



# AGENDA

October 24, 2025  
10:30 a.m.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**Board of Supervisors Meeting**  
**Agenda**  
**October 24, 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** September 26, 2025 Meeting Minutes
  - 5.2** Approve the District Administrator to execute a Non-exclusive Temporary Easement with Permanent Easement to Vero Fiber Networks, LLC for underground communication lines
  - 5.3** Approve the District Administrator to execute a First Amendment to Non-exclusive Permanent Easement to Orange County for roadway improvements
- 6. REPORTS**
  - 6.1** Management Report
- 7. GENERAL BUSINESS**
  - 7.1** Approve a one-year renewal for Contract #C006223 landscape maintenance & services with Cepra Landscape, LLC and authorize the District Administrator to execute the contract amendment not to exceed \$5,090,997
  - 7.2** Approve Fiscal Year 2026 Budget Amendment #1 increasing expenditures for fire rescue apparatus purchase utilizing rollover funds in the amount of \$441,676
  - 7.3** Approve the purchase of two (2) Freightliner Road Rescue Ultramedic medium duty ambulances from Matheny Fire & Emergency, and authorize the District Administrator to execute the purchase documents in the amount of \$933,500
  - 7.4** Approve the award of Contract #C006659 for the Traffic Signal Improvements Program 2026 with Traffic Control Devices, LLC, and authorize the District Administrator to execute Contract #C006659 in the amount of \$1,760,650 plus 5% contingency for a total amount of \$1,848,683

- 7.5 Approve a Developer Agreement for Construction of electrical infrastructure to service Project L and authorize the District Administrator to execute the agreements

**8. PUBLIC HEARING**

- 8.1 **Resolution No. 682;** A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$190,000,000 AGGREGATE PRINCIPAL AMOUNT OF UTILITIES REVENUE BONDS CONSISTING OF (1) CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT UTILITIES REVENUE BONDS, SERIES 2025-1 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000 (THE “SERIES 2025-1 BONDS”), AND (2) CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TAXABLE UTILITIES REVENUE BONDS, SERIES 2025-2 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000 (THE “SERIES 2025-2 BONDS,” AND COLLECTIVELY WITH THE SERIES 2025-1 BONDS, THE “SERIES 2025 BONDS”), TO PAY THE COSTS OF IMPROVEMENTS TO THE UTILITY SYSTEM AND TO PAY RELATED COSTS AND THE COST OF REQUIRED DEPOSITS INTO THE SERIES 2025-1 COSTS OF ISSUANCE ACCOUNT AND THE SERIES 2025-2 COSTS OF ISSUANCE ACCOUNT, RESPECTIVELY, AND, IF NECESSARY, THE DEBT SERVICE RESERVE ACCOUNT; AUTHORIZING THE CHAIR, THE DISTRICT ADMINISTRATOR, A DEPUTY DISTRICT ADMINISTRATOR OR THE CHIEF FINANCIAL OFFICER (THE “DISTRICT OFFICIALS”) TO AWARD THE SALE OF THE SERIES 2025 BONDS ON A NEGOTIATED BASIS; APPROVING THE FORM AND CONTENT OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT WITH RESPECT TO THE SALE OF SERIES 2025 BONDS, INCLUDING THE FORM OF AN “UNOFFICIAL COMPOSITE TRUST INDENTURE FOR UTILITY REVENUE BONDS” TO BE INCLUDED THEREIN; APPROVING THE FORM OF AND

AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2025 BONDS; APPOINTING A DISCLOSURE DISSEMINATION AGENT AND APPROVING THE FORM AND CONTENT OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT RELATING TO THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF (i) A TWENTY-FIFTH SUPPLEMENTAL TRUST INDENTURE PROVIDING FOR THE ISSUANCE OF THE SERIES 2025-1 BONDS AND OTHER MATTERS RELATED THERETO, AND A TWENTY-SIXTH SUPPLEMENTAL TRUST INDENTURE PROVIDING FOR THE ISSUANCE OF THE SERIES 2025-2 BONDS AND OTHER MATTERS RELATED THERETO; AUTHORIZING THE OBTAINING AND ACCEPTANCE OF ONE OR MORE COMMITMENTS FOR THE ISSUANCE OF POLICIES OF BOND INSURANCE; AUTHORIZING DISTRICT OFFICIALS TO DO ALL ACTS NECESSARY AND PROPER FOR CARRYING OUT THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE

**9. OTHER BUSINESS**

**10. 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) 828-3548 or via email ([DistrictClerk@oversightdistrict.org](mailto:DistrictClerk@oversightdistrict.org)), no less than one business day (i.e. Monday through Friday, excluding legal holidays) in advance of the applicable meeting to ensure that the District has sufficient time to accommodate the request





# **Central Florida Tourism Oversight District**

## **Board of Supervisors Meeting**

### **FINAL BUDGET HEARING MEETING MINUTES**

September 26, 2025

On Friday, September 26, 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

Vice-Chairman Brian Aungst Jr.

Supervisor John Gilbert

Supervisor Scott Workman

#### **Via Virtual:**

Supervisor Bridget Ziegler

#### **CFTOD Staff:**

District Administrator S.C. Kopelousos

Deputy District Administrator Mike Crikis

Chief Financial Officer Susan Higginbotham

Fire Chief Eric Ferrari

District Attorney Roy Payne

Director of Security and Emergency Management Tanya Naylor

#### **1. Call to Order**

Chair Yarbrough called the meeting to order at 5:31 p.m. at the Administration Office of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

#### **2. Opening Invocation**

An invocation and message were delivered by Fire Chaplains Rick Spencer and Billy Dover

#### **3. Pledge of Allegiance**

The 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**

There were no changes or objections under the consent agenda.

Vice-Chairman Aungst moved to approve the Consent Agenda, which 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 Management Report**

The District Administrator gave an update on the Bronson Solar project, which launched on September 16.

## **7. GENERAL BUSINESS**

### **7.1 Approve contract #C006919 for bus services with the Central Florida Regional Transportation Authority and authorize the District Administrator to execute the contract in the amount of \$1,656,888**

Planning & Engineering Manager Katherine Luetzow presented background information on Item 7.1 and recommended Board approval for the District Administrator to execute Contract #C006919 for bus services with Central Florida Regional Transportation Authority and authorize the District Administrator to execute the contract.

**Upon motion by Vice-Chairman Aungst, seconded by Supervisor Gilbert.**

**Vice-Chairman Aungst posed a question about awarding an annual contract. Ms. Luetzow responded that the contract aligns with Transportation Authority's annual budget and that the Transportation Authority also changes the bus routes annually.**

**No further questions were asked. The Board unanimously approved Item 7.1.**

### **7.2 Approve a one-year Astro25 service and radio maintenance contract with Motorola Solutions, Inc. in the amount of \$537,139**

Chief Ferrari presented background information and scope on Item 7.2 and recommended Board approval for the District Administrator to execute a one-year service maintenance contract with Motorola Solutions, Inc for the District's Motorola P25 Radio System.

**Upon motion by Vice-Chairman Aungst, seconded by supervisor Workman.**

**Vice-Chairman Aungst posed a question about awarding an annual contract. Chief Ferrari responded that the scope of the next agreement can change year to year as the system equipment changes.**

Supervisor Workman posed a question regarding other entities using the towers. Chief Ferrari responded that Orange County public safety is co-located on one of the towers we own.

No further questions were asked. The board unanimously approved 7.2.

**7.3 Approve the purchase of a Sutphen heavy-duty 100' mid-mount aerial ladder truck through the local dealer, South Florida Emergency Vehicles, and authorize the District Administrator to execute the purchase documents in the amount of \$2,287,610**

Chief Ferrari presented background information and scope on Item 7.3 and recommended Board approval for the District administrator to execute the purchase of a Sutphen heavy-duty 100' mid-mount aerial ladder truck through the local dealer, South Florida Emergency Vehicles.

Chair Yarbrough posed a question about the lead time to purchase new trucks and the District's ability to amend our order. Chief Ferrari responded with a brief explanation of the timeline and explained we can adjust the design up to a year from the start of production. Then, the final design is used to start production.

Chair Yarbrough asked if there were any other questions or concerns. There was no further Board discussion. Upon motion by Vice-Chairman Aungst, seconded by Supervisor Workman, the Board unanimously approved Item 7.3

**7.4 Approve award of a three-year contract for maintenance, repair, startup, and standby services for all District-owned escalators and elevators to SW Elevators, LLC and authorize the District Administrator to execute the contract not to exceed \$4,500,000**

Parking Operations Manager, John Addy presented background information on Item 7.4 and recommended Board approval for the District Administrator to execute a three-year contract for maintenance, repair, startup, and stand-by services for all District-owned escalators and elevators to SW Elevator, LLC.

There was no Board discussion. Upon motion by Vice-Chairman Aungst, seconded by Supervisor Gilbert, the Board unanimously approved Item 7.4

## **8. PUBLIC HEARING**

Second Reading to the Amended CFTOD Comprehensive Plan

### **8.1 Ordinance/Resolution No. 674;**

**AN ORDINANCE/RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, PROVIDING AMENDMENTS TO THE DISTRICT'S CURRENT COMPREHENSIVE PLAN INCLUDING AMENDMENTS TO THE FUTURE LAND USE MAP, THE FUTURE LAND USE ELEMENT, THE**

**TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE  
INFRASTRUCTURE ELEMENT, THE CONSERVATION ELEMENT, THE  
RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL  
COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, AS  
WELL AS THE CREATION OF A PROPERTY RIGHTS ELEMENT; BY ADOPTING  
THE COMPREHENSIVE PLAN 2045; PROVIDING SEVERABILITY AND AN  
EFFECTIVE DATE**

Planning & Engineering Manager Katherine Luetzow provided a brief presentation on the 2045 Comprehensive Plan, noting that this meeting represents the culmination of many months of hard work. She reminded the Board that the item previously received Board approval in June 2025, followed by City approval in July 2025.

Following those approvals, the Comprehensive Plan was submitted to the State for full review. Ms. Luetzow was pleased to report that the 2045 Comprehensive Plan was returned with zero comments from the State.

She expressed appreciation for her team's dedication, specifically recognizing Senior Planner Lee Pulham and the Planning & Engineering staff for their efforts throughout the process. Ms. Luetzow confirmed that no changes have been made to the Comprehensive Plan since its prior approval. With this second reading, the Planning & Engineering team is requesting final adoption of the 2045 Comprehensive Plan by the Board.

District Counsel Roy Payne read Ordinance/Resolution No. 674 in its entirety.

Chair Yarbrough asked the Board if there were any comments. There were none. Chair Yarbrough thanked Katherine and her team for all their hard work. With no other comments presented, a Motion was made by Vice Chairman Aungst, seconded by Supervisor Gilbert.

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

**Vice-Chairman Aungst – Yes**

**Supervisor Zeigler -Yes**

**Supervisor Workman – Yes**

**Chair Yarbrough – Yes**

**Supervisor Gilbert – Yes**

**Motion was unanimously approved by the Board.**

**FY 2026 Final Millage & Final Budget Presentation**

**8.2 Approving Final Millage Rate - Resolution No. 678,**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT  
DISTRICT ADOPTING THE FINAL MILLAGE RATE FOR THE LEVYING OF AD**

**VALOREM TAXES FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE  
DATE**

Chief Financial Officer Susan Higginbotham gave a brief presentation. It was reported there were no changes made since the tentative approval on September 12<sup>th</sup>.

Susan Higginbotham read Resolution No. 678 in its entirety, followed by District Counsel Roy Payne's approval of the reading.

Chair Yarbrough asked for public comment. There were none. Chair Yarbrough asked the Board if there were any comments. The Board had no comments. The Motion to approve was made by Vice-Chairman Aungst, seconded by Supervisor Gilbert.

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

**Chair Yarbrough – Yes**

**Vice-Chairman Aungst – Yes**

**Supervisor Workman – Yes**

**Supervisor Zeigler -Yes**

**Supervisor Gilbert – Yes**

**Motion was unanimously approved by the Board.**

**8.3 Approving Final Budget - Resolution No. 679,**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT  
DISTRICT ADOPTING A FINAL BUDGET FOR FISCAL YEAR 2026; AND  
PROVIDING AN EFFECTIVE DATE**

Chief Financial Officer Susan Higginbotham read Resolution No. 679 in its entirety, followed by District Counsel Roy Payne's approval of the reading.

Chair Yarbrough asked for public comment. There were none. Chair Yarbrough asked the Board if there were any comments. The Board had no comments. The Motion to approve was made by Vice-Chairman Aungst, seconded by Supervisor Workman.

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

**Supervisor Zeigler -Yes**

**Vice-Chairman Aungst – Yes**

**Supervisor Workman – Yes**

**Supervisor Gilbert – Yes**

**Chair Yarbrough – Yes**



**Motion was unanimously approved by the Board.**

**FY 2026 Final Utility Budget and Rate Presentation**

**8.4 Approving Final Rates for FY2026 – Resolution No. 680,**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT  
DISTRICT SETTING UTILITY RATES FOR FISCAL YEAR 2026; AND  
PROVIDING AN EFFECTIVE DATE**

Director of Utility Business Affairs, Jennifer Albritton, gave an update that no changes have been made since the tentative approval of the Utility budget. A brief overview presentation was given on the Utility rate recommendation and overall budget breakdown for Fiscal Year 2026. Jennifer asked if there were any questions and none were presented.

Ms. Albritton read Resolution No. 680 in its entirety, followed by District Counsel Roy Payne's approval of the reading.

Chair Yarbrough asked for public comment. There were none. Chair Yarbrough asked the Board if there were any comments. With none presented, Motion to approve was made by Vice Chairman Aungst, seconded by Supervisor Gilbert.

**There was no other Board discussion**

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

**Vice-Chairman Aungst – Yes**

**Supervisor Gilbert – Yes**

**Supervisor Workman – Yes**

**Supervisor Zeigler -Yes**

**Chair Yarbrough – Yes**

**Motion was unanimously approved by the Board.**

**8.5 Approving Final Utility Budget - Resolution No. 681,**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT  
DISTRICT ADOPTING A FINAL UTILITY BUDGET FOR FISCAL YEAR 2026;  
AND PROVIDING AN EFFECTIVE DATE**

Ms. Albritton read Resolution No. 681 in its entirety, followed by District Counsel Roy Payne's approval of the reading.

Chair Yarbrough asked for public comment. There were none. Chair Yarbrough asked the Board if there were any comments. With none presented, Motion to approve was made by Vice Chairman Aungst, seconded by Supervisor Workman

**There was no other Board discussion or comment.**

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

**Supervisor Zeigler -Yes**

**Supervisor Workman – Yes**

**Supervisor Gilbert – Yes**

**Vice-Chairman Aungst – Yes**

**Chair Yarbrough – Yes**

**Motion was unanimously approved by the Board.**

## **9. OTHER BUSINESS**

## **10. ADJOURN**

**Chair Yarbrough thanked all staff involved in the budget process and wished everyone safe travels home.**

**There being no further business to come before the board, the Chair Yarbrough adjourned the meeting at 5:58 p.m.**

ATTESTED THIS 24<sup>th</sup> day of October

---

Alexis Yarbrough, Chair of the Board of Supervisors  
Central Florida Tourism Oversight District

---

Alycia M Mills, District Clerk  
Central Florida Tourism Oversight District

---

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 5.2

---

Board Meeting Date: 10/24/2025

**Subject:** Non-Exclusive Temporary Easement w/Permanent Easement – Vero Fiber Networks, LLC

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

**Department:** Public Works

---

**STAFF RECOMMENDATION** (Motion Ready): Approve **Agenda Item #5.2** Non-exclusive Temporary Easement with Permanent Easement to Vero Fiber Networks, LLC for underground communication lines and facilities

---

**DISTRICT’S RELEVANT STRATEGIC GOALS:** Quality of Place

---

**PROOF OF PUBLICATION:** N/A

---

**BACKGROUND:** Vero Fiber Networks, LLC is requesting permission to construct and install underground communication lines and appurtenant underground facilities within the portion of District property located along Hartzog Road, from near Avalon Rd. to the Southern jurisdiction line of the District. This installation will be connected to existing infrastructure that currently is present, adjacent to the District’s property. The temporary easement establishes the terms and conditions, with the permanent easement finalized 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 Vero Fiber Networks, LLC sole cost and expense.

