUNTED ASH TRAYS AND LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
694-010	IN DASH STORAGE BIN
693-998	NO INTERIOR DOOR STORAGE
738-001	DIGITAL FLUSH MOUNTED ALARM CLOCK IN DASH
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
860-004	SMART SWITCH EXPANSION MODULE
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH



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Data Code	Description
689-111	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, PLUMBING FROM ENGINE TO BACK OF CAB WITH SHUTOFF VALVES ON LH
170-015	STANDARD HEATER PLUMBING
130-043	(1) VALEO HEAVY DUTY AND (1) SANDEN COMPACT REFRIGERANT COMPRESSORS
702-002	BINARY CONTROL, R-134A
739-034	PREMIUM INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-046	DOOR ACTIVATED DOME/RED MAP LIGHTS, FORWARD LH AND RH AND REAR CENTER
787-998	NO SECURITY DEVICE
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-003	KEY QUANTITY OF 3
655-005	LH AND RH ELECTRIC DOOR LOCKS
740-998	NO MATTRESS
284-127	(1) 12-VOLT POWER SUPPLY AND (1) 3 AMP DUAL PORT USB TYPE C CHARGER, MOUNTED IN DASH
756-1G6	H.O. BOSTROM SIERRA AIR-50 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH ADJUSTABLE RECLINE, FIXED LUMBAR AND NFPA 1901- 2009/2016 COMPLIANT SEAT SENSOR
760-1G6	H.O.BOSTROM SIERRA AIR-50 HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH ADJUSTABLE RECLINE, FIXED LUMBAR AND NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR
759-002	INBOARD DRIVER AND PASSENGER SEAT ARMRESTS
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-1AK	BLACK VINYL DRIVER SEAT COVER
761-1AK	BLACK VINYL PASSENGER SEAT COVER
763-105	NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS



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Data Code	Description
Instruments & Controls	
106-002	ELECTRONIC ACCELERATOR CONTROL
732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-007	SINGLE AIR PRESSURE GAUGE FOR HYDRAULIC BRAKES WITH AIR PROVISION
198-006	ENGINE COMPARTMENT MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS, WITH WARNING LIGHT IN DASH
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS
736-998	NO OBSTACLE DETECTION SYSTEM
72J-998	NO DR ASSIST SYSTEM
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL
73B-998	NO LANE DEPARTURE WARNING SYSTEM
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
679-001	OVERHEAD INSTRUMENT PANEL



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Data Code	Description
1U1-003	RAM BALL MOUNT PROVISIONS ONLY ON CENTER OVERHEAD CONSOLE INSTRUMENT PANEL
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
749-998	NO CB RADIO MOUNTING PROVISION
75W-998	NO MULTIBAND ANTENNA
78C-003	INTEROPERABLE SDAR ANTENNA
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-998	NO VEHICLE PERFORMANCE MONITOR
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH
264-014	(2) FOOT SWITCHES: (1) OFFICER AIR HORN AND (1) DRIVER AIR HORN
883-998	NO TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
27D-004	ALTERNATING FLASHING HEADLAMP SYSTEM WITH BODY BUILDER CONTROLLED ENGAGEMENT
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE



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Data Code	Description
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR

Design

065-000	PAINT: ONE SOLID COLOR

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Extended Warranty

WBB-268	TC4: US MD STANDARD/MODERATE 5 YEARS/250,000 MILES / 402,500 KM. EXTENDED TRUCK COVERAGE
WAG-074	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES

Dealer Installed Options

		Weight Front	Weight Rear
FILL	INSTALL FUEL NECK, CAP, AND RETURN STEM ON UNIT WITH 40 GALLON BETWEEN RAIL FUEL TANK	0	0
	REMOTE KEYLESS ENTRY AND 4 TRANSMITTERS	0	0
Total Dealer Installed Options		0 lbs	0 lbs



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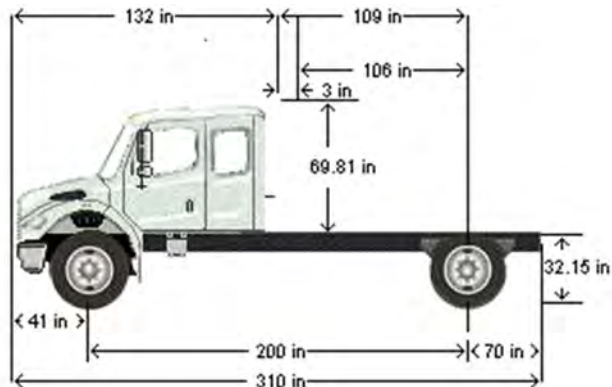
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	5075MM (200 INCH) WHEELBASE
Rear Frame Overhang (552)	1775MM (70 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	132 INCH BBC HIGH-ROOF EXTENDED ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH LH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES
Cab to Body Clearance (in)	3.0

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	131.9
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	91.1
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	108.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	105.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	178.6
Cab Height (CH)	69.8
Wheelbase (WB)	199.8
Frame Overhang (OH)	69.9
Overall Frame Length	299.1
Overall Length (OAL)	310.5
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	32.2

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829).....	132 INCH BBC HIGH-ROOF EXTENDED ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	9880.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs)	12000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	21880
Expected GCW (lbs).....	0.0
Front Axle (400).....	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	10,000# TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET IRON FRONT HUBS
Front Disc Wheels (502).....	ALCOA 76542X 19.5X6.75 8-HUB PILOT 4.72 INSET 8-HAND ALUMINUM DISC FRONT WHEELS
Front Tires (093).....	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL FRONT TIRES
Front Brakes (402).....	BOSCH HYDRAULIC PIN-SLIDE DISC FRONT BRAKES
Steering Gear (536).....	TRW THP-60 POWER STEERING
Rear Axle (420)	DETROIT DA-RS-17.5-2 17,500# L-SERIES SINGLE REAR AXLE
Rear Suspension (622).....	AIRLINER 15,000# REAR SUSPENSION
Rear Hubs (450)	CONMET PRESET IRON REAR HUBS
Rear Disc Wheels (505).....	ALCOA 76542X 19.5X6.75 8-HUB PILOT 8-HAND ALUMINUM DISC REAR WHEELS
Rear Tires (094)	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423)	BOSCH HYDRAULIC PIN-SLIDE DISC REAR BRAKES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Dead/Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

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	Front	Rear
Axle Component Weight Ratings		
Axles	10000	17500
Suspension	10000	15000
Hubs	13200	24000
Brakes	13002	17500
Wheels	10000	20000
Tires	9880	18700
Power Steering	13300	N/A
GAWR (per axle)	9880	15000
GAWR (per axle system)	9880	15000
Expected Load (per axle system)	9880	12000
GVWR due to Frame	26000	
GVWR due to Transmission	26000	
Vehicle GVWR Summary		
Calculated GVWR	24880	
Expected GVWR	21880	
All weights displayed in pounds		