**PROCUREMENT REVIEW:** N/A

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

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- 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 **VERO FIBER NETWORKS, LLC**, a Foreign Limited Liability Company, whose mailing address is Post Office Box 1110, Boulder, Colorado 80306 (“**Grantee**”).

### **WITNESSETH:**

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

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

**WHEREAS**, Grantor agrees to grant to Grantee this non-exclusive temporary easement and, upon termination of this Temporary Easement Agreement, to grant a permanent easement on, over, under and across the portions of the Easement Area where the Communications 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) **August 31, 2026**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Communication Lines;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary



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

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

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

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

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

|                |                                                                                                                                    |
|----------------|------------------------------------------------------------------------------------------------------------------------------------|
| If to Grantee: | Vero Fiber Networks, LLC<br>Post Office Box 1110<br>Boulder, Colorado 80306<br>Attn: Gregg Strumberger<br>Facsimile: (407)966-8901 |
|----------------|------------------------------------------------------------------------------------------------------------------------------------|

**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:

**VERO FIBER NETWORKS, LLC,**  
A Foreign Limited Liability Company

\_\_\_\_\_  
(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 **VERO FIBER NETWORKS, LLC**, a Foreign Limited Liability Company, on behalf of the company. He/She is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

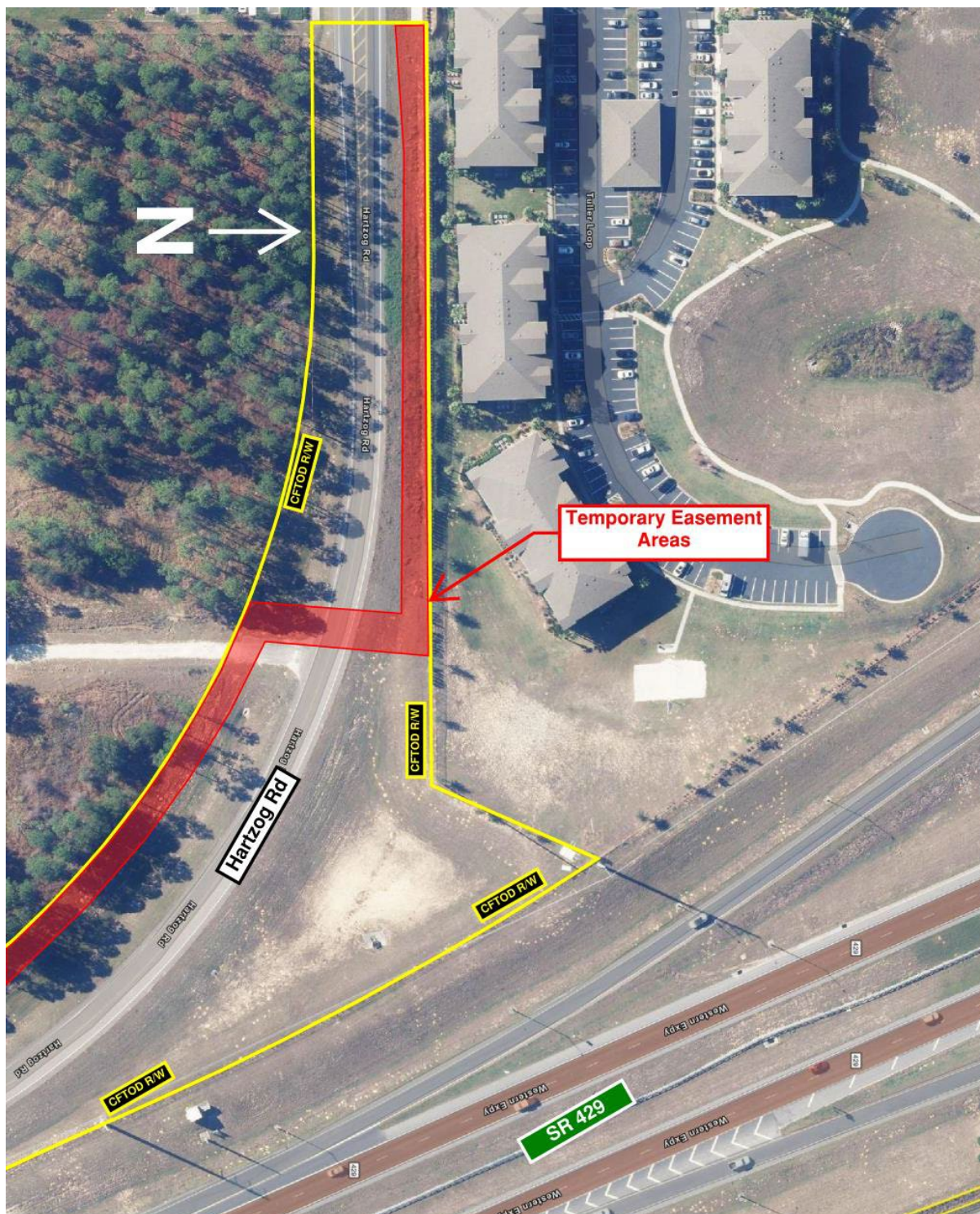
[Notary Seal]

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

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

**EXHIBIT "A"**

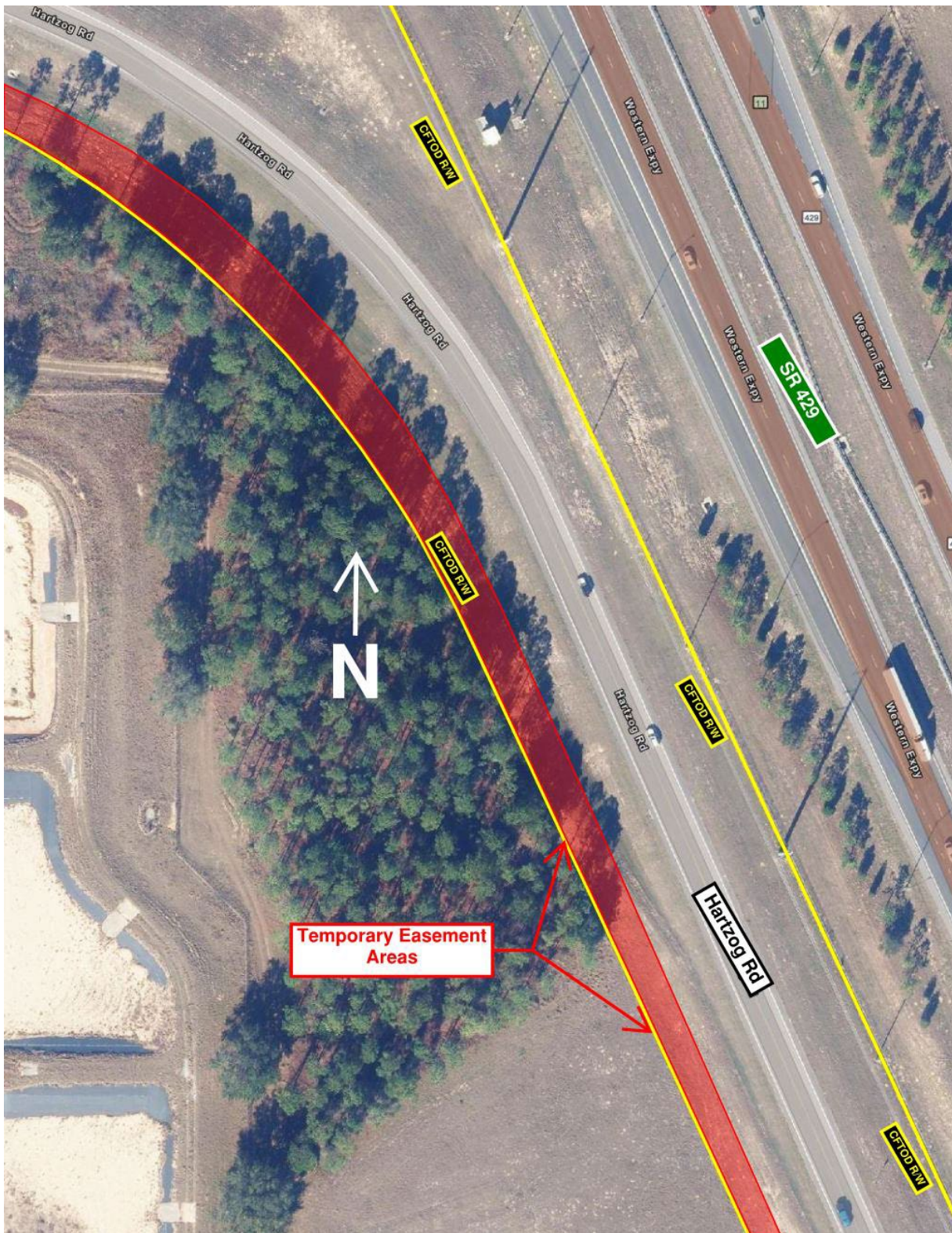
**Description of Temporary Easement Area (1 of 19)**





## EXHIBIT "A"

### Description of Temporary Easement Area (2 of 19)





## EXHIBIT "A"

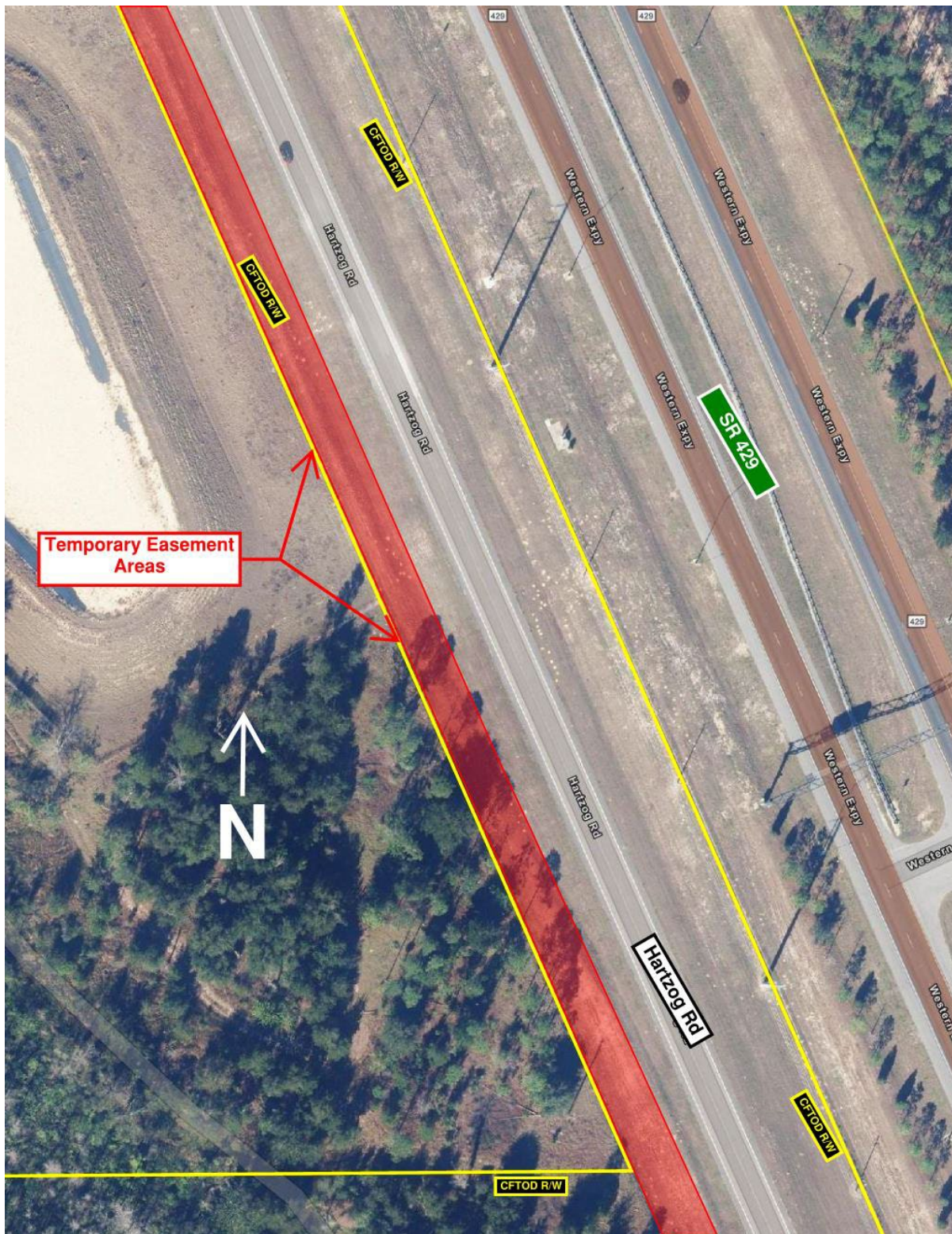
### Description of Temporary Easement Area (3 of 19)





## EXHIBIT "A"

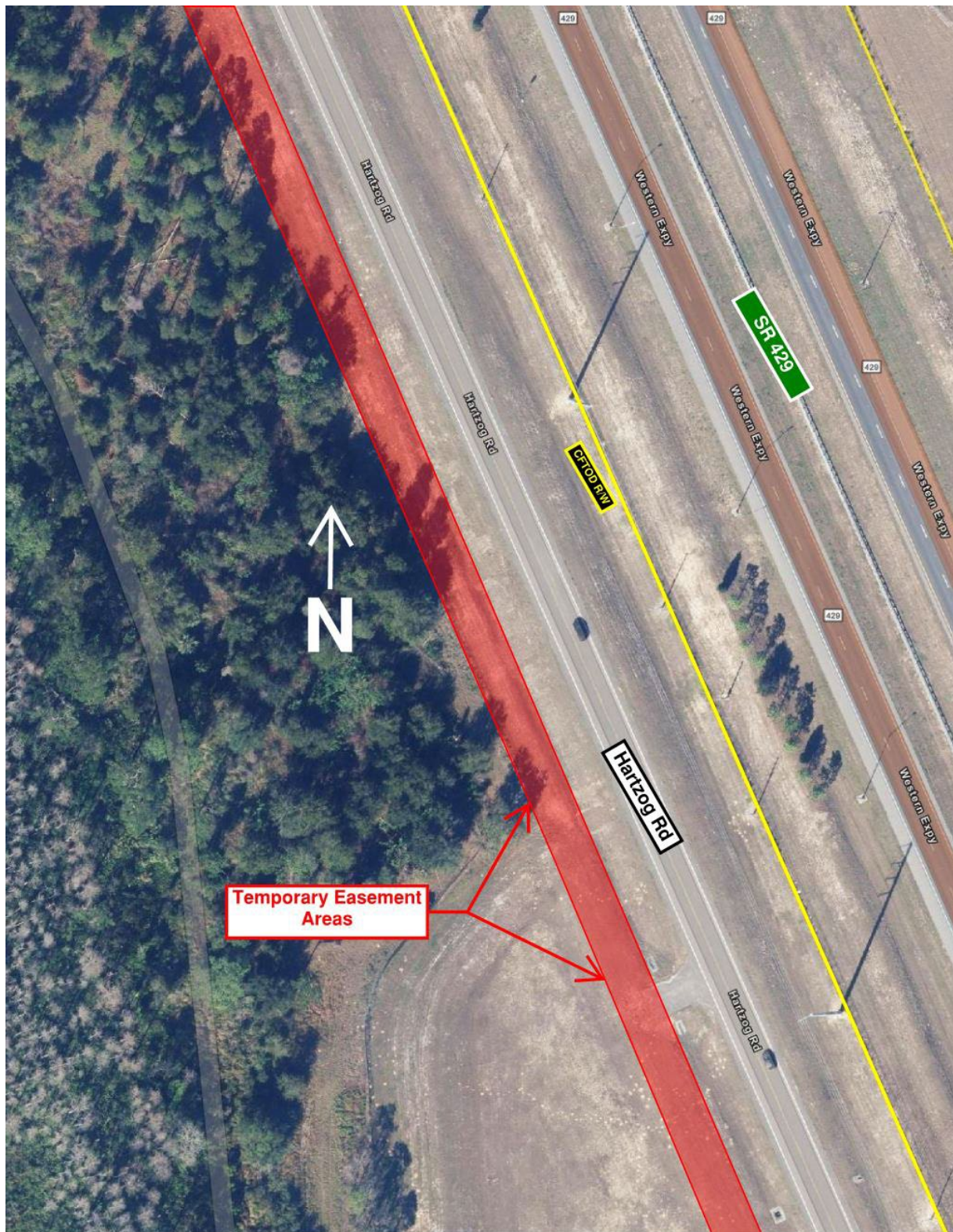
### Description of Temporary Easement Area (4 of 19)