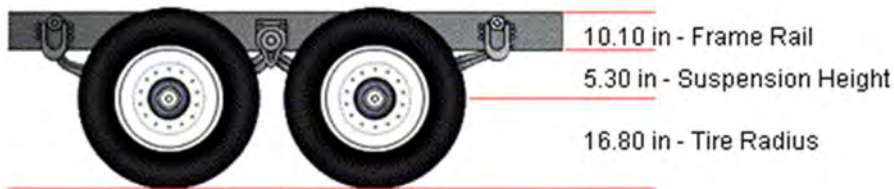
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UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Frame (in)	N/A	32.20



VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Model	M2106
Cab Size (829).....	132 INCH BBC HIGH-ROOF EXTENDED ALUMINUM CONVENTIONAL CAB
Frame Rails (546).....	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI(546)
Web Height (in).....	10.0625
Flange Thickness (in).....	0.28125
Rear Suspension (622).....	AIRLINER 15,000# REAR SUSPENSION
Rear Suspension Ride Height (621).....	AIRLINER LOW POSITION RIDE HEIGHT
Axle C/L to Bottom of Frame (in).....	5.292
Rear Tires (094)	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL REAR TIRES
Unladen Radius (in)	16.8
Fifth Wheel (578)	NO FIFTH WHEEL
Requested Min Height (in)	0.0
Requested Max Height (in)	1
Fifth Wheel Leg Height (582)	NO FIFTH WHEEL LEG HEIGHT
Rear Tow Device (587).....	NO REAR TOWING DEVICE
Requested Min Height (in)	0.0
Requested Max Height (in)	0.0

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TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	53.6	+/- 3.0
Curb to Curb Diameter (ft)	51.7	+/- 3.0
Turning Radius (ft)	25.4	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model M2106
 Cab Size (829)..... 132 INCH BBC HIGH-ROOF EXTENDED ALUMINUM CONVENTIONAL CAB
 Wheelbase (545) 5075MM (200 INCH) WHEELBASE
 Front Tires (093)..... MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL FRONT TIRES
 Width (in) 9.7
 Front Axle (400)..... DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
 Kingpin Intersection (in) 71.5
 Bumper (556) THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
 Width (in) 93.5
 Bumper Miter to Front Axle (in) 21.458
 Primary Steering Location (003) LH PRIMARY STEERING LOCATION
 Steering Gear (536) TRW THP-60 POWER STEERING
 Dual Steering Gear NONE
 Ram NONE
 Rear Axle (420) DETROIT DA-RS-17.5-2 17,500# L-SERIES SINGLE REAR AXLE
 Axle Spacing (624) NO AXLE SPACING

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.5

Board Meeting Date: 08/22/2025

Subject: Budget Workshop presentation for Fiscal Year 2026

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

Department: Utilities Services

STAFF RECOMMENDATION (Motion Ready): Budget Workshop presentation of Annual Utilities Division Budget and Utilities Rates for Fiscal Year 2026

RELEVANT STRATEGIC GOALS: N/A

PROOF OF PUBLICATION: N/A

BACKGROUND: Annually, RCES prepares a Utilities Budget and Utilities Rate recommendation for Board consideration during the Budget Workshop. This proposal details expenses by utility and an individual utility rate to generate revenue sufficient to cover expenses. The Budget Workshop is held each August in preparation for the Tentative and Final Budget hearings in September. The new fiscal year begins on October 1, 2025. Establishing an Annual Budget allows the District to establish the corresponding utility rates and plan to provide utility services to District customers in an efficient and reliably manner.

FINDINGS AND CONCLUSIONS: Discussions will include forecasted utility expenses, over-collection fuel, reserve collection and individual utility rate recommendations.

FISCAL IMPACT: The Budget Workshop will present an overall utility rate increase of \$1.7% with budgeted utility costs of \$227.8M, adjustments to revenue of \$11.3M, and \$216.5M collected through fiscal year 2026 utility rates.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: N/A

ALTERNATIVE: N/A

SUPPORT MATERIALS:
FY2026 CFTOD Utility Budget and Rates Workshop.pdf



PROPOSED OPERATING BUDGET

FISCAL YEAR 2026 (In Millions)

CFTOD OPERATING BUDGET

Note: The FY25 Full year forecast is based on actuals through May 2025

	FY25	FY25	Fcst	FY26	Budget
	Budget	Fcst	Var	Budget	\$ Var
REVENUES					
1 Customer Sales	200.8	202.9	2.2	216.5	15.8
2 Other Income (Fuel, interest, & franchise fees)	13.5	7.8	(5.7)	11.3	(2.2)
3 Interdepartmental Utility Sales	16.3	15.9	(0.4)	17.4	1.0
Total Revenues	230.6	226.6	(4.0)	245.2	14.6
OPERATING EXPENSES					
4 Purchase Power & Fuel	(85.1)	(73.5)	11.6	(92.7)	(7.7)
5 Labor Support [RCES, CFTOD Acctg & Fac Svc]	(36.8)	(37.0)	(0.2)	(41.4)	(4.6)
6 Routine Expenses	(27.1)	(25.8)	1.3	(28.9)	(1.7)
7 Outside Services - Landfill	(4.0)	(4.0)	0.0	(4.2)	(0.2)
8 Gross Receipts Tax	(3.1)	(3.2)	(0.1)	(3.1)	(0.1)
9 Planned Work	(7.4)	(3.7)	3.7	(12.5)	(5.1)
10 Inventory	0.0	(2.1)	(2.1)	0.0	0.0
11 Insurance	(1.6)	(1.5)	0.1	(1.6)	(0.1)
12 Interdepartmental Utility Usage [reverses item #3]	(16.3)	(15.9)	0.4	(17.4)	(1.0)
Total Operating Expenses	(181.3)	(166.6)	14.7	(201.8)	(20.5)
NET INCOME	49.3	60.0	10.7	43.3	(6.0)
NON-OPERATING SOURCES & USES					
13 Debt Service	(28.0)	(26.3)	1.7	(31.5)	(3.5)
14 Renewal and Replacement Capital	(19.0)	(16.7)	2.3	(17.5)	1.5
15 Cash Flow Requirements/ Rate Stabilization	(10.5)	(10.5)	0.0	(1.3)	9.2
16 R&R Requirements	0.0	0.0	0.0	0.0	0.0
Total Non-Operating Sources & Uses	(57.5)	(53.5)	4.0	(50.3)	7.2
EXCESS (DEFICIENCY) OF REVENUES OVER EXP.	(8.3)	6.5	14.7	(7.0)	1.3
17 Debt Svcs Coverage "Target 1.20"	1.76	2.28		1.37	



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.6

Board Meeting Date: 08/22/2025

Presented By: Susan Higginbotham

Department: Finance

STAFF REPORT: Budget Workshop Presentation of the General Fund and Debt Services fund

BACKGROUND: The District prepares an Annual Budget for the General Fund and Debt Service Funds which are primarily funded by Ad Valorem taxes.

The Budget Workshop is held each August in preparation for the Tentative and Final Budget hearings in September. The new fiscal year begins on October 1, 2025. Establishing an Annual Budget allows the District to plan for use of public funds which are used to provide public services and facilities to meet the taxpayer's needs.

Discussions will include the millage rate along with the budgeted revenues, expenditures, and ending Fund Balances.

The Budget Workshop will present a budget that includes a millage rate of 12.4236 mills. Each of the District's Departments will be highlighted for major budget changes over prior year.

SUPPORT MATERIALS:

FY2026 General Fund and Debt fund presentation



**WORKING ANNUAL BUDGET
GENERAL AND DEBT SERVICE FUNDS
FISCAL YEAR 2026**

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
REVENUES			
1 Ad valorem taxes	205,228,870	204,066,635	212,219,766
2 Interest Income	1,250,000	2,347,115	1,600,000
3 Permits & fees	5,750,000	5,723,245	6,000,000
4 Lab fees	125,000	135,890	135,000
5 Other	200,000	125,700	200,000
Total revenues	212,553,870	212,398,585	220,154,766
OPERATING EXPENDITURES			
6 Labor	76,035,939	74,865,238	84,544,519
7 Other Expense	69,743,492	59,674,090	76,010,435
8 Capital Outlay	5,966,270	4,879,554	5,834,104
Total operating expenditures	151,745,701	139,418,882	166,389,058
NET OPERATING EXCESS (DEFICIENCY)	60,808,169	72,979,703	53,765,708
NON-OPERATING SOURCES AND USES			
9 Transfer in from Drainage Reserve	(3,430,000)	(300,000)	(5,255,000)
10 Debt Service	66,533,196	66,527,844	66,326,040
11 Property Appraiser Settlements	-	1,369,000	-
12 Tax Collector Fees	1,128,759	1,089,792	1,167,209
13 Insurance	2,750,000	2,724,949	2,965,414
Net non-operating sources and uses	66,981,955	71,411,585	65,203,662
Total expenditures	218,727,656	210,830,467	231,592,720
NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(6,173,786)	1,568,118	(11,437,954)
BEGINNING FUND BALANCE	47,908,353	58,589,397	60,157,515
ENDING FUND BALANCE	41,734,567	60,157,515	48,719,561
MILLAGE RATE			
General Operating	8.9130	8.9130	8.5836
Debt Service	4.1700	4.1700	3.8400
Total millage rate	13.0830	13.0830	12.4236
TOTAL CFTOD ASSESSED VALUE	16,340,294,525	16,344,490,541	17,793,735,768
		1 MILL =	17,081,986

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
ANNUAL BUDGET
FISCAL YEAR 2026**

	GENERAL FUND			DEBT SERVICE FUND			TOTAL		
	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
REVENUES									
1 Ad valorem taxes	139,815,403	138,917,182	146,624,938	65,413,467	65,149,453	65,594,828	205,228,870	204,066,635	212,219,766
2 Interest Income	725,000	1,780,115	950,000	525,000	567,000	650,000	1,250,000	2,347,115	1,600,000
3 Permits & fees	5,750,000	5,723,245	6,000,000	-	-	-	5,750,000	5,723,245	6,000,000
4 Lab fees	125,000	135,890	135,000	-	-	-	125,000	135,890	135,000
5 Other	200,000	125,700	200,000	-	-	-	200,000	125,700	200,000
Total revenues	146,615,403	146,682,132	153,909,938	65,938,467	65,716,453	66,244,828	212,553,870	212,398,585	220,154,766
OPERATING EXPENDITURES									
6 Labor	76,035,939	74,865,238	84,544,519	-	-	-	76,035,939	74,865,238	84,544,519
7 Other Expense	69,743,492	59,674,090	76,010,435	-	-	-	69,743,492	59,674,090	76,010,435
8 Capital Outlay	5,966,270	4,879,554	5,834,104	-	-	-	5,966,270	4,879,554	5,834,104
Total operating expenditures	151,745,701	139,418,882	166,389,058	-	-	-	151,745,701	139,418,882	166,389,058
NET OPERATING EXCESS (DEFICIENCY)	(5,130,298)	7,263,250	(12,479,120)	65,938,467	65,716,453	66,244,828	60,808,169	72,979,703	53,765,708
NON-OPERATING SOURCES AND USES AND USES									
9 Debt Service	-	-	-	66,533,196	66,527,844	66,326,040	66,533,196	66,527,844	66,326,040
10 Drainage reserves	(3,430,000)	(300,000)	(5,255,000)	-	-	-	(3,430,000)	(300,000)	(5,255,000)
11 Property Appraiser Settlements	-	1,369,000	-	-	-	-	-	1,369,000	-
12 Tax Collector Fees	768,985	764,045	806,437	359,774	325,747	360,772	1,128,759	1,089,792	1,167,209
13 Insurance	2,750,000	2,724,949	2,965,414	-	-	-	2,750,000	2,724,949	2,965,414
Net non-operating sources and uses	88,985	4,557,994	(1,483,149)	66,892,971	66,853,591	66,686,811	66,981,955	71,411,585	65,203,662
Total expenditures	151,834,686	143,976,876	164,905,909	66,892,971	66,853,591	66,686,811	218,727,656	210,830,467	231,592,720
NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(5,219,283)	2,705,256	(10,995,971)	(954,504)	(1,137,138)	(441,983)	(6,173,786)	1,568,118	(11,437,954)
BEGINNING FUND BALANCE	44,975,597	54,808,590	57,513,846	2,932,756	3,780,807	2,643,669	47,908,353	58,589,397	60,157,515
ENDING FUND BALANCE	39,756,314	57,513,846	46,517,875	1,978,252	2,643,669	2,201,686	41,734,567	60,157,515	48,719,561
MILLAGE RATE									
General Operating	8.9130	8.9130	8.5836	-	-	-	8.9130	8.9130	8.5836
Debt Service	-	-	-	4.1700	4.1700	3.8400	4.1700	4.1700	3.8400
Total millage rate	8.9130	8.9130	8.5836	4.1700	4.1700	3.8400	13.0830	13.0830	12.4236
TOTAL CFTOD ASSESSED VALUE									
								1 MILL =	17,081,986
PERSONNEL									
Management	52	52	50	-	-	-	52	52	50
Clerical	16	16	15	-	-	-	16	16	15
Departmental operating	350	350	359	-	-	-	350	350	359
Other Funding Sources	10	10	11	-	-	-	10	10	11
Total personnel	428	428	435	-	-	-	428	428	435