**EXHIBIT "A"**

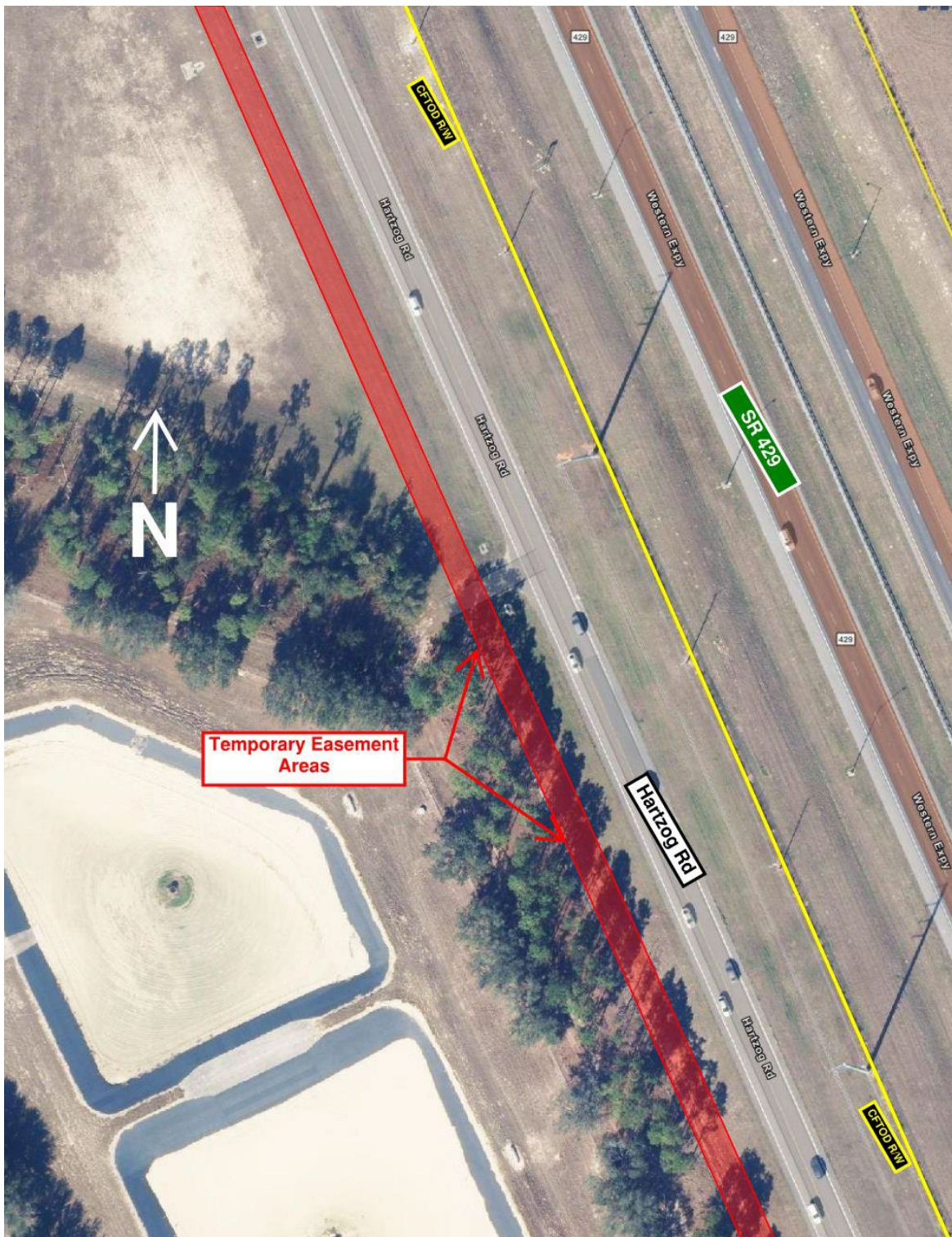
**Description of Temporary Easement Area (5 of 19)**





**EXHIBIT "A"**

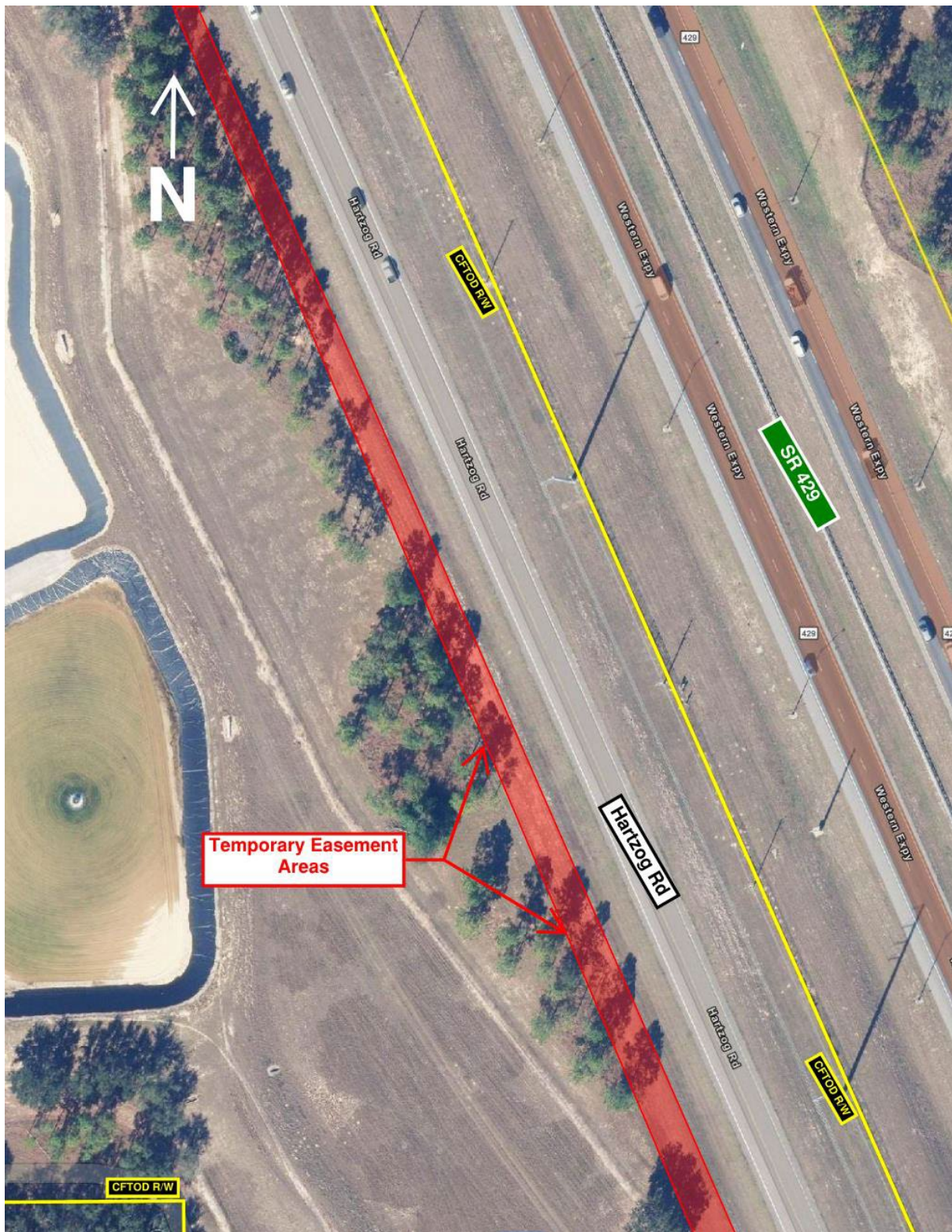
**Description of Temporary Easement Area (6 of 19)**





**EXHIBIT "A"**

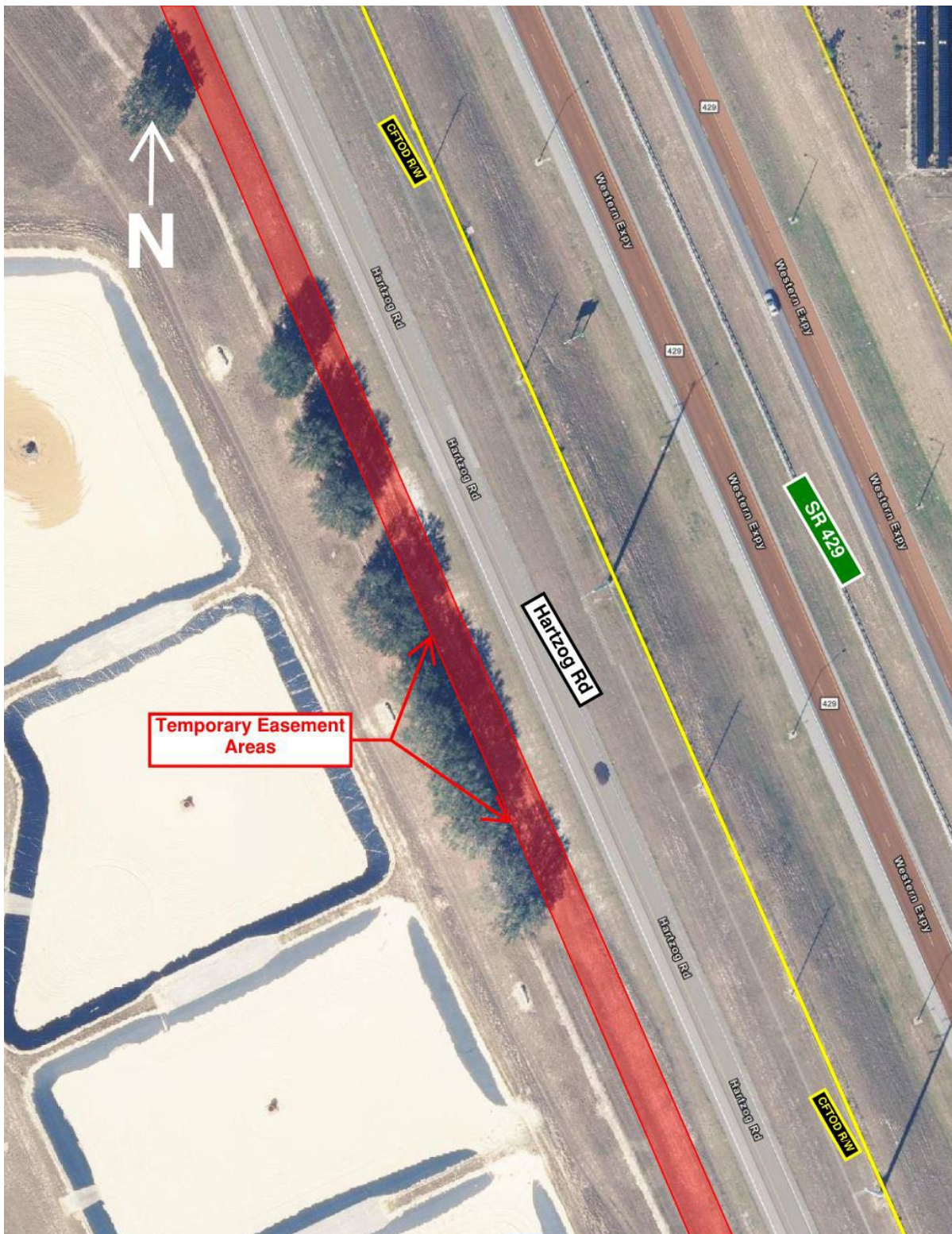
**Description of Temporary Easement Area (7 of 19)**





**EXHIBIT "A"**

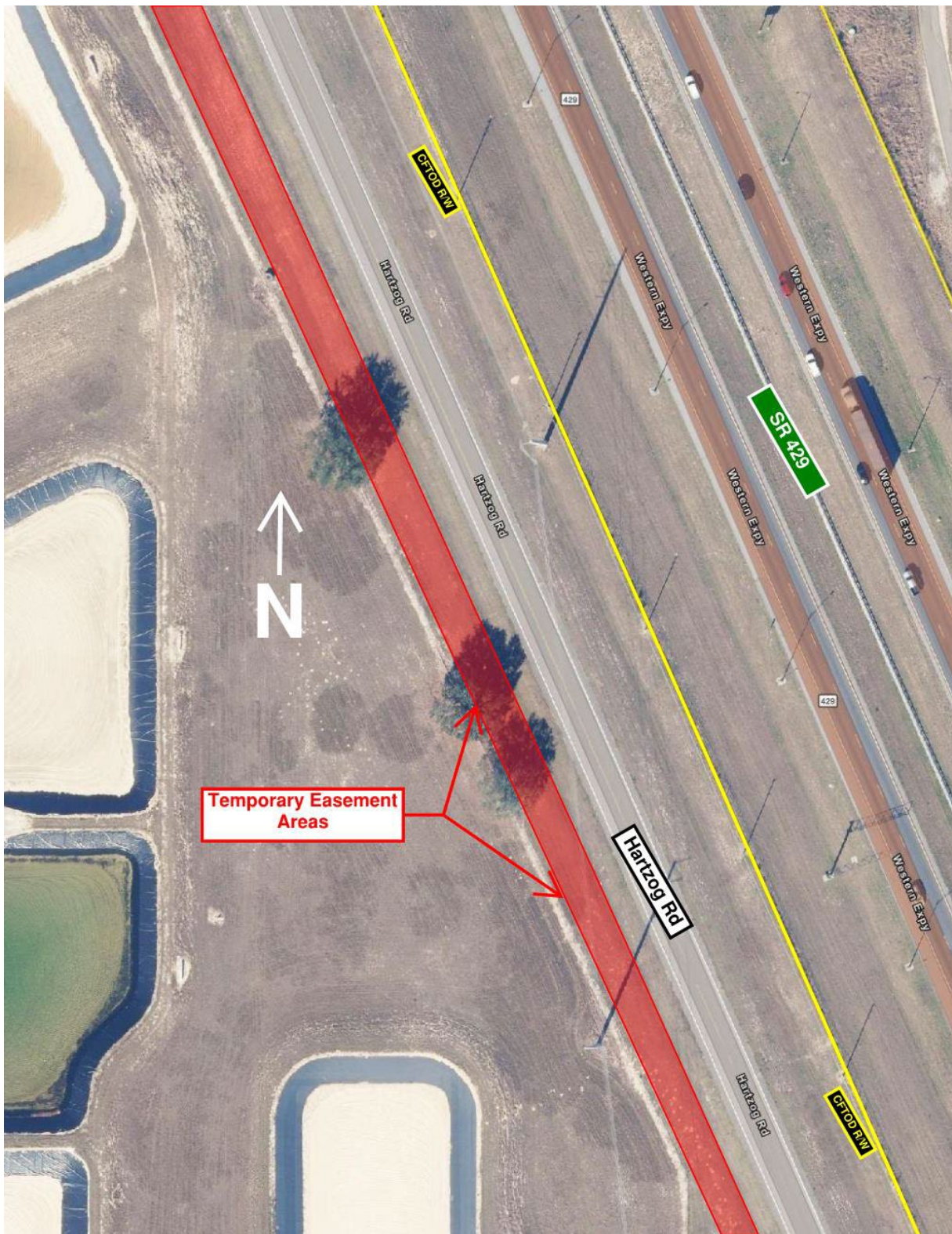
**Description of Temporary Easement Area (8 of 19)**





**EXHIBIT "A"**

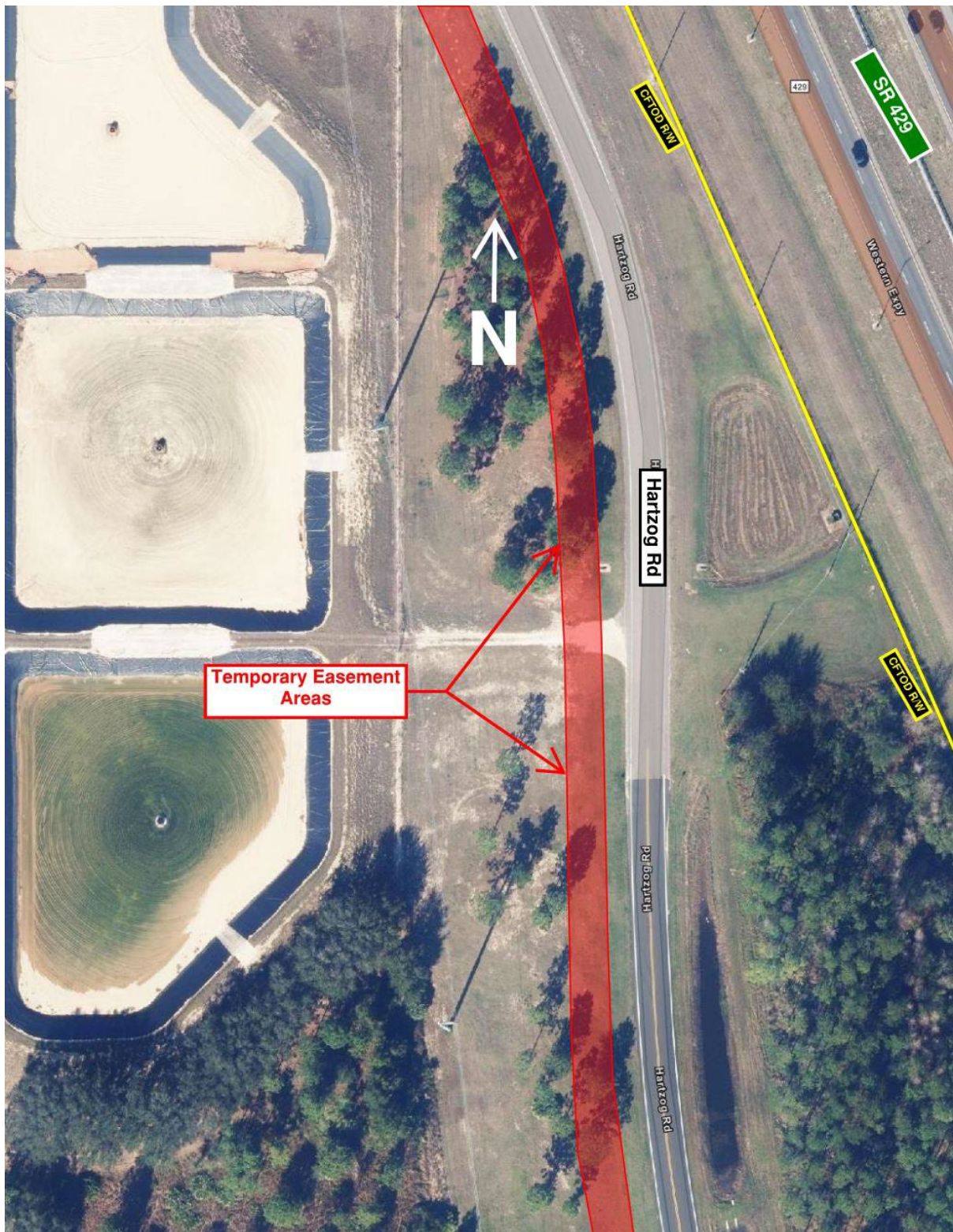
**Description of Temporary Easement Area (9 of 19)**





**EXHIBIT "A"**

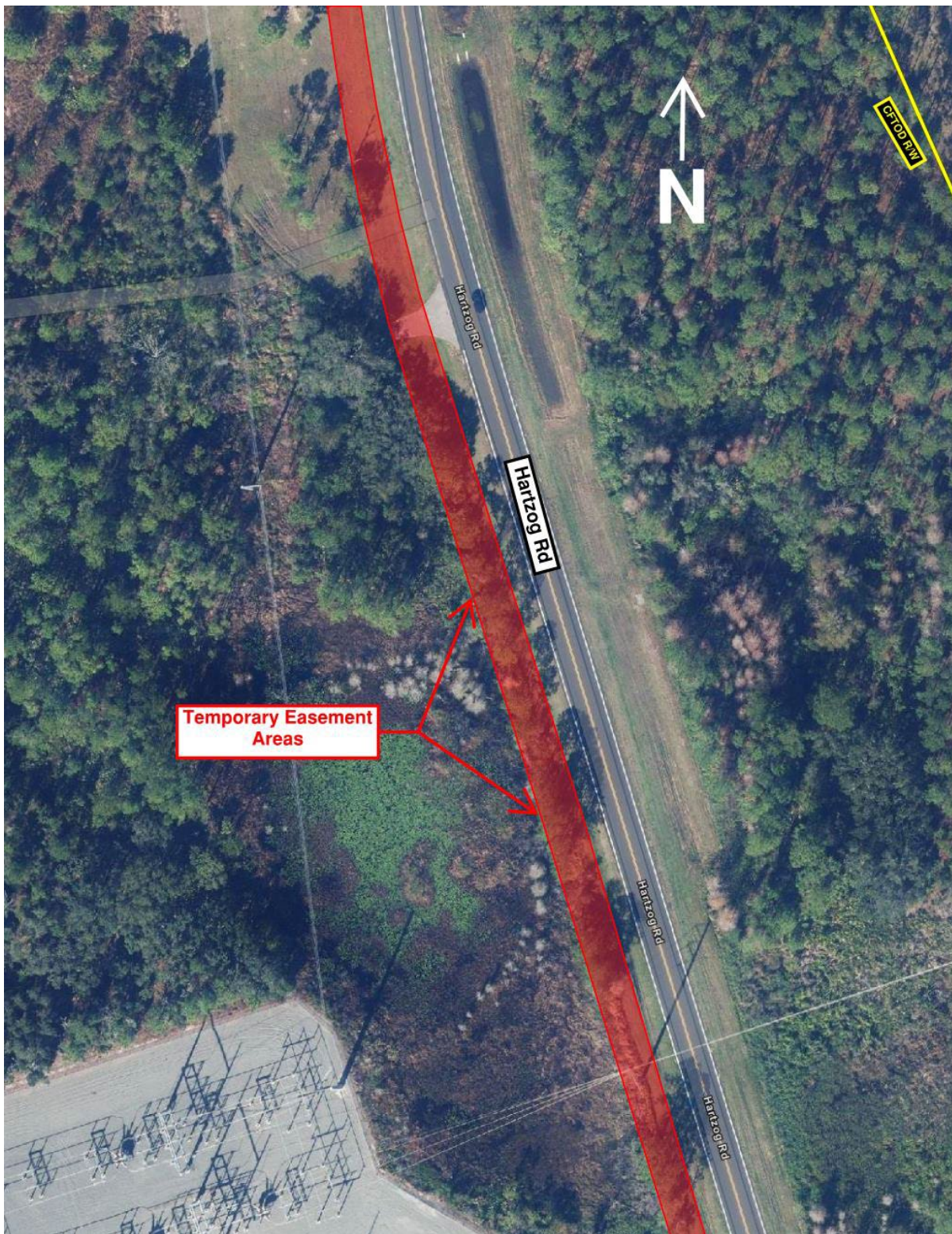
**Description of Temporary Easement Area (10 of 19)**





**EXHIBIT "A"**

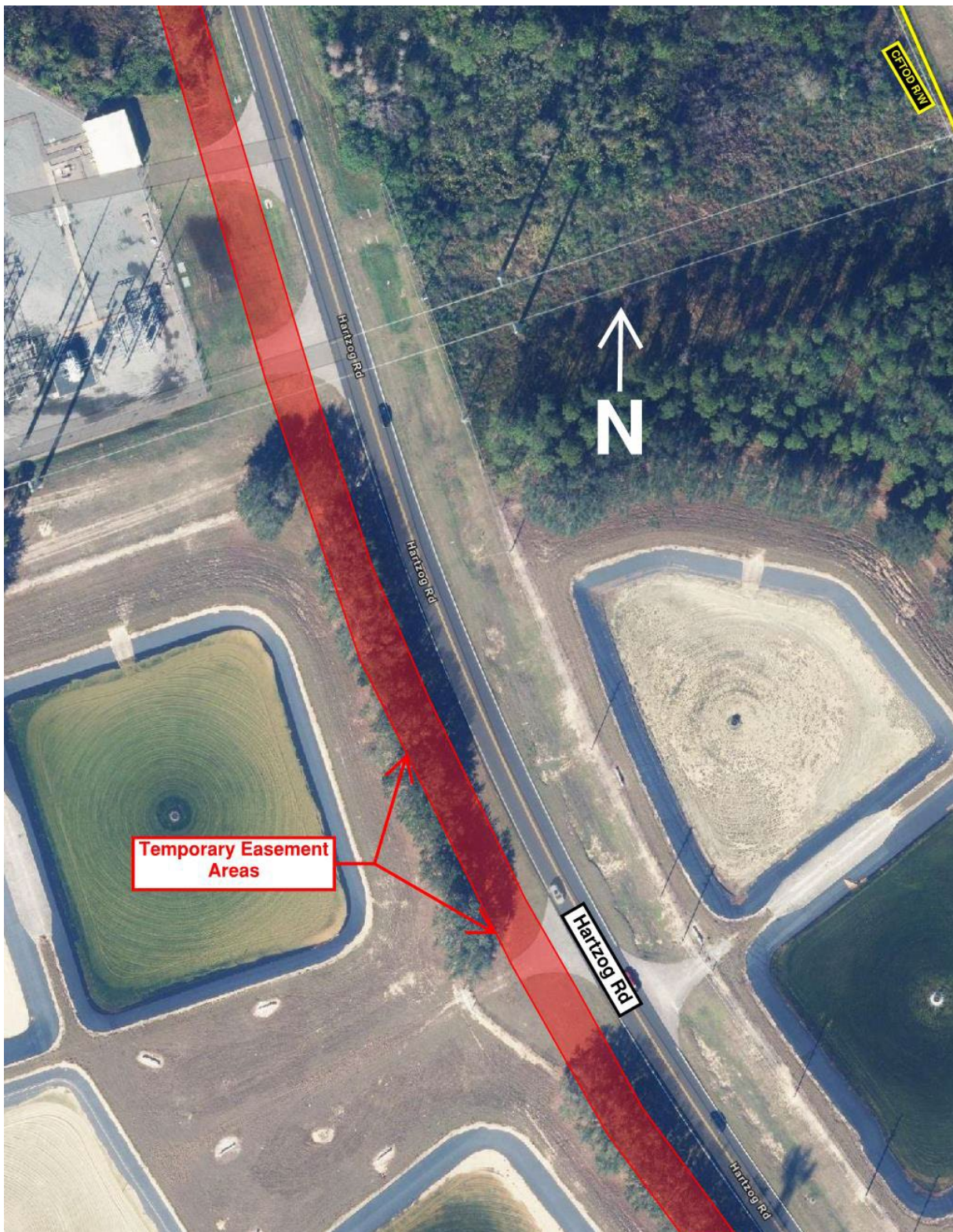
**Description of Temporary Easement Area (11 of 19)**





**EXHIBIT "A"**

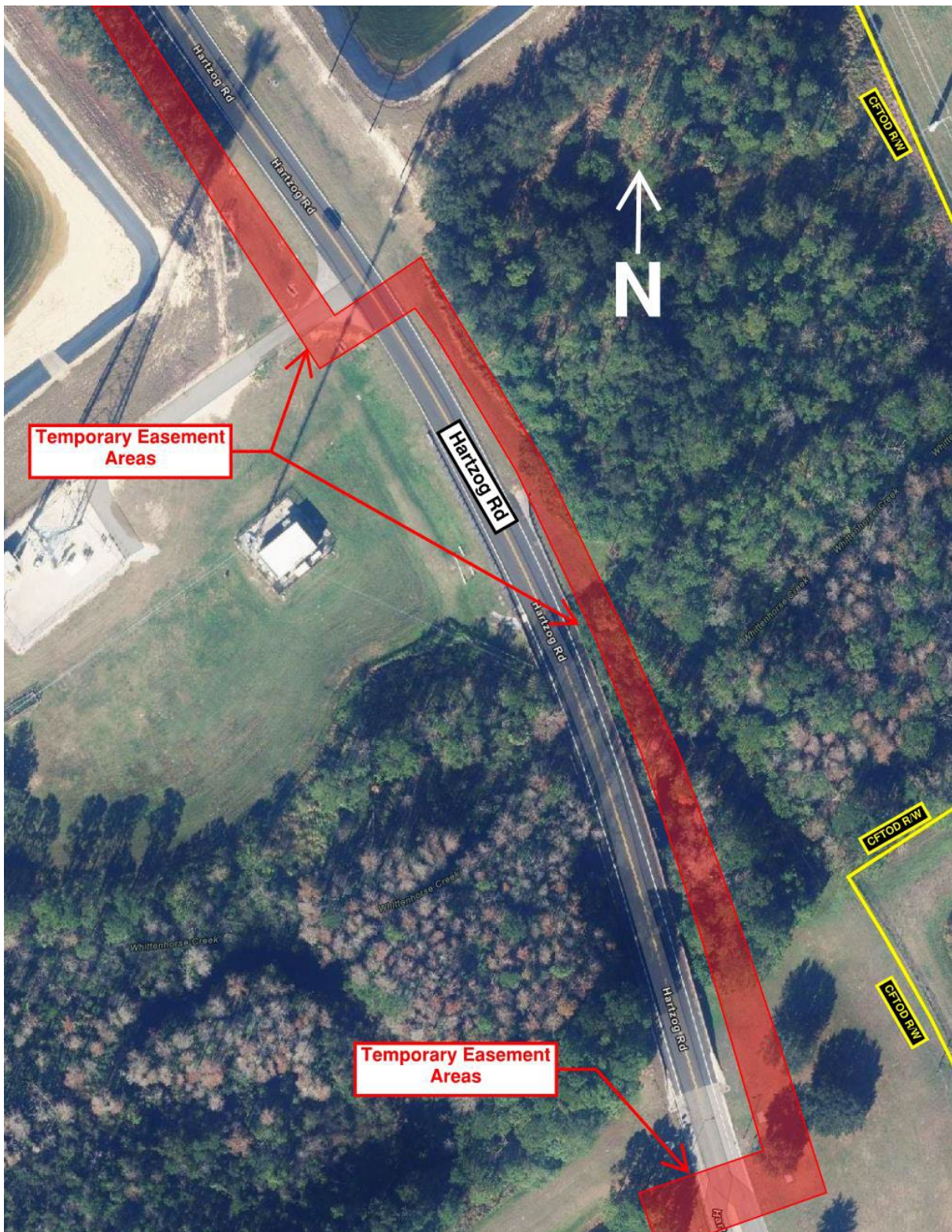
**Description of Temporary Easement Area (12 of 19)**