**ANNUAL BUDGET
GENERAL FUND
FISCAL YEAR 2026**

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
REVENUES			
1 Ad valorem taxes	139,815,403	138,917,182	146,624,938
2 Interest Income	725,000	1,780,115	950,000
3 Permits & fees	5,750,000	5,723,245	6,000,000
4 Lab fees	125,000	135,890	135,000
5 Other	200,000	125,700	200,000
Total revenues	146,615,403	146,682,132	153,909,938
OPERATING EXPENDITURES			
6 Labor	76,035,939	74,865,238	84,544,519
7 Other Expense	69,743,492	59,674,090	76,010,435
8 Capital Outlay	5,966,270	4,879,554	5,834,104
Total operating expenditures	151,745,701	139,418,882	166,389,058
NET OPERATING EXCESS (DEFICIENCY)	(5,130,298)	7,263,250	(12,479,120)
NON-OPERATING SOURCES AND USES			
9 Drainage reserves	(3,430,000)	(300,000)	(5,255,000)
10 Property Appraiser Settlements	-	1,369,000	-
11 Tax collector fees	768,985	764,045	806,437
12 Insurance	2,750,000	2,724,949	2,965,414
Net non-operating sources and uses	88,985	4,557,994	(1,483,149)
Total expenditures	151,834,686	143,976,876	164,905,909
NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(5,219,283)	2,705,256	(10,995,971)
BEGINNING FUND BALANCE	44,975,597	54,808,590	57,513,846
ENDING FUND BALANCE	39,756,314	57,513,846	46,517,875
ENDING FUND BALANCE DETAIL			
13 Committed for Prop Appr Settlements	6,500,000	5,131,000	7,500,000
14 Assigned for Emerg Repairs & Maint	2,000,000	1,712,000	2,000,000
15 Assigned for Certain Equipment Purchases	2,984,540	991,924	2,395,000
16 Fund Balance Minimum	25,210,950	25,210,950	27,731,510
17 Available Fund Balance	3,060,824	24,467,972	6,891,366
ENDING FUND BALANCE	39,756,314	57,513,846	46,517,875
MILLAGE RATE			
General Operating	8.9130	8.9130	8.5836
TOTAL CFTOD ASSESSED VALUE	16,340,294,525	16,344,490,541	17,793,735,768
		1 MILL =	17,081,986
PERSONNEL			
Management	52	52	50
Clerical	16	16	15
Departmental operating	350	350	359
Other Funding Sources	10	10	11
Total personnel	428	428	435

**ANNUAL BUDGET
DEBT SERVICE FUND
FISCAL YEAR 2026**

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
REVENUES			
1 Ad valorem taxes	65,413,467	65,149,453	65,594,828
2 Interest Income	525,000	567,000	650,000
	<u>65,938,467</u>	<u>65,716,453</u>	<u>66,244,828</u>
NON-OPERATING TRANSFERS AND EXPENDITURES			
Debt Service			
3 2015-A	7,586,250	7,586,250	-
4 2016-A	9,826,500	9,826,500	17,408,750
5 2017-A	15,411,200	15,411,200	15,411,700
6 2020-A	25,692,346	25,692,346	25,692,340
7 2024-A	8,000,000	7,995,048	7,795,750
Other Debt Service Costs	16,900	16,500	17,500
Total non-operating transfers and expenditures	<u>66,533,196</u>	<u>66,527,844</u>	<u>66,326,040</u>
NON-OPERATING SOURCES AND USES			
Issue Costs	-	-	-
Bond Proceeds	-	-	-
8 Tax Collector Fees	359,774	325,747	360,772
Payments to Escrow Agents	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	66,892,971	66,853,591	66,686,811
NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(954,504)	(1,137,138)	(441,983)
BEGINNING FUND BALANCE	2,932,756	3,780,807	2,643,669
ENDING FUND BALANCE	<u>1,978,252</u>	<u>2,643,669</u>	<u>2,201,686</u>
ENDING FUND BALANCE DETAIL			
Committed for Prop Appr Settlements	-	-	-
Fund Balance Minimum	1,000,000	1,000,000	1,000,000
Available Fund Balance	978,252	1,643,669	1,201,686
ENDING FUND BALANCE	<u>1,978,252</u>	<u>2,643,669</u>	<u>2,201,686</u>
MILLAGE RATE			
Debt Service	4.1700	4.1700	3.8400
TOTAL CFTOD ASSESSED VALUE	16,340,294,525	16,344,490,541	17,793,735,768
		1 MILL =	17,081,986

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
FY 2026 BUDGET SUMMARY**

ANNUAL BUDGET	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	13,703,572	13,594,684	14,001,769
2 Clerical	1,326,258	1,235,945	1,581,190
3 Departmental operating	60,006,109	59,034,609	67,961,560
4 OPEB Contribution	1,000,000	1,000,000	1,000,000
Total labor	76,035,939	74,865,238	84,544,519
OTHER EXPENDITURES			
5 Advertising	20,000	15,540	15,000
6 Dues & subscriptions	81,640	60,122	79,345
7 Equipment rentals	510,649	493,106	595,450
8 Gas, oil & accessories	391,420	390,629	394,050
9 Licenses & permits	23,211	22,856	33,190
10 Office mat'l & supplies	52,500	45,591	50,300
11 Operating supplies	4,749,960	3,827,932	4,259,573
12 Outside services & fees	20,182,700	18,498,958	20,216,254
13 Postage	8,700	6,417	9,750
14 Professional services	7,405,725	5,010,732	8,073,050
15 Community Outreach	145,000	44,302	118,620
16 Repairs & maintenance	31,741,042	26,990,736	38,123,203
17 Telephone	560,700	546,835	568,500
18 Training & Professional Education	1,510,245	1,385,256	1,254,350
19 Utilities	1,606,500	1,588,460	1,621,300
20 Uniforms	753,500	746,618	598,500
Total other expenditures	69,743,492	59,674,090	76,010,435
CAPITAL OUTLAY	5,966,270	4,879,554	5,834,104
TOTAL OPERATING EXPENDITURES	151,745,701	139,418,882	166,389,058
PERSONNEL			
Management	52	52	50
Clerical	16	16	15
Departmental operating	350	350	359
Other Funding Sources	10	10	11
Total personnel	428	428	435

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
FY 2025 BUDGETED EXPENDITURES**