**EXHIBIT "A"**

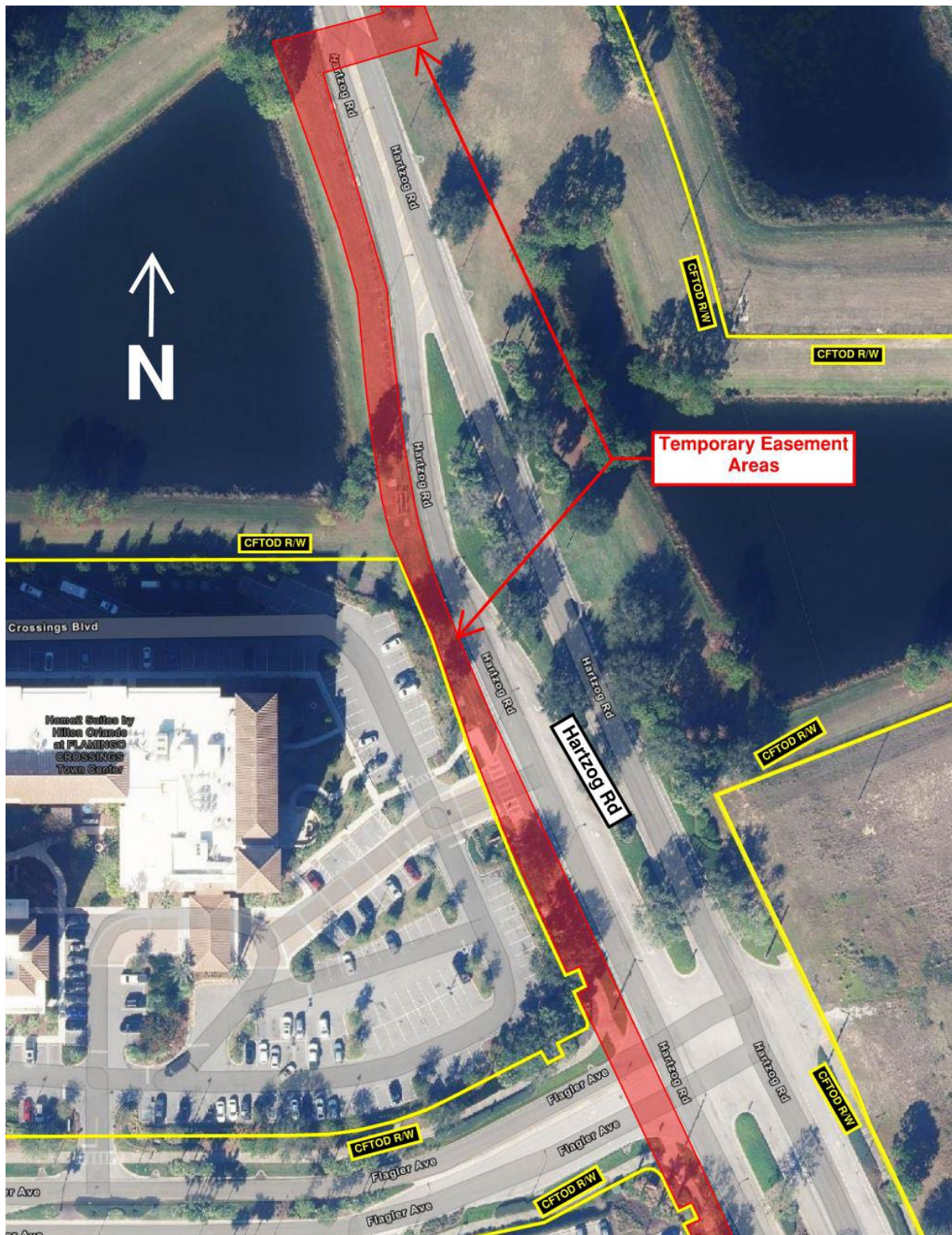
**Description of Temporary Easement Area (13 of 19)**





**EXHIBIT "A"**

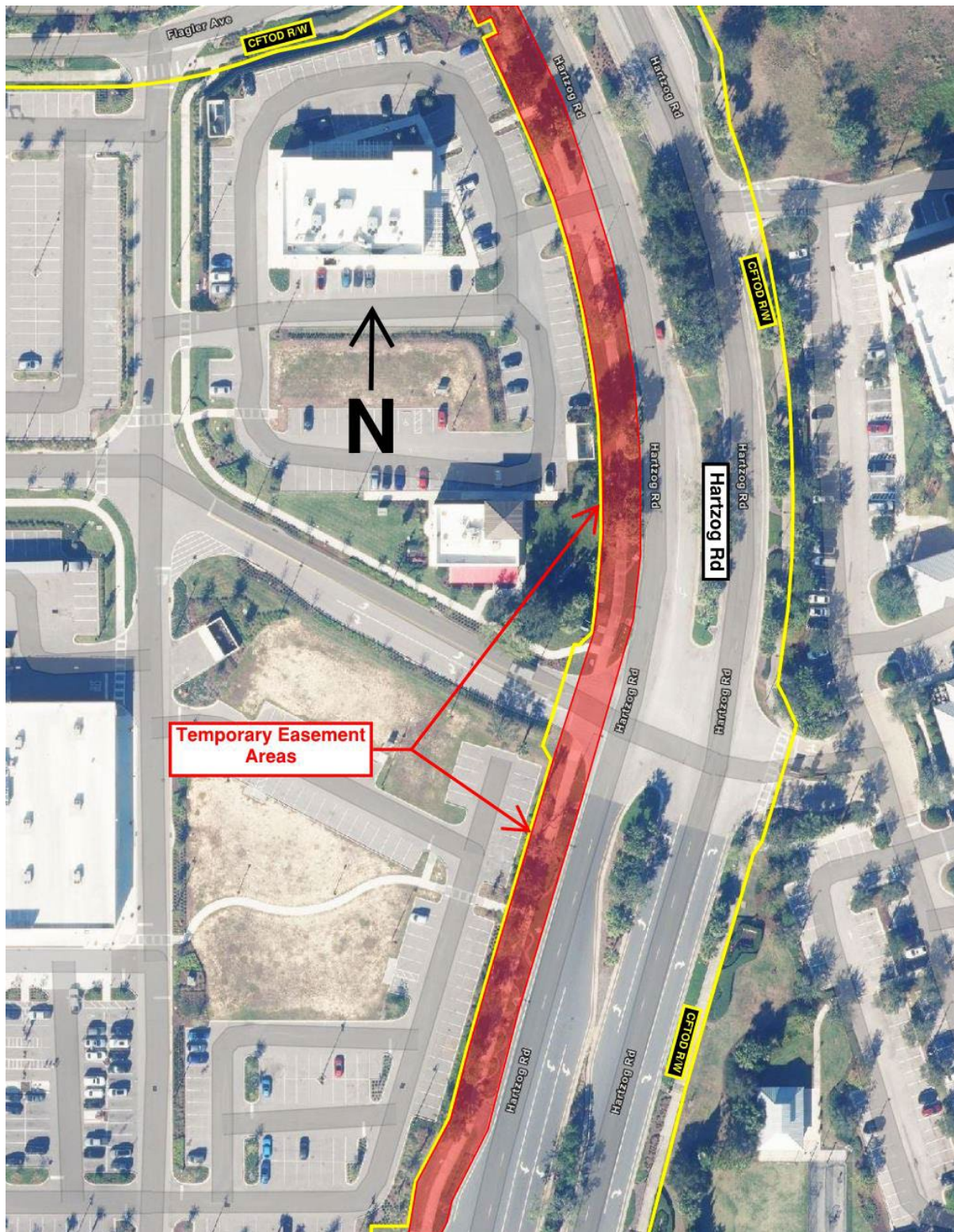
**Description of Temporary Easement Area (14 of 19)**





## EXHIBIT "A"

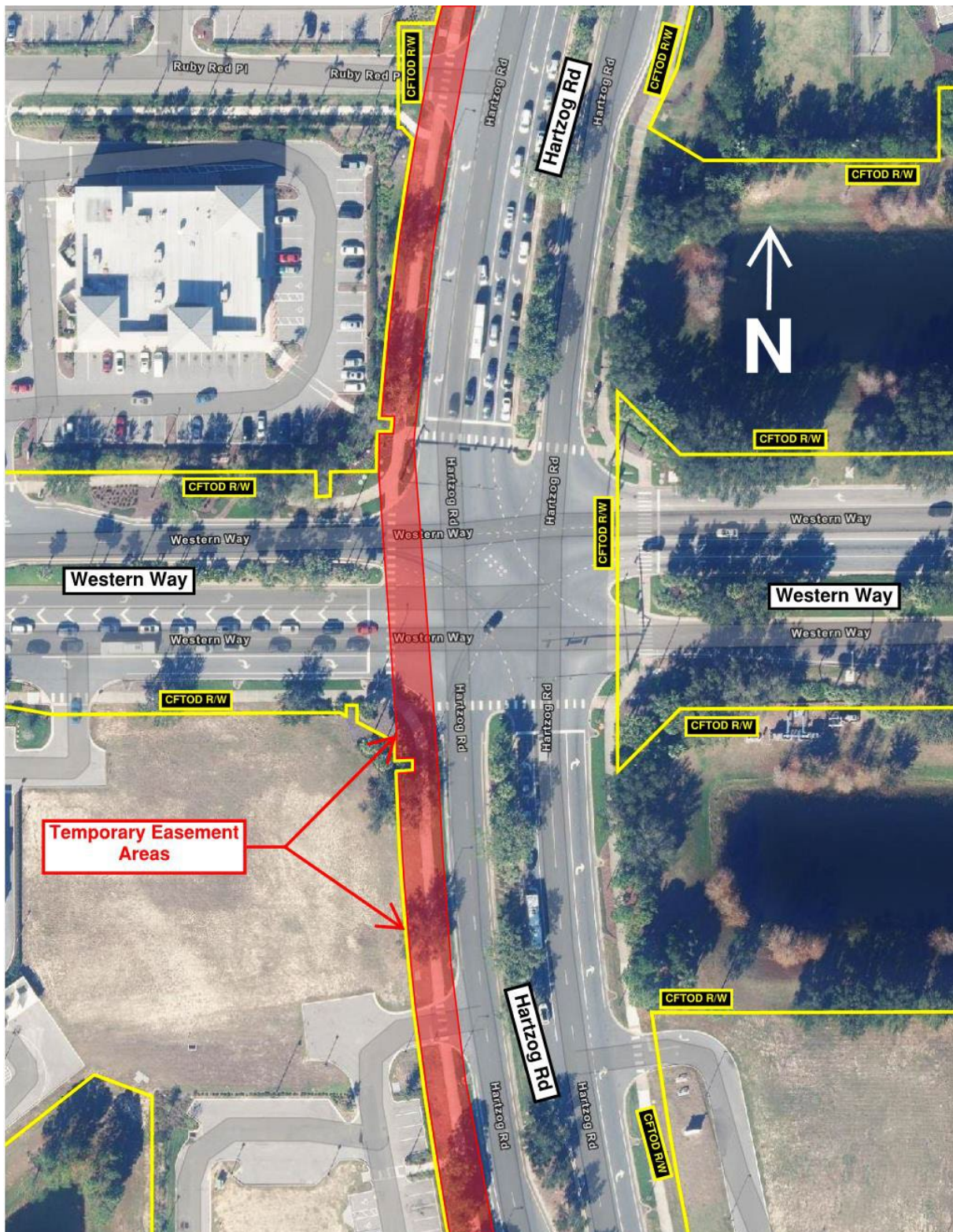
### Description of Temporary Easement Area (15 of 19)





**EXHIBIT "A"**

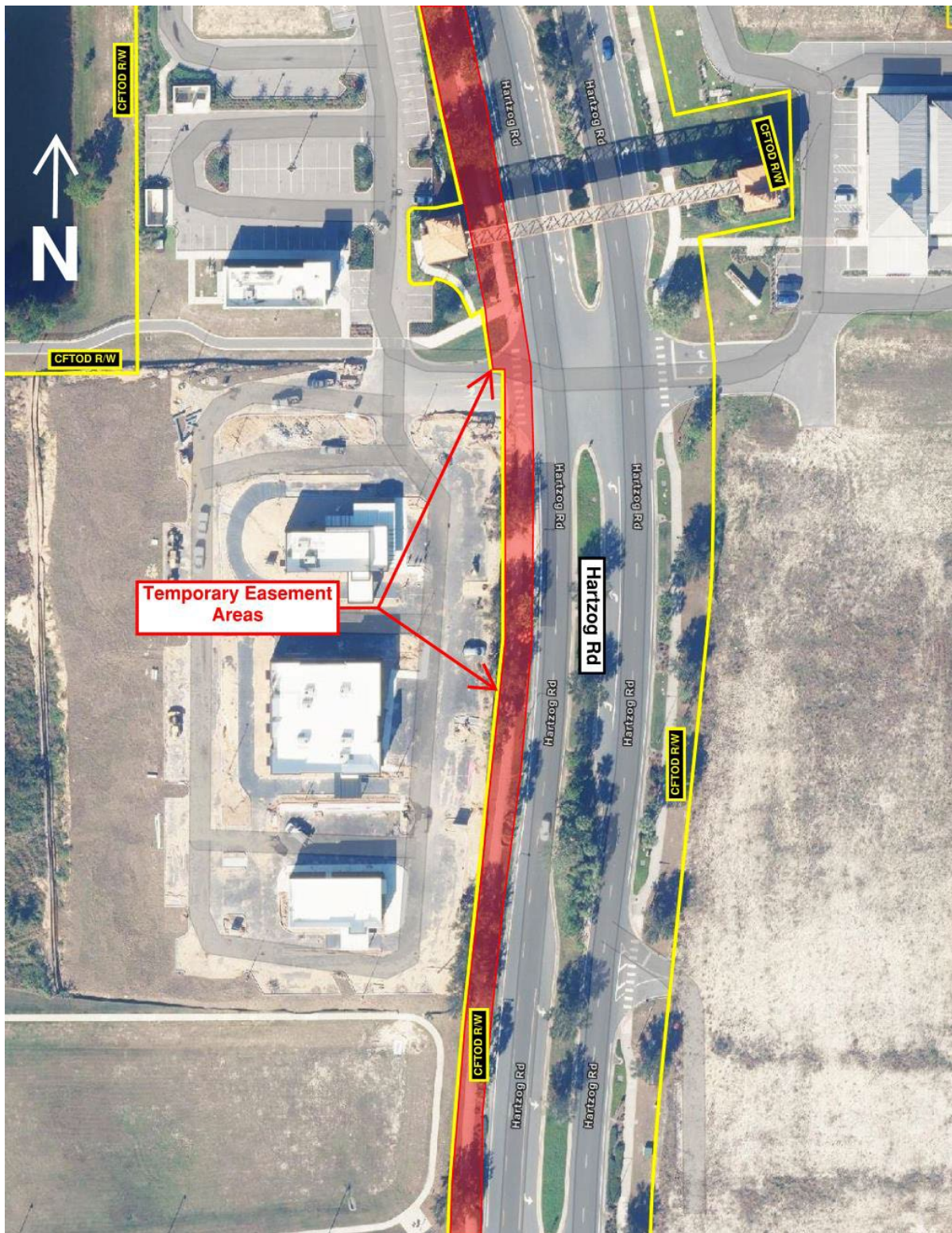
**Description of Temporary Easement Area (16 of 19)**





## EXHIBIT "A"

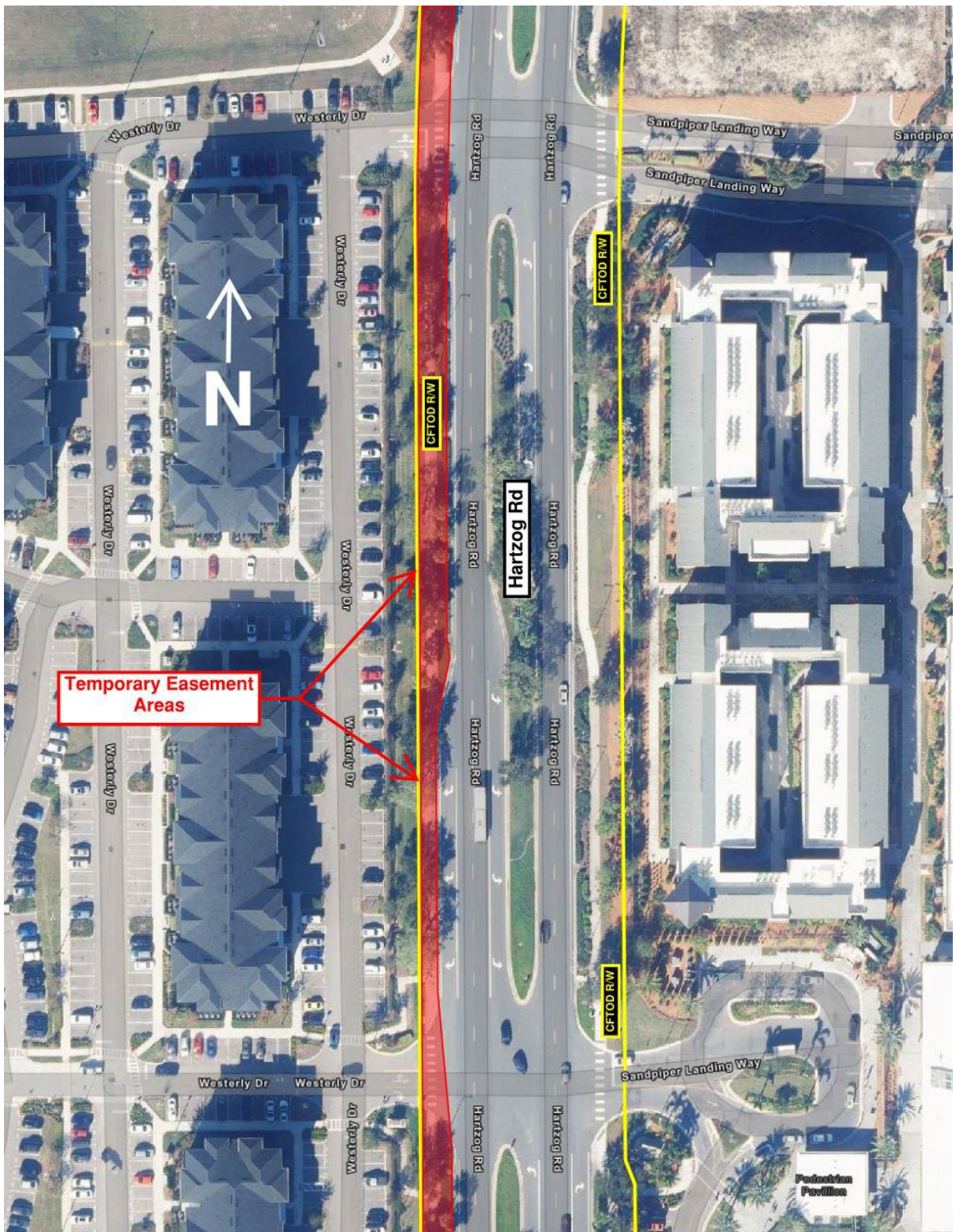
### Description of Temporary Easement Area (17 of 19)





**EXHIBIT "A"**

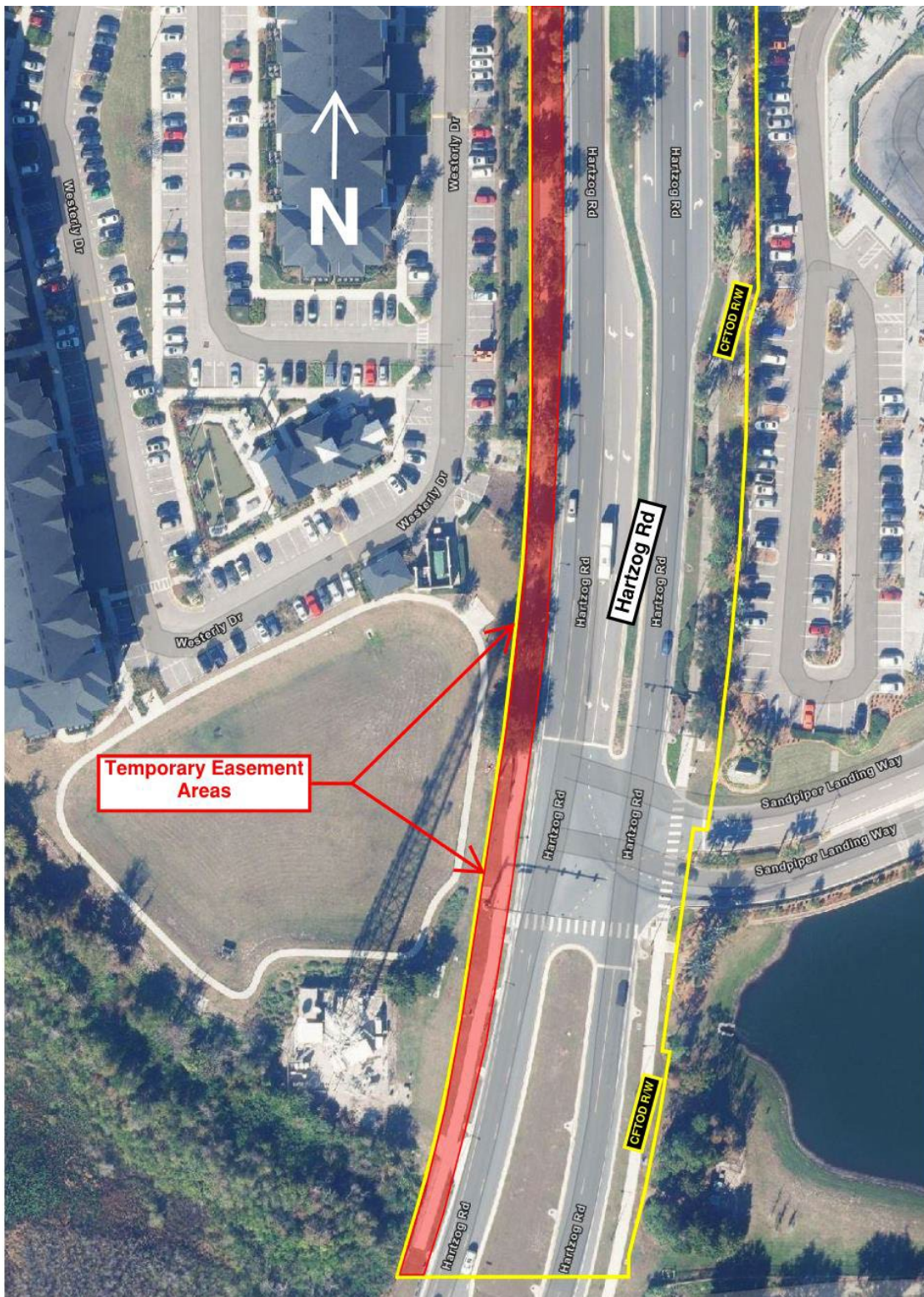
**Description of Temporary Easement Area (18 of 19)**





**EXHIBIT "A"**

**Description of Temporary Easement Area (19 of 19)**



**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 "Indemnites") 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 Indemnites 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 Indemnites, 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 \_\_\_\_\_, a \_\_\_\_\_, whose mailing address is \_\_\_\_\_ ("**Grantee**").

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

**WHEREAS**, Grantor is the fee owner of certain real property located in Osceola 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 the 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: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: ( \_\_ ) \_\_\_\_\_

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

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

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



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

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

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

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

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

[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:

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

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. 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: 10/24/2025

**Subject:** Non-exclusive Permanent Easement – Orange County

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

**Department:** Public Works

---

**STAFF RECOMMENDATION** (Motion Ready): Approve **Agenda Item #5.3** First Amendment to Non-exclusive Permanent Easement to Orange County for roadway improvements

---

**DISTRICT’S RELEVANT STRATEGIC GOALS:** Quality of Place

---

**PROOF OF PUBLICATION:** N/A

---

**BACKGROUND:** Orange County has an existing non-exclusive permanent easement covering their traffic signal and appurtenant equipment at the corner of Western Way and Avalon Road on District property. As part of the Flemings Road and Avalon Road improvements, modifications to Western Way will be included. Construction of the Western Way improvements will be carried out under a separate non-exclusive temporary construction easement (temporary only) with M.I. Holmes, who is the developer under which the construction is being carried out. With the improvements, new signal installation, cross walk installation and other associated roadway improvements are being constructed to serve the intersection of Western Way and Avalon Road which is under Orange County operation. These intersection improvements will be Orange County’s responsibility to maintain. As such, the existing non-exclusive permanent easement is being modified to cover the new improvements that are proposed.

**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 Orange County’s sole cost and expense.

**PROCUREMENT REVIEW:** N/A

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

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- First Amendment to Non-exclusive Permanent Easement.

Prepared By and Record and Return to:  
Central Florida Tourism Oversight District  
Post Office Box 690519  
Orlando, Florida 32869  
Attn: Planning & Engineering

**Property Appraiser's Parcel Identification Number:**  
a portion of 19-24-27-0000-00-020 and 19-24-27-0000-00-023

**Cross Reference:** Document No. 20200380942

**Project:** Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

**FIRST AMENDMENT TO NON-EXCLUSIVE PERMANENT EASEMENT  
AGREEMENT**

**THIS FIRST AMENDMENT TO NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT** (the “**First Amendment**”) is hereby made and executed as of the last date executed below (the “**Effective Date**”), by and among **Central Florida Tourism Oversight District**, a public corporation and public body corporate of the State of Florida, formerly known as the Reedy Creek Improvement District, whose address is: Post Office Box 690519, Orlando, Florida, 32869-0519, (“**Grantor**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“**Grantee**”).

**WITNESSETH:**

**WHEREAS**, Grantor and Grantee entered into that Non-Exclusive Permanent Easement Agreement, recorded on July 15, 2020 Official Records Document No. 20200380942, of the Public Records of Orange County, Florida (the “**Easement Agreement**”);

**WHEREAS**, Grantor and Grantee desire to amend the terms of the Easement Agreement to expand the definition of Facilities and to modify the Easement Area; and

**WHEREAS**, any term not otherwise defined herein shall have the meaning ascribed to it in the Easement Agreement.

**NOW, THEREFORE**, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant, stipulate and agree as follows:



1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Additional Easement Area.** The description of the Easement Area is hereby revised to include that certain real property being more particularly described in **Exhibit “A-1”** attached hereto and made a part hereof (the “**Additional Easement Area**”). From and after the Effective Date of this First Amendment, the term “Easement Area” shall mean all lands described in **Exhibit “A”** of the Easement Agreement plus those certain lands described in **Exhibit “A-1”** attached hereto.

3. **Permitted Use.** From and after the Effective Date of this First Amendment, the definition of Permitted Use under the Easement Agreement shall include roadway pavement, slope and fill, at grade pedestrian facilities with appurtenant equipment and conduits, stormwater drainage conveyance, aboveground and underground roadway lighting equipment, as well as aboveground and underground traffic signal equipment with appurtenant underground conduits and facilities.

4. **Effect; Conflicts.** Except as modified herein, all other terms and provisions of the Easement Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Easement Agreement, the provisions of this First Amendment shall control.

5. **Ratification.** Nothing contained in this First Amendment changes or diminishes the rights, purpose, effect, encumbrance or provisions of the Easement Agreement with respect to the Easement Area except as modified by this First Amendment, all other terms and provisions of the Easement Agreement are hereby ratified and confirmed and shall remain in full force and effect.

6. **Counterparts.** This First Amendment may be executed in any number of counterparts, and all of which taken together shall constitute one and the same agreement.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed.

**GRANTOR:**

WITNESSES TO GRANTOR:

**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

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

By: \_\_\_\_\_  
**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 \_\_\_\_\_, 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. Who is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

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

**GRANTEE:**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Jerry L. Demings  
Orange County Mayor

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

**ATTEST:**

Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

By:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name



## EXHIBIT "A-1"

### Additional Easement Area (1 of 2)

#### SKETCH OF DESCRIPTION

(SIGNAL, CROSSWALK, SIDEWALK & DRAINAGE EASEMENT)

(PARCEL 8009)

SHEET 1 OF 2

Description: (Parcel 8009)

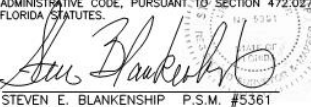
A portion of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida; thence North 00°22'56" East along the East line of the Southeast 1/4 of said Section 19, a distance of 1187.47 feet to a point lying 150.00 feet South of the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 19; thence departing said East line run South 89°10'41" West parallel with said North line of the Southeast 1/4 of the Southeast 1/4, a distance of 934.65 feet to the POINT OF BEGINNING; thence continue S 89°10'41" W, 53.10 feet to the Easterly right of way line of County Road No. 545 (Avalon Road) a 66.00 foot wide right of way as described in Deed Book 402, Page 353 and Deed Book 402, Page 312, Public Records of Orange County, Florida; thence N 19°26'28" E along said Easterly right of way line, 242.28 feet to the North line of property described in Instrument No. 20190265355, Public Records of Orange County, Florida; thence run along said North line the following two (2) courses: (1) S 40°50'52" E, 41.82 feet; (2) thence S 85°50'52" E, 13.99 feet; thence departing said North line run S 19°26'28" W, 206.86 feet to the POINT OF BEGINNING.

Containing 10980 square feet, 0.252 acres, more or less.

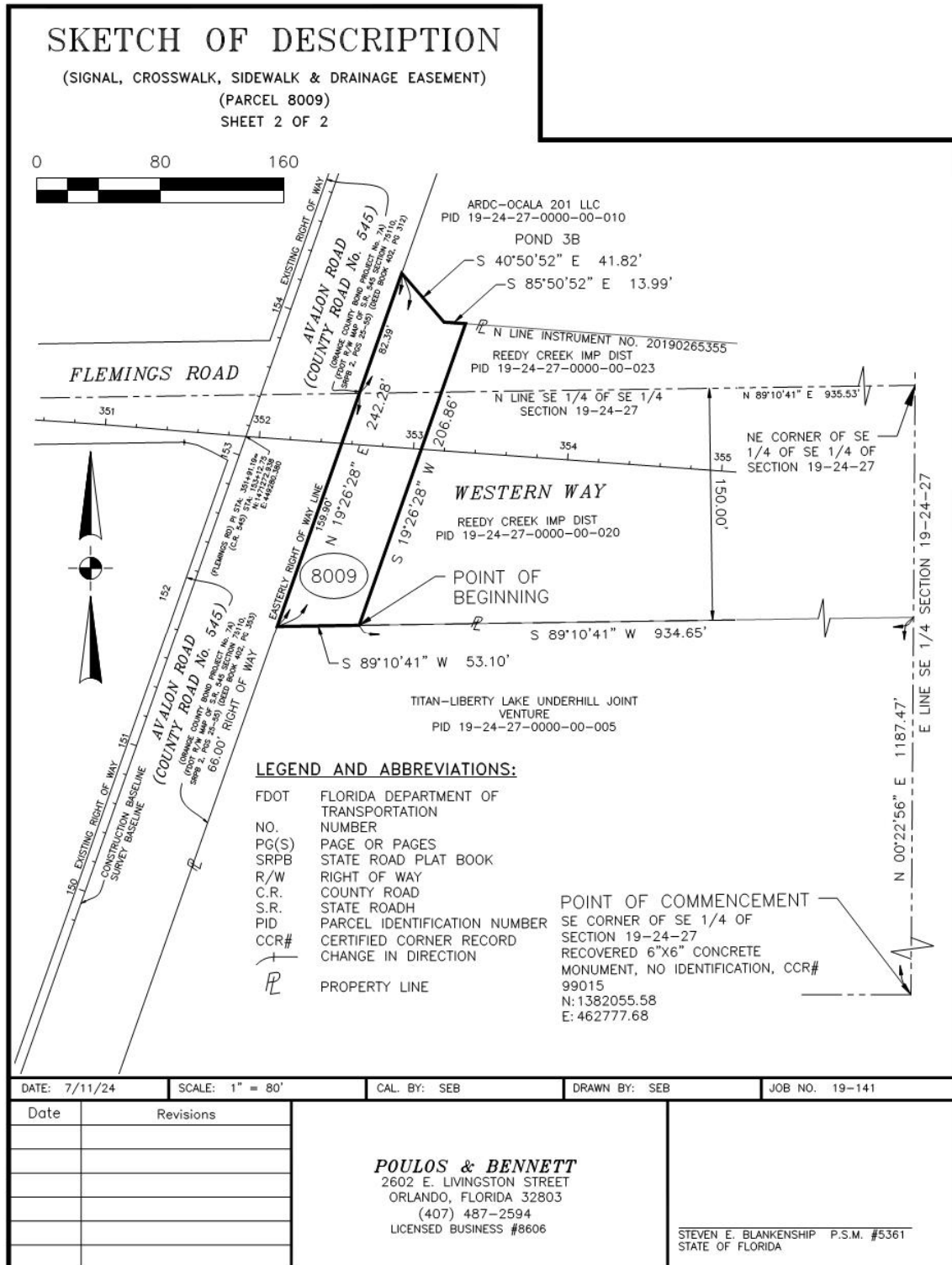
#### NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SE 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING N00°22'56"E A GRID BEARING BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD-83-2011 ADJUSTMENT). EAST ZONE. REFERENCED TO TO NGS CONTROL POINTS GIS 0250 ROY BARTH 3 (N:1472568.84, E:444846.56) AND E160 ROSE (N:1458423.76, E:450660.25).
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J-17.602(3).
3. DELINEATION OF LANDS SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.
4. THIS IS NOT A SURVEY.