	<u>ADMIN</u>	<u>LEGAL</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG & SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>TECHNOLOGY SERVICES</u>	<u>CONTRACTS & PROCUREMENT</u>	<u>FACILITIES OPER & MAINT</u>	<u>DRAINAGE</u>	<u>PUBLIC WORKS</u>	<u>SECURITY & EMERG MGMT</u>	<u>PUBLIC AFFAIRS</u>	<u>TOTAL</u>
ANNUAL BUDGET															
Management	1,371,644	492,120	382,541	263,604	492,106	7,314,736	679,198	397,561	47,003	560,885	-	1,127,705	327,492	246,976	13,703,572
Clerical	-		215,225	86,666	676,589	86,396	86,396	-	-	79,545	-	95,441	-	-	1,326,258
Departmental operating	144,859	154,488	776,555	881,566	5,467,696	39,366,390	3,789,649	2,137,296	574,528	1,251,229	-	5,029,396	133,680	298,777	60,006,109
OPEB Contribution	9,000	2,000	28,000	18,000	103,000	571,000	-	32,000	18,000	55,000	-	148,000	5,000	11,000	1,000,000
Total labor	1,525,503	648,608	1,402,321	1,249,836	6,739,391	47,338,522	4,555,243	2,566,857	639,531	1,946,659	-	6,400,542	466,172	556,753	76,035,939
OTHER EXPENSE															
Advertising	10,000		-	10,000	-	-	-	-	-	-	-	-	-	-	20,000
Dues & subscriptions	6,500	6,000	3,000	10,475	17,000	10,300	1,500	6,525	3,500	2,500	-	11,100	-	3,240	81,640
Equipment rentals	7,500		-	-	-	26,700	3,800	100,000	-	363,249	-	9,400	-	-	510,649
Gas, oil & accessories	-		-	-	-	-	-	-	-	391,420	-	-	-	-	391,420
Licenses & permits	-		-	-	5,000	250	12,221	-	-	-	-	5,740	-	-	23,211
Office mat'l & supplies	5,000		1,300	2,500	7,000	10,000	9,000	2,500	2,000	3,500	-	9,250	-	450	52,500
Operating supplies	6,500		4,000	50,000	88,500	1,213,600	1,865,337	388,000	6,000	847,923	115,000	118,500	44,000	2,600	4,749,960
Outside services & fees	95,440		144,000	187,500	120,000	156,500	177,317	102,000	-	7,631,198	310,000	8,828,370	2,383,075	47,300	20,182,700
Postage	4,000		500	350	500	1,500	1,100	150	600	-	-	-	-	-	8,700
Professional services	445,000	2,575,000	146,000	-	50,000	-	-	1,063,125	-	-	-	3,126,600	-	-	7,405,725
Community Outreach	25,000		-	-	-	-	-	-	111,000	-	-	-	-	9,000	145,000
Repairs & maintenance	-		-	-	-	1,175,208	119,000	3,531,500	-	4,826,734	4,980,000	17,108,600	-	-	31,741,042
Telephone	-		-	-	-	-	-	560,700	-	-	-	-	-	-	560,700
Training & Professional Education	404,500	3,500	8,200	317,100	70,625	526,720	31,750	75,750	4,000	20,125	-	35,425	6,750	5,800	1,510,245
Utilities	115,000		-	-	-	175,000	90,000	-	-	766,500	-	460,000	-	-	1,606,500
Uniforms	-		-	-	-	700,000	-	-	-	53,500	-	-	-	-	753,500
Total other expenditures	1,124,440	2,584,500	307,000	577,925	358,625	3,995,778	2,311,025	5,830,252	127,100	14,906,649	5,405,000	29,712,985	2,433,825	68,390	69,743,492
CAPITAL OUTLAY															
	-	-	-	-	-	4,112,870	46,000	1,067,400	-	740,000	-	-	-	-	5,966,270
TOTAL DEPARTMENT	2,649,943	3,233,108	1,709,321	1,827,761	7,098,016	55,447,170	6,912,268	9,464,507	766,631	17,593,308	5,405,000	36,113,527	2,899,997	625,143	151,745,701
PERSONNEL															
Management	3	1	1	1	2	30	3	1	1	3	-	4	1	1	52
Clerical			3	1	7	1	1	-		1	-	1	-	1	16
Departmental operating	1		4	6	36	214	30	13	4	7	-	33	1	1	350
Other Funding Sources	-		4	-	-	-	-	-	2	4	-	-		-	10
Total personnel	4	1	12	8	45	245	34	14	7	15	-	38	2	3	428

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
FY 2025 PROJECTED ACTUAL**

	<u>ADMIN</u>	<u>LEGAL</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG & SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>TECHNOLOGY SERVICES</u>	<u>CONTRACTS & PROCUREMENT</u>	<u>FACILITIES OPER & MAINT</u>	<u>DRAINAGE</u>	<u>PUBLIC WORKS</u>	<u>SECURITY & EMERG MGMT</u>	<u>PUBLIC AFFAIRS</u>	<u>TOTAL</u>
ANNUAL BUDGET															
Management	1,364,425	490,847	382,247	268,511	491,660	7,239,370	669,243	393,309	45,917	552,543	-	1,114,091	317,966	264,555	13,594,684
Clerical	-		214,468	79,324	599,523	85,582	87,842	-	-	76,924	-	92,282	-	-	1,235,945
Departmental operating	143,463		708,745	807,484	5,332,037	39,526,219	3,780,240	1,909,585	486,342	1,227,887	-	4,863,529	129,078	120,000	59,034,609
OPEB Contribution	9,000	2,000	28,000	18,000	103,000	571,000	-	32,000	18,000	55,000	-	148,000	5,000	11,000	1,000,000
Total labor	1,516,888	492,847	1,333,460	1,173,319	6,526,220	47,422,171	4,537,325	2,334,894	550,259	1,912,354	-	6,217,902	452,044	395,555	74,865,238
OTHER EXPENSE															
Advertising	5,890		-	9,650	-	-	-	-	-	-	-	-	-	-	15,540
Dues & subscriptions	2,483	5,823	1,873	5,391	15,772	8,369	1,413	4,070	1,467	3,139	-	8,978	-	1,344	60,122
Equipment rentals	7,507		-	-	-	18,245	3,496	94,318	-	363,235	-	6,305	-	-	493,106
Gas, oil & accessories	-		-	-	-	-	-	-	-	390,629	-	-	-	-	390,629
Licenses & permits	-		-	-	4,670	225	12,221	-	-	-	-	5,740	-	-	22,856
Office mat'l & supplies	2,864		1,253	1,190	6,918	8,447	8,577	1,630	1,695	3,294	-	9,686	-	37	45,591
Operating supplies	2,058		4,313	49,490	38,449	1,204,071	1,055,267	377,268	4,652	841,577	106,524	103,762	39,448	1,053	3,827,932
Outside services & fees	45,678		131,288	188,803	134,338	155,852	176,536	95,160	-	7,615,411	308,844	7,238,999	2,366,015	42,034	18,498,958
Postage	3,108		200	379	470	755	1,023	116	366	-	-	-	-	-	6,417
Professional services	250,000	1,554,553	133,073	-	45,161	-	-	1,059,817	-	-	-	1,968,128	-	-	5,010,732
Community Outreach	-		-	-	-	-	-	-	44,302	-	-	-	-	-	44,302
Repairs & maintenance	-		-	-	-	1,150,192	118,805	3,513,955	-	4,349,990	2,650,633	15,207,161	-	-	26,990,736
Telephone	-		-	-	-	-	-	546,835	-	-	-	-	-	-	546,835
Training & Professional Education	403,594		4,797	261,825	67,190	509,639	29,207	70,876	3,418	15,707	-	18,760	-	243	1,385,256
Utilities	106,676	1,800	-	-	-	174,089	85,350	-	-	761,930	-	455,863	2,752	-	1,588,460
Uniforms	-		-	-	-	697,030	-	-	-	49,588	-	-	-	-	746,618
Total other expenditures	829,858	1,562,176	276,797	516,728	312,968	3,926,914	1,491,895	5,764,045	55,900	14,394,500	3,066,001	25,023,382	2,408,215	44,711	59,674,090
CAPITAL OUTLAY	-	-	-	-	-	3,304,970	44,100	803,984	-	726,500	-	-	-	-	4,879,554
TOTAL DEPARTMENT	2,346,746	2,055,023	1,610,257	1,690,047	6,839,188	54,654,055	6,073,320	8,902,923	606,159	17,033,354	3,066,001	31,241,284	2,860,259	440,266	139,418,882
PERSONNEL															
Management	3	1	1	1	2	30	3	1	1	3	-	4	1	1	52
Clerical			3	1	7	1	1	-		1	-	1	-	1	16
Departmental operating	1	1	4	6	36	214	30	13	4	7	-	33	1		350
Other Funding Sources	-		4	-	-	-	-	-	2	4	-	-		-	10
Total personnel	4	2	12	8	45	245	34	14	7	15	-	38	2	2	428