|               |            |                                                                                                                                 |               |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------|------------|---------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DATE: 7/11/24 | SCALE: N/A | CAL. BY: SEB                                                                                                                    | DRAWN BY: SEB | JOB NO. 19-141                                                                                                                                                                                                                                                                                                                                                                                                                |
| Date          | Revisions  | <b>POULOS &amp; BENNETT</b><br>2602 E. LIVINGSTON STREET<br>ORLANDO, FLORIDA 32803<br>(407) 487-2594<br>LICENSED BUSINESS #8606 |               | <p>I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 65J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p>  <p>STEVEN E. BLANKENSHIP P.S.M. #5361<br/>STATE OF FLORIDA</p> |
|               |            |                                                                                                                                 |               |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|               |            |                                                                                                                                 |               |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|               |            |                                                                                                                                 |               |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|               |            |                                                                                                                                 |               |                                                                                                                                                                                                                                                                                                                                                                                                                               |

## EXHIBIT "A-1"

### Additional Easement Area (2 of 2)



# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 10/24/2025

**Subject:** C006223 Landscape Maintenance and Services Extension for District Properties

**Presented By:** Jessie Mack Burns, Horticulture Manager

**Department:** Facilities

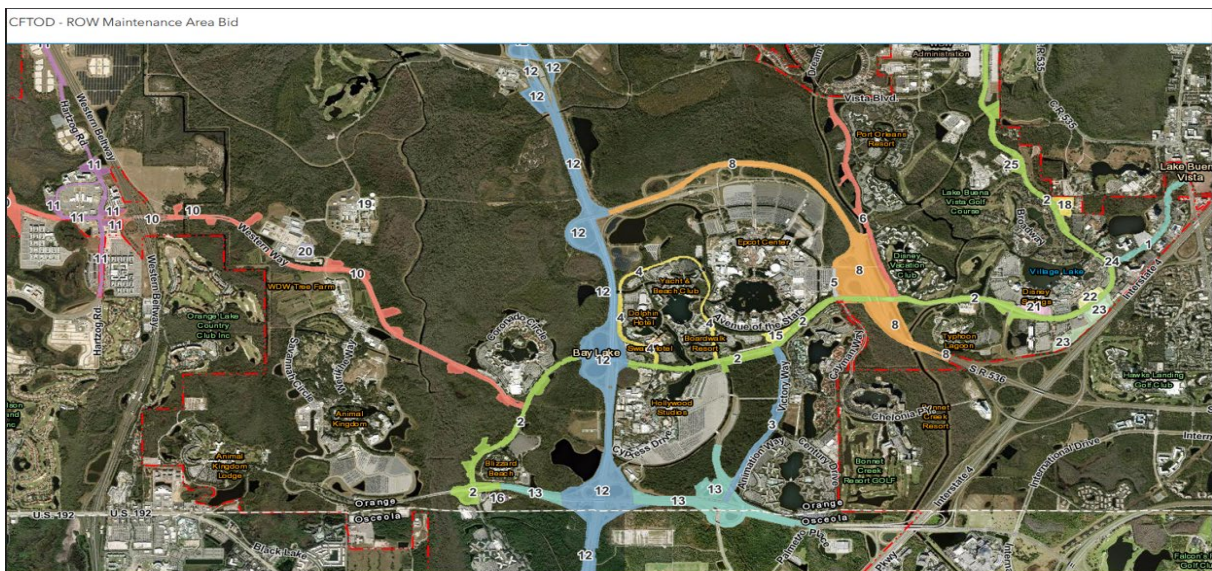
**STAFF RECOMMENDATION** (Motion Ready): Approve **Agenda Item #7.1** one-year renewal for Contract #C006223 landscape maintenance & services with Cepra Landscape, LLC and authorize the District Administrator to execute the contract not to exceed \$5,090,997

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

**PROOF OF PUBLICATION:** N/A

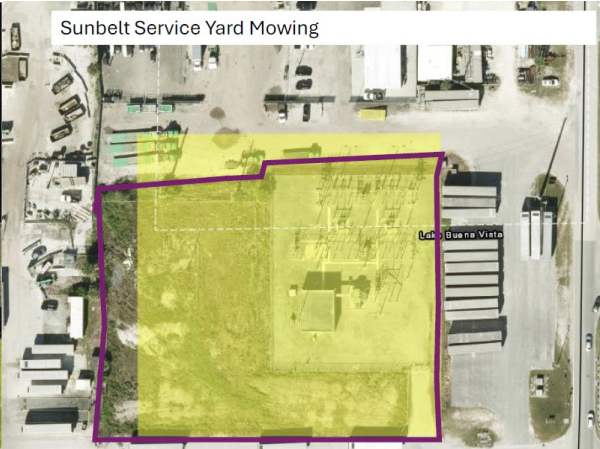
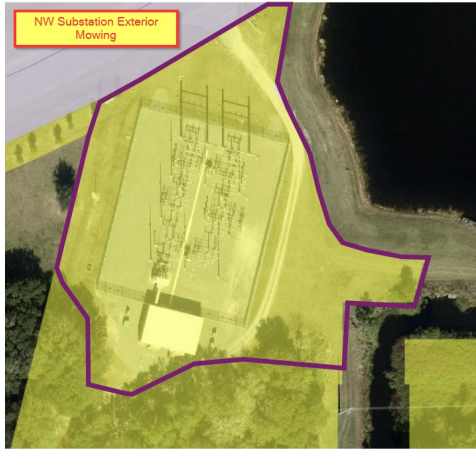
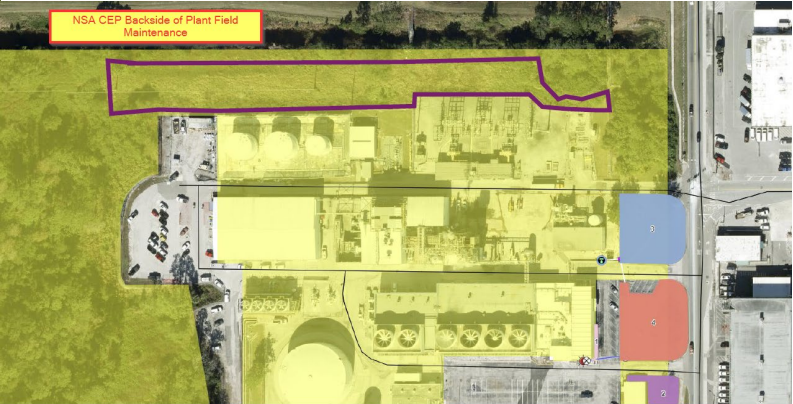
### BACKGROUND:

- The District seeks to amend Service Agreement #C006223 for ongoing landscape services across District-wide properties and incorporate additional landscape maintenance tasks for various locations.
- The amendment will support continued landscape maintenance services for twenty-five land parcels across District property. It also includes the addition of 7.2 acres of property along Western Way at SR 429 (Western Beltway) and four District-owned outcrop parcels totaling approximately 9.5 acres.





Western Way at the 429 Contract Addition FY2026 – The lightly highlighted yellow area is the scope of coverage that will be maintained.



**FINDINGS AND CONCLUSIONS: N/A**

**FISCAL IMPACT:**

- The Facilities Department has budgeted a renewal amount of \$5,090,996.80 for FY2026. This will be paid from accounting strings 163-001-5307095-543 for \$4,845,996.40 and 163-001-5307093-545 for \$245,000
- The Facilities Department is requesting the total renewal amount of \$5,090,997 for FY2026.

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

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

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- Contract #C006223



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

### AMENDMENT TO SERVICES AGREEMENT

PROJECT: Landscape Maintenance Contract

DATE: October 24, 2025

TO: Cepra Landscape, LLC  
P.O. Box 865  
Oakland, Florida 34760

CONTRACT NO.: **C006223**

AMENDMENT NO.: **4**

The Owner and the Contractor hereby agree to this Amendment to Agreement C006223 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 herein including any exhibits attached hereto, all of which shall become part of the Services.

#### Amendment Summary:

- **ADD One Year (1-YR)** and **\$5,090,996.92** for renewal of landscape services for District Properties for Year-4 FY2026, which includes an added section of Western Way at State Road 429 Toll Authority interchange, additional landscape parcels, and out of scope landscape support.

| Item No.                    | Description                                                                                                                                                                                       | Not to Exceed Amount  |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1                           | Year-4 FY2026: Renewal of current landscape services                                                                                                                                              | \$4,753,824.48        |
| 2                           | Western Way at S.R. 429 Toll Authority                                                                                                                                                            | \$56,661.44           |
| 3                           | Car Care Center Substation External Maintenance                                                                                                                                                   | \$8,045.73            |
| 4                           | North Service Central Energy Plant Back Field Maintenance                                                                                                                                         | \$10,328.85           |
| 5                           | Northwest Substation External Maintenance                                                                                                                                                         | \$5,363.82            |
| 6                           | Sunbelt Substation Adjacent Maintenance                                                                                                                                                           | \$11,772.60           |
| 7                           | Additional Out of Scope Landscape Support (landscape enhancement for existing declining landscape beds, irrigation and landscape repairs due to roadway accidents, and Temporary Traffic Control) | \$245,000.00          |
| <b>Not to Exceed Amount</b> |                                                                                                                                                                                                   | <b>\$5,090,996.92</b> |

- All other terms and conditions of the Agreement remain in full force and effect.

|                                                                   |                       |
|-------------------------------------------------------------------|-----------------------|
| 1. Original Contract Sum                                          | \$14,030,411.94       |
| 2. Total net change by previous Amendments                        | \$92,577.69           |
| 3. Contract Sum prior to this Amendment                           | \$14,122,989.63       |
| 4. Contract Sum will be adjusted with this Amendment No. <b>4</b> | <b>\$5,090,996.92</b> |
| 5. Adjusted Contract Sum including this Amendment                 | \$19,213,986.55       |
| 6. Original Contract Time                                         | September 30, 2025    |
| 7. Contract Time prior to the Amendment                           | September 30, 2025    |
| 8. Total Days of Extension Granted by this Amendment No. <b>4</b> | <b>One Year</b>       |
| 9. Adjusted Contract Time including this Amendment                | September 30, 2026    |

Central Florida Tourism Oversight District's Owner's Representative: **Jessie M. Burns**

Phone Number: 321-395-1590

The total amount of this Amendment shall be full and complete consideration to the Contractor for performance of the Services set forth above and the Contractor hereby waives any and all claims arising out of or related to the Services covered by this Amendment.

The total amount of this Amendment 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 Services covered by this





CONTRACT NO.: **C006223**

AMENDMENT NO.: **4**

Amendment. 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 Amendment and all previous Amendments.

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

CONTRACTOR:  
**CEPRA LANDSCAPE, LLC**

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

*As Authorized by the Board of Supervisors*

Print Name: S.C. Kopelousos

Title: District Administrator

Date: October 24, 2025

Signature: 

Print Name: Robert Maier

Title: President

Date: October 20, 2025

---

# **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

## **BOARD OF SUPERVISORS REPORT 7.2**

---

**Board Meeting Date: 10/24/2025**

**Subject:** Fiscal Year 2026 Budget Amendment 1

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

**Department:** Finance

---

**STAFF RECOMMENDATION** (Motion Ready): Approve **Agenda Item #7.2** Fiscal Year 2026 Budget Amendment #1 increasing expenditures for fire rescue apparatus purchase utilizing rollover funds in the amount of \$441,676

---

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

---

**PROOF OF PUBLICATION:** N/A

---

**BACKGROUND:** Fire Apparatus Project 443-Rescue was not delivered and completed by September 30, 2025. Since this was budgeted for Fiscal Year 2025, the unspent funds are in the beginning Fund Balance for Fiscal Year 2026.

**FINDINGS AND CONCLUSIONS:** The Fiscal Year 2026 General Fund Budget should be amended to account for the additional costs.

**FISCAL IMPACT:** \$441,676 expenditures for Fiscal Year 2026 are increased.

**SUPPORT MATERIALS:**

- Budget Amendment #1

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
FY2026 BUDGET AMENDMENT  
GENERAL FUND**

**AMENDMENT**

**EXPENDITURES**

**Capital Outlay**

|                           |           |
|---------------------------|-----------|
| Fire Department Apparatus | \$441,676 |
|---------------------------|-----------|

|                            |  |
|----------------------------|--|
| Capital Project 443-Rescue |  |
|----------------------------|--|

|                    |                  |
|--------------------|------------------|
| TOTAL EXPENDITURES | <u>\$441,676</u> |
|--------------------|------------------|

**FUND BALANCE**

|                                            |             |
|--------------------------------------------|-------------|
| FY2026 Rollforward, Beginning Fund Balance | (\$441,676) |
|--------------------------------------------|-------------|

|                               |                    |
|-------------------------------|--------------------|
| TOTAL OTHER FINANCING SOURCES | <u>(\$441,676)</u> |
|-------------------------------|--------------------|

Reviewed and approved by:

\_\_\_\_\_  
Stephanie Kopelousos, District Administrator  
Central Florida Tourism Oversight District

\_\_\_\_\_  
Susan Higginbotham, Chief Financial Officer  
Central Florida Tourism Oversight District

Approved by:

\_\_\_\_\_  
Alexis Yarbrough, Chair  
Board of Supervisors  
Central Florida Tourism Oversight District



---

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.3

---

Board Meeting Date: 10/24/2025

**Subject:** Purchase of Two (2) Rescue Replacements

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

**Department:** Fire Department

---

**STAFF RECOMMENDATION** (Motion Ready): Approve **Agenda Item #7.3** the purchase of two (2) Freightliner Road Rescue Ultramedic medium duty ambulances from Matheny Fire & Emergency, and authorize the District Administrator to execute the purchase documents in the amount of \$933,500

---

**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 2026, and these proposed vehicles represent an advanced version of the EMS transport rescue currently being utilized by the District.

### **FINDINGS AND CONCLUSIONS:**

The acquisition of these two rescue vehicles will continue the District Fire Department's plan for a consistent and sustainable replacement cycle. Under this plan, the Department will aim to replace two rescues each year, with deliveries generally anticipated for December each fiscal year. This approach ensures predictability in fleet management and supports long-term operational efficiency. However, extended production timelines may impact this schedule.