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
FY 2026 BUDGETED EXPENDITURES**

	<u>ADMIN</u>	<u>LEGAL</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG & SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>TECHNOLOGY SERVICES</u>	<u>CONTRACTS & PROCUREMENT</u>	<u>FACILITIES OPER & MAINT</u>	<u>DRAINAGE</u>	<u>PUBLIC WORKS</u>	<u>SECURITY & EMERG MGMT</u>	<u>TOTAL</u>
ANNUAL BUDGET														
Management	1,556,296	509,467	408,362	282,788	529,150	7,502,770	714,536	417,290	50,432	462,342	-	1,222,800	345,536	14,001,769
Clerical	126,607	-	257,536	97,138	730,397	99,596	99,600	-	-	68,433	-	101,883	-	1,581,190
Departmental operating	152,952	152,658	970,729	1,015,116	6,743,643	44,911,305	4,021,191	2,312,337	448,330	1,480,180	-	5,608,699	144,420	67,961,560
OPEB Contribution	9,000	5,000	28,000	18,000	116,000	570,000	75,000	32,000	16,000	42,000	-	84,000	5,000	1,000,000
Total labor	1,844,855	667,125	1,664,627	1,413,042	8,119,190	53,083,671	4,910,327	2,761,627	514,762	2,052,955	-	7,017,382	494,956	84,544,519
OTHER EXPENSE														
Advertising	10,000	-	-	5,000	-	-	-	-	-	-	-	-	-	15,000
Dues & subscriptions	7,750	6,000	4,000	6,240	17,000	10,300	1,700	6,525	3,500	2,500	-	12,950	880	79,345
Equipment rentals	8,250	-	-	-	-	28,700	4,100	77,500	-	470,000	-	6,900	-	595,450
Gas, oil & accessories	-	-	-	-	-	-	-	-	-	394,050	-	-	-	394,050
Licenses & permits	-	-	-	-	7,000	250	20,200	-	-	-	-	5,740	-	33,190
Office mat'l & supplies	5,000	-	1,800	2,500	7,000	10,000	9,000	2,500	2,000	3,500	-	7,000	-	50,300
Operating supplies	6,500	-	5,000	32,000	114,000	1,392,850	1,135,500	443,400	7,000	844,823	115,000	118,500	45,000	4,259,573
Outside services & fees	143,240	-	144,000	185,200	150,000	337,500	172,832	173,740	-	7,941,448	465,000	8,320,500	2,182,794	20,216,254
Postage	4,500	-	500	500	500	1,500	1,100	150	1,000	-	-	-	-	9,750
Professional services	550,000	2,195,000	232,750	36,000	50,000	-	-	1,226,000	-	-	-	3,783,300	-	8,073,050
Community Outreach	25,000	-	-	-	-	-	-	-	93,620	-	-	-	-	118,620
Repairs & maintenance	-	-	-	-	-	1,320,362	141,200	3,878,650	-	4,881,991	6,910,000	20,991,000	-	38,123,203
Telephone	-	-	-	-	-	-	-	568,500	-	-	-	-	-	568,500
Training & Professional Education	18,500	3,750	8,200	263,100	155,700	599,345	31,535	76,325	24,000	19,600	-	48,845	5,450	1,254,350
Utilities	115,000	-	-	-	-	180,000	90,000	-	-	776,300	-	460,000	-	1,621,300
Uniforms	-	-	-	-	-	545,000	-	-	-	53,500	-	-	-	598,500
Total other expenditures	893,740	2,204,750	396,250	530,540	501,200	4,425,807	1,607,167	6,453,290	131,120	15,387,712	7,490,000	33,754,735	2,234,124	76,010,435
CAPITAL OUTLAY	-	-	-	-	-	3,768,677	136,500	877,927	-	1,051,000	-	-	-	5,834,104
TOTAL DEPARTMENT	2,738,595	2,871,875	2,060,877	1,943,582	8,620,390	61,278,155	6,653,994	10,092,844	645,882	18,491,667	7,490,000	40,772,117	2,729,080	166,389,058
PERSONNEL														
Management	3	1	1	1	2	30	3	1	1	2	-	4	1	50
Clerical	-	-	3	1	7	1	1	-	-	1	-	1	-	15
Departmental operating	1	1	4	6	40	218	30	13	4	8	-	33	1	359
Other Funding Sources	-	-	4	-	-	-	-	-	2	5	-	-	-	11
Total personnel	4	2	12	8	49	249	34	14	7	16	-	38	2	435

ADMINISTRATION

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	1,371,644	1,364,425	1,556,296
2 Clerical	-	-	126,607
3 Departmental operating	144,859	143,463	152,952
4 OPEB contribution	9,000	9,000	9,000
	<u>1,525,503</u>	<u>1,516,888</u>	<u>1,844,855</u>
Total labor	1,525,503	1,516,888	1,844,855
OTHER EXPENDITURES			
5 Advertising	10,000	5,890	10,000
6 Dues & Subscriptions	6,500	2,483	7,750
7 Equipment rentals	7,500	7,507	8,250
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	5,000	2,864	5,000
11 Operating supplies	6,500	2,058	6,500
12 Outside services & fees	95,440	45,678	143,240
13 Postage	4,000	3,108	4,500
14 Professional services	445,000	250,000	550,000
15 Community Outreach	25,000	-	25,000
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	404,500	403,594	18,500
19 Utilities	115,000	106,676	115,000
20 Uniforms	-	-	-
	<u>1,124,440</u>	<u>829,858</u>	<u>893,740</u>
Total other expenditures	1,124,440	829,858	893,740
CAPITAL OUTLAY			
	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL DEPARTMENT	<u>2,649,943</u>	<u>2,346,746</u>	<u>2,738,595</u>
PERSONNEL			
Management	3	3	3
Clerical			
Departmental operating	1	1	1
Total personnel	4	4	4

CONTRACTS & PROCUREMENT

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	47,003	45,917	50,432
2 Clerical	-	-	-
3 Departmental operating	574,528	486,342	448,330
4 OPEB Contribution	18,000	18,000	16,000
Total labor	639,531	550,259	514,762
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	3,500	1,467	3,500
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	2,000	1,695	2,000
11 Operating supplies	6,000	4,652	7,000
12 Outside services & fees	-	-	-
13 Postage	600	366	1,000
14 Professional services	-	-	-
15 Community Outreach	111,000	44,302	93,620
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	4,000	3,418	24,000
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	127,100	55,900	131,120
CAPITAL OUTLAY			
TOTAL DEPARTMENT	<u>766,631</u>	<u>606,159</u>	<u>645,882</u>
PERSONNEL			
Management	1	1	1
Clerical			
Departmental operating	4	4	4
Other Funding Sources	2	2	2
Total personnel	7	7	7

SECURITY & EMERGENCY MGMT

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	327,492	317,966	345,536
2 Clerical	-	-	-
3 Departmental operating	133,680	129,078	144,420
4 OPEB contribution	5,000	5,000	5,000
Total labor	466,172	452,044	494,956
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	-	-	880
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	-	-	-
11 Operating supplies	44,000	39,448	45,000
12 Outside services & fees	2,383,075	2,366,015	2,182,794
13 Postage	-	-	-
14 Professional services	-	-	-
15 Community Outreach	-	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	6,750	2,752	5,450
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	2,433,825	2,408,215	2,234,124
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	2,899,997	2,860,259	2,729,080
PERSONNEL			
Management	1	1	1
Clerical			
Departmental operating	1	1	1
Total personnel	2	2	2

FINANCE

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	382,541	382,247	408,362
2 Clerical	215,225	214,468	257,536
3 Departmental operating	776,555	708,745	970,729
4 OPEB contribution	28,000	28,000	28,000
Total labor	1,402,321	1,333,460	1,664,627
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	3,000	1,873	4,000
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	1,300	1,253	1,800
11 Operating supplies	4,000	4,313	5,000
12 Outside services & fees	144,000	131,288	144,000
13 Postage	500	200	500
14 Professional services	146,000	133,073	232,750
15 Community Outreach	-	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	8,200	4,797	8,200
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	307,000	276,797	396,250
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	1,709,321	1,610,257	2,060,877
PERSONNEL			
Management	1	1	1
Clerical	3	3	3
Departmental operating	4	4	4
Other Funding Sources	4	4	4
Total personnel	12	12	12

TECHNOLOGY SERVICES

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	397,561	393,309	417,290
2 Clerical	-	-	-
3 Departmental operating	2,137,296	1,909,585	2,312,337
4 OPEB contribution	32,000	32,000	32,000
	<u>2,566,857</u>	<u>2,334,894</u>	<u>2,761,627</u>
Total labor	2,566,857	2,334,894	2,761,627
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	6,525	4,070	6,525
7 Equipment rentals	100,000	94,318	77,500
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	2,500	1,630	2,500
11 Operating supplies	388,000	377,268	443,400
12 Outside services & fees	102,000	95,160	173,740
13 Postage	150	116	150
14 Professional services	1,063,125	1,059,817	1,226,000
15 Community Outreach	-	-	-
16 Repair & maintenance	3,531,500	3,513,955	3,878,650
17 Telephone	560,700	546,835	568,500
18 Training & Professional Education	75,750	70,876	76,325
19 Utilities	-	-	-
20 Uniforms	-	-	-
	<u>5,830,250</u>	<u>5,764,045</u>	<u>6,453,290</u>
Total other expenditures	5,830,250	5,764,045	6,453,290
CAPITAL OUTLAY	<u>1,067,400</u>	<u>803,984</u>	<u>877,927</u>
TOTAL DEPARTMENT	<u><u>9,464,507</u></u>	<u><u>8,902,923</u></u>	<u><u>10,092,844</u></u>
PERSONNEL			
Management	1	1	1
Clerical	-	-	-
Departmental operating	13	13	13
Total personnel	14	14	14

HUMAN RESOURCES

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	263,604	268,511	282,788
2 Clerical	86,666	79,324	97,138
3 Departmental operating	881,566	807,484	1,015,116
4 OPEB contribution	18,000	18,000	18,000
Total labor	1,249,836	1,173,319	1,413,042
OTHER EXPENDITURES			
5 Advertising	10,000	9,650	5,000
6 Dues & Subscriptions	10,475	5,391	6,240
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	2,500	1,190	2,500
11 Operating supplies	50,000	49,490	32,000
12 Outside services & fees	187,500	188,803	185,200
13 Postage	350	379	500
14 Professional services	-	-	36,000
15 Community Outreach	-	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	317,100	261,825	263,100
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	577,925	516,728	530,540
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	1,827,761	1,690,047	1,943,582
PERSONNEL			
Management	1	1	1
Clerical	1	1	1
Departmental operating	6	6	6
Total personnel	8	8	8

PUBLIC AFFAIRS

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	246,976	264,555	-
2 Clerical	-	-	-
3 Departmental operating	298,777	120,000	-
4 OPEB contribution	11,000	11,000	-
Total labor	556,753	395,555	-
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	3,240	1,344	-
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	450	37	-
11 Operating supplies	2,600	1,053	-
12 Outside services & fees	47,300	42,034	-
13 Postage	-	-	-
14 Professional services	-	-	-
15 Community Outreach	9,000	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	5,800	243	-
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	68,390	44,711	-
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	625,143	440,266	-
PERSONNEL			
Management	1	1	
Clerical	1	1	
Departmental operating	1		
Total personnel	3	2	

DISTRICT COUNSEL

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	492,120	490,847	509,467
2 Clerical	-	-	-
3 Departmental operating	154,488	123,838	152,658
4 OPEB contribution	<u>2,000</u>	<u>2,000</u>	<u>5,000</u>
Total labor	648,608	616,685	667,125
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	6,000	5,823	6,000
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	-	-	-
11 Operating supplies	-	-	-
12 Outside services & fees	-	-	-
13 Postage	-	-	-
14 Professional services	2,575,000	1,554,553	2,195,000
15 Community Outreach	-	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	3,500	1,800	3,750
19 Utilities	-	-	-
20 Uniforms	<u>-</u>	<u>-</u>	<u>-</u>
Total other expenditures	2,584,500	1,562,176	2,204,750
CAPITAL OUTLAY	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL DEPARTMENT	<u><u>3,233,108</u></u>	<u><u>2,178,861</u></u>	<u><u>2,871,875</u></u>
PERSONNEL			
Management	1	1	1
Clerical			
Departmental operating		1	1
Other Funding Sources			
Total personnel	1	2	2

BUILDING AND SAFETY

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	492,106	491,660	529,150
2 Clerical	676,589	599,523	730,397
3 Departmental operating	5,467,696	5,332,037	6,743,643
4 OPEB contribution	<u>103,000</u>	<u>103,000</u>	<u>116,000</u>
Total labor	6,739,391	6,526,220	8,119,190
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	17,000	15,772	17,000
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	5,000	4,670	7,000
10 Office mat'l & supplies	7,000	6,918	7,000
11 Operating supplies	88,500	38,449	114,000
12 Outside services & fees	120,000	134,338	150,000
13 Postage	500	470	500
14 Professional services	50,000	45,161	50,000
15 Community Outreach	-	-	-
16 Repair & maintenance	-	-	-
17 Telephone	-	-	-
18 Training & Professional Education	70,625	67,190	155,700
19 Utilities	-	-	-
20 Uniforms	<u>-</u>	<u>-</u>	<u>-</u>
Total other expenditures	358,625	312,968	501,200
CAPITAL OUTLAY	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL DEPARTMENT	<u><u>7,098,016</u></u>	<u><u>6,839,188</u></u>	<u><u>8,620,390</u></u>
PERSONNEL			
Management	2	2	2
Clerical	7	7	7
Departmental operating	36	36	40
Total personnel	45	45	49

FIRE DEPARTMENT

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	7,314,737	7,239,370	7,502,770
2 Clerical	86,396	85,582	99,596
3 Departmental operating	39,366,390	39,526,219	44,911,305
4 OPEB Contribution	571,000	571,000	570,000
Total labor	47,338,523	47,422,171	53,083,671
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	10,300	8,369	10,300
7 Equipment rentals	26,700	18,245	28,700
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	250	225	250
10 Office mat'l & supplies	10,000	8,447	10,000
11 Operating supplies	1,213,600	1,204,071	1,392,850
12 Outside services & fees	156,500	155,852	337,500
13 Postage	1,500	755	1,500
14 Professional services	-	-	-
15 Community Outreach	-	-	-
16 Repair & maintenance	1,175,208	1,150,192	1,320,362
17 Telephone	-	-	-
18 Training & Professional Education	526,720	509,639	599,345
19 Utilities	175,000	174,089	180,000
20 Uniforms	700,000	697,030	545,000
Total other expenditures	3,995,778	3,926,914	4,425,807
CAPITAL OUTLAY	4,112,870	3,304,970	3,768,677
TOTAL DEPARTMENT	55,447,171	54,654,055	61,278,155
PERSONNEL			
Management	30	30	30
Clerical	1	1	1
Departmental operating	214	214	218
Total personnel	245	245	249

ENVIRONMENTAL SCIENCES

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	679,198	669,243	714,536
2 Clerical	86,396	87,842	99,600
3 Departmental operating	3,789,649	3,780,240	4,021,191
4 OPEB contribution	-	-	75,000
Total labor	4,555,243	4,537,325	4,910,327
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	1,500	1,413	1,700
7 Equipment rentals	3,800	3,496	4,100
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	12,221	12,221	20,200
10 Office mat'l & supplies	9,000	8,577	9,000
11 Operating supplies	1,865,337	1,055,267	1,135,500
12 Outside services & fees	177,317	176,536	172,832
13 Postage	1,100	1,023	1,100
14 Professional services	-	-	-
15 Community Outreach	-	-	-
16 Repair & maintenance	119,000	118,805	141,200
17 Telephone	-	-	-
18 Training & Professional Education	31,750	29,207	31,535
19 Utilities	90,000	85,350	90,000
20 Uniforms	-	-	-
Total other expenditures	2,311,025	1,491,895	1,607,167
CAPITAL OUTLAY	46,000	44,100	136,500
TOTAL DEPARTMENT	6,912,268	6,073,320	6,653,994
PERSONNEL			
Management	3	3	3
Clerical	1	1	1
Departmental operating	30	30	30
Total personnel	34	34	34

FACILITIES OPERATIONS & MAINTENANCE

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	560,885	552,543	462,342
2 Clerical	79,545	76,924	68,433
3 Departmental operating	1,251,229	1,227,887	1,480,180
4 OPEB contribution	<u>55,000</u>	<u>55,000</u>	<u>42,000</u>
Total labor	1,946,659	1,912,354	2,052,955
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	2,500	3,139	2,500
7 Equipment rentals	363,249	363,235	470,000
8 Gas, oil & accessories	391,420	390,629	394,050
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	3,500	3,294	3,500
11 Operating supplies	847,923	841,577	844,823
12 Outside services & fees	7,631,198	7,615,411	7,941,448
13 Postage	-	-	-
14 Professional services	-	-	-
15 Community Outreach	-	-	-
16 Repair & maintenance	4,826,734	4,349,990	4,881,991
17 Telephone	-	-	-
18 Training & Professional Education	20,125	15,707	19,600
19 Utilities	766,500	761,930	776,300
20 Uniforms	<u>53,500</u>	<u>49,588</u>	<u>53,500</u>
Total other expenditures	14,906,649	14,394,500	15,387,712
CAPITAL OUTLAY	<u>740,000</u>	<u>726,500</u>	<u>1,051,000</u>
TOTAL DEPARTMENT	<u><u>17,593,308</u></u>	<u><u>17,033,354</u></u>	<u><u>18,491,667</u></u>
PERSONNEL			
Management	3	3	2
Clerical	1	1	1
Departmental operating	7	7	8
Other Funding Sources	4	4	5
Total personnel	15	15	16

DRAINAGE

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	-	-	-
2 Clerical	-	-	-
3 Departmental operating	-	-	-
4			
Total labor	-	-	-
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	-	-	-
7 Equipment rentals	-	-	-
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	-	-	-
10 Office mat'l & supplies	-	-	-
11 Operating supplies	115,000	106,524	115,000
12 Outside services & fees	310,000	308,844	465,000
13 Postage	-	-	-
14 Professional services	-	-	-
15 Community Outreach	-	-	-
16 Repair & maintenance	4,980,000	2,650,633	6,910,000
17 Telephone	-	-	-
18 Training & Professional Education	-	-	-
19 Utilities	-	-	-
20 Uniforms	-	-	-
Total other expenditures	5,405,000	3,066,001	7,490,000
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	5,405,000	3,066,001	7,490,000
PERSONNEL			
Management	-	-	-
Clerical	-	-	-
Departmental operating	-	-	-
Total personnel	-	-	-

PUBLIC WORKS

	FY 2025 BUDGET	FY 2025 PROJECTED ACTUAL	FY 2026 BUDGET
LABOR			
1 Management	1,127,705	1,114,091	1,222,800
2 Clerical	95,441	92,282	101,883
3 Departmental operating	5,029,396	4,863,529	5,608,699
4 OPEB Contribution	<u>148,000</u>	<u>148,000</u>	<u>84,000</u>
Total labor	6,400,542	6,217,902	7,017,382
OTHER EXPENDITURES			
5 Advertising	-	-	-
6 Dues & Subscriptions	11,100	8,978	12,950
7 Equipment rentals	9,400	6,305	6,900
8 Gas, oil & accessories	-	-	-
9 Licenses & permits	5,740	5,740	5,740
10 Office mat'l & supplies	9,250	9,686	7,000
11 Operating supplies	118,500	103,762	118,500
12 Outside services & fees	8,828,370	7,238,999	8,320,500
13 Postage	-	-	-
14 Professional services	3,126,600	1,968,128	3,783,300
15 Community Outreach	-	-	-
16 Repair & maintenance	17,108,600	15,207,161	20,991,000
17 Telephone	-	-	-
18 Training & Professional Education	35,425	18,760	48,845
19 Utilities	460,000	455,863	460,000
20 Uniforms	<u>-</u>	<u>-</u>	<u>-</u>
Total other expenditures	29,712,985	25,023,382	33,754,735
CAPITAL OUTLAY	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL DEPARTMENT	<u><u>36,113,527</u></u>	<u><u>31,241,284</u></u>	<u><u>40,772,117</u></u>
PERSONNEL			
Management	4	4	4
Clerical	1	1	1
Departmental operating	33	33	33
Total personnel	38	38	38