Over the last several years, production timelines for rescue vehicles have varied considerably—from as short as 12 to 14 months to as long as 36 to 38 months. Based on current industry trends, a lead time of approximately 36 months appears to be the new standard for rescues/ambulances. The ordering and replacement timeline will have to be flexible over the next several years until the national production timelines become more consistent. By focusing on the alignment of our replacement cycle with these realities, the Department will be better positioned to maintain operational readiness, minimize downtime, and ensure our crews have reliable, modern equipment to meet the community's needs. These units are expected to be delivered to the District in November 2028 (FY2029). The rescues being replaced have reached the end of service life at the time of replacement 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 FY26 Project #463, Rescue Replacement; Down payment this year in the amount of \$525,000; The District will receive a pre-payment (down payment) discount of \$51,338. The final balance due upon delivery in FY29 (November 2028) is \$408,500.

**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 Counsel.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- Contract – Matheny Fire & Emergency

CONTRACT NO: **C006956**

## **FREIGHTLINER ULTRAMEDIC MEDIUM DUTY AMBULANCES AGREEMENT**

THIS AGREEMENT ("Agreement") shall be effective commencing October 24, 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 **Matheny Motor Truck Co, Inc.** (herein referred to as the "Contractor"), whose mailing address is 315 Ann Street, Packersburg, West Virginia 26101.

WITNESSETH:

WHEREAS, Central Florida Tourism Oversight District requested a quotation for two Freightliner road rescue ultramedic type 1 medium duty ambulances;

WHEREAS, Matheny Motor Truck Co, Inc. provided competitive pricing under Florida Sheriff's Association contract number FSA25-VEF19.0 for Fire & Rescue Vehicles, Boats & Equipment. The Contractor was subsequently selected to provide these services under this competitive contract.

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

1. **SCOPE OF SERVICES.** The Contractor shall furnish the following firefighting vehicles: Two (2) 2027 Freightliner M2 106 Extended Cab Road Rescue Ultramedic Type 1 Medium Duty Ambulances ("ambulances").
2. **OWNERS REPRESENTATIVE.** The Owner's designated representative for purposes of this Agreement is **Eric Ferrari, District 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 Section 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. **COMPENSATION.** The Owner shall pay for two (2) 2027 Freightliner M2 106 Extended Cab Road Rescue Ultramedic Type 1 Medium Duty Ambulances the Lump Sum Amount of **NINE HUNDRED THIRTY-THREE THOUSAND, FIVE HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$933,500.00)** ("Contract Sum") based on the payment schedule outlined below. 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 services.
  - A. The amount of this Agreement is fixed and final and will be paid following the payment schedule.
  - B. Payment schedule:
    - 1st payment of \$525,000.00 in December 2025 (pre-payment discount provided); and
    - 2nd payment and remaining balance of \$408,500.00 after delivery of the ambulances expected in November 2028.
  - C. There shall be one interim payment and the final payment following the completion and delivery of the ambulances, and Owner's acceptance of the ambulances.
  - D. Please provide your invoice 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@oversightdistrict.org](mailto:ap@oversightdistrict.org)**



4. **TERM.** The ambulances are expected to be complete within **approximately 36 months of the effective date** of the Agreement. However, there is no guaranteed delivery date, nor shall any funds be required from Owner until delivery is made.
5. **REPRESENTATIONS.** The Contractor warrants that: (A) it is duly licensed and skilled to perform the services; and (B) the services shall be performed in a workmanlike manner, is free from defects, and conforms with the Contract Documents. 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.
6. **LIABILITY.** Acceptance of payment by the Contractor for the services 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 the services, labor, materials furnished, performed or provided with this Agreement.
7. **GOVERNING LAW.** 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. **INDEPENDENT CONTRACTOR.** It is understood and agreed that Contractor is acting as an independent contractor in the performance of its services, and nothing herein contained shall be deemed to create an agency relationship between Owner and Contractor.
9. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.
10. **SCRUTINIZED COMPANIES.** By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.
11. **TERMINATION.** Notwithstanding any other provision of this Agreement, the Owner's obligation to purchase the ambulances under this Agreement is contingent upon the availability of funds specifically appropriated for such purpose by the Owner's governing body or legislature. In the event sufficient funds are not appropriated or otherwise legally available, the Owner shall provide Contractor with prompt written notice. Any such termination shall apply only to the portion of the Agreement affected by the funding shortfall.
12. **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 this Section 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.
13. **ATTACHMENTS.**

Exhibit A: Contractor Proposal (A-1 through A-2)





CONTRACT NO: **C006956**

---

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  
**MATHENY MOTOR TRUCK CO, INC.**

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

*As authorized by the Board of Supervisors*

Print Name: S.C. Kopelousos

Title: District Administrator

Date: October 24, 2025

Signature: Tim Allaband

Print Name: Tim Allaband

Title: Vice President

Date: October 16, 2025


**MATHENY MOTOR TRUCK CO.**
**Established 1922**

 726 SW 46<sup>th</sup> Ave.

Ocala, FL 34474

(P) 352-629-6305

www.mathenyfire.com

## Ambulance Proposal

DATE: October 3, 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.

|                                                                                                     |                     |
|-----------------------------------------------------------------------------------------------------|---------------------|
| 2027 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<br>(Includes applicable dealer services if attached) | \$165,834.00        |
| Sub Total for one unit                                                                              | \$492,419.00        |
| Quantity                                                                                            | 2                   |
| <b>Total Proposal Price</b>                                                                         | <b>\$984,838.00</b> |
| Down Payment – December 2025                                                                        | \$525,000.00        |
| Remaining Balance – Completion November 2028                                                        | \$459,838.00        |
| - Less Prepayment Discounts                                                                         | (\$51,338.00)       |
| Final Payment Due                                                                                   | \$408,500.00        |
| <b>Total Project Price</b>                                                                          | <b>\$933,500.00</b> |

Delivery will be F.O.B. Customer Location and is expected to be by November 30, 2028. Terms of payment shall be net at delivery. This quote is valid for 60 days unless extended in writing.


**FERRARA**

**A - 1**

**Road Rescue**  
Seamless Performance. Unmatched Design.




**MATHENY MOTOR TRUCK CO.**

**Established 1922**

726 SW 46<sup>th</sup> Ave.

Ocala, FL 34474

(P) 352-629-6305

[www.mathenyfire.com](http://www.mathenyfire.com)

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](mailto:wmccorkle@mathenyfire.com)

**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 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.



**FERRARA**



**Road Rescue**



**Wheeled Coach**  
Trusted by the Toughest™

---

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.4

---

Board Meeting Date: 10/24/2025

**Subject:** C006659 – Traffic Signal Improvements Program 2026

**Presented by:** Craig Sandt, Director of Construction Management

**Department:** Public Works

---

**STAFF RECOMMENDATION** (Motion Ready): Approve **Agenda Item #7.4** award of contract #C006659 for the Traffic Signal Improvements Program 2026 with Traffic Control Devices, LLC, and authorize the District Administrator to execute Contract #C006659 in the amount of \$1,760,650 plus 5% contingency for a total amount of \$1,848,683

---

**RELEVANT STRATEGIC GOALS:** Quality of Place

---

**PROOF OF PUBLICATION:** Bid Released to the Public: September 2, 2025

---

### BACKGROUND:

This project involves the replacement of aging traffic signals at two key intersections within the Central Florida Tourism Oversight District (CFTOD): Buena Vista Drive at Osceola Parkway South and Bonnet Creek Parkway at Overpass Road. These intersections support high-volume vehicular and pedestrian traffic in areas proximate to major resort and entertainment destinations, necessitating reliable infrastructure to ensure safety and operational efficiency.

The traffic signals at both locations are over 30 years old and have reached the end of their serviceable life, posing risks to physical integrity and compliance with regulatory standards. Replacement is essential to maintain structural reliability and enhance traffic flow. This initiative aligns with prior fiscal year efforts, including the FY24 replacements at Buena Vista Drive at Epcot Resorts Boulevard West and Bonnet Creek Parkway at Disney's Vacation Club Way, which provided valuable benchmarks for cost and execution.

The scope of work encompasses maintenance of traffic and lane closures, erosion and sedimentation control, complete removal and replacement of traffic signal structures (including drilled shafts, mast arms, poles, pull boxes, conduits, and signal cabinets), installation of video detection systems, pedestrian sidewalk and signal upgrades, signage, pavement markings, and fiber optic cable relocations.

### FINDINGS AND CONCLUSIONS:

On September 2, 2025, Invitation to Bid #C006659 was released to bid for the Traffic Signal Improvements Project 2026. One (1) bid was received as follows:

| Vendor's Legal Name          | Vendor's City/State   | Bid Amount  |
|------------------------------|-----------------------|-------------|
| Traffic Control Devices, LLC | ALTAMONTE SPRINGS, FL | \$1,760,650 |



Traffic Control Devices, LLC was the lowest responsive and responsible bidder. There was one other bidder who failed to meet the submission deadline. Staff is recommending approval of Contract #C006659 with Traffic Control Devices, LLC.

**FISCAL IMPACT:**

Funding for this project is included in the FY2026 Planned Work account #25RDS011.

**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 Counsel.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- Contract #C006659 – (Traffic Control Devices, LLC)(PDF)



# **Traffic Signal Improvements Program 2026**

**CONTRACT NO.: C006659**

---

## **PROJECT MANUAL**

### **CONSTRUCTION AGREEMENT**

**Date of Issuance: October 24, 2025**

---

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

**Owner's Representative:** Central Florida Tourism Oversight District  
1900 Hotel Plaza Boulevard  
Lake Buena Vista, Florida 32830

**Engineer/Architect of Record:** DRMP, Inc.  
941 Lake Baldwin Lane  
Orlando, Florida 32814

**Contractor:** Traffic Control Devices, LLC  
242 N. Westmonte Drive  
Altamonte Springs, Florida 32714

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:

Traffic Signal Improvements Program 2026  
**CONSTRUCTION AGREEMENT**  
Contract Number: C006659

CONTRACT DOCUMENTS

- Exhibit A – Scope of Work 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  
Dual Obligee Rider  
Consent of Surety for Partial Payment Application  
Contractor's Interim Affidavit (sample)  
Contractor's Request for Information ("RFI") (sample)  
Directive (sample)  
Close-Out Change Order Forms (sample)  
Specification Section 00850 - List of Drawings and Specifications  
RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)  
District Traffic Signal Equipment Standards

**DRAWINGS AND SPECIFICATIONS:** Drawings are separately bound. For the List of Drawings and Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled TRAFFIC SIGNAL IMPROVEMENTS PROGRAM 2026, dated August 25, 2025. All Drawings and Specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

**PROJECT FILES:** Drawings, Specifications, and Requirements are available electronically for viewing and download under the Invitation to Bid ("ITB") C006659: Traffic Signal Improvements Program 2026 at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/133153> under Documents. All project files contained therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

- Project files available electronically at the link above:
  - Drawings: 2024 Traffic Signal Design
  - Specifications: Division 1 Project Specifications
  - Specifications: Division 2 & 3 Project Specifications and Section 1 Roadway Specifications
- Project files included in Agreement and available electronically at the link above:
  - RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)
  - District Traffic Signal Equipment Standards

CONTRACT NO: C006659

## **TRAFFIC SIGNAL IMPROVEMENTS PROGRAM 2026 CONSTRUCTION AGREEMENT**

THIS AGREEMENT, made effective as of October 24, 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 **Traffic Control Devices, LLC** (herein referred to as the "Contractor"), whose mailing address is 242 N. Westmonte Drive, Altamonte Springs, Florida 32714.

### W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid ("ITB") No. C006659 on September 2, 2025 for Traffic Signal Improvements Program 2026;

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






---

### Article 3 OWNER'S REPRESENTATIVE

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

### Article 4 THE ARCHITECT/ENGINEER

- 4.1. The Architect/Engineer for the Project (herein referred to as the "A/E") is DRMP, Inc., whose mailing address is 941 Lake Baldwin Lane, Orlando, Florida 32814.

### 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 300 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 **270 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 **300 DAYS from the Notice-to-Proceed**.



## Article 6 CONTRACT SUM

- 6.1. Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in the General Conditions, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, an amount not-to-exceed **ONE MILLION, SEVEN HUNDRED SIXTY THOUSAND, SIX HUNDRED FIFTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,760,650.00)** (herein referred to as the "Contract Sum") to cover the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

## Article 7 APPLICATIONS FOR PAYMENT

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

| <b>Central Florida Tourism Oversight District ("District" or "CFTOD") projects</b>                                                                                                                                                | <b>District utility projects managed by Reedy Creek Energy Services ("RCES")</b>                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Central Florida Tourism Oversight District<br>Attention: Accounts Payable<br>P.O. Box 690519<br>Orlando, Florida 32869<br>All invoices shall be sent to<br><a href="mailto:ap@oversightdistrict.org">ap@oversightdistrict.org</a> | Central Florida Tourism Oversight District<br>C/O: Reedy Creek Energy Services - Utilities Division<br>Attention: Accounts Payable<br>P.O. Box 690519<br>Orlando, Florida 32869<br>All invoices shall be sent to<br><a href="mailto:wdw.rces.billing@disney.com">wdw.rces.billing@disney.com</a> |

## 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 **\$2,667.00** 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 NON-FUNDING**

- 11.1. 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 12 FORCE MAJEURE**

- 12.1. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.





- 12.2. Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, pandemics, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any part from performing its respective obligations.
- 12.3. If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Contractor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Contractor shall be entitled to an extension of time only, provided however, that 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 13 NO WAIVER OF SOVEREIGN IMMUNITY**

- 13.1. 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 14 PUBLIC RECORDS**

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING**



**TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS [PUBLICRECORDS@OVERSIGHTDISTRICT.ORG](mailto:PUBLICRECORDS@OVERSIGHTDISTRICT.ORG), MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 690519, ORLANDO, FLORIDA 32869.**

#### **Article 15 E-VERIFY COMPLIANCE**

- 15.1. 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 16 SCRUTINIZED COMPANIES**

- 16.1. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes. Owner may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified or has become ineligible to bid and contract with local government entities under F.S. 287.135. If this Agreement is terminated by the Owner as provided 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. If this Agreement is terminated, the Contractor shall be paid only for the work completed as of the date of the Owner's termination. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

#### **Article 17 LEGAL PROCEEDINGS**

- 17.1. 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.

- 17.2. 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 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 has jurisdiction, then such Proceeding shall be 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.
- 17.3. 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 18 ASSIGNMENT**

- 18.1. This Agreement is for the services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

#### **Article 19 EFFECTIVE DATE**

- 19.1. Any Services performed or caused to be performed by Contractor prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement when agreed to by the Owner.

#### **Article 20 HEADINGS**

- 20.1. The headings 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.

#### **Article 21 ENTIRE AGREEMENT**

- 21.1. This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this



CONTRACT NO: C006659

Agreement. Any modification or amendment 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.

**Article 22**  
**PUBLIC CONSTRUCTION BOND**

- 22.1. 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 SIXTY THOUSAND, SIX HUNDRED FIFTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,760,650.00)** as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. Bond must be recorded in the county where the project is located, which is Orange or Osceola County, Florida.

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

OWNER:  
**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

CONTRACTOR:  
**TRAFFIC CONTROL DEVICES, LLC**

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

Print Name: S.C. Kopelousos

Title: District Administrator

Date: October 24, 2025

Signature: George Hamil

Print Name: George Hamil

Title: Vice President

Date: October 20, 2025



**EXHIBIT A**  
**SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS**  
**CONTRACT NO.: C006659**

I. Scope of Work:

**SECTION 1. SCOPE OF WORK OVERVIEW**

The scope of work for the 2026 Traffic Signal Improvements project includes but is not limited to; Maintenance of Traffic/Lane Closures, Erosion and Sedimentation Control, Traffic Signal Removal and Replacement, Drilled Shafts, Traffic Control Cabinet Removal/Replacement and Activation, Video Detection System Installation, Pedestrian Sidewalk & Signal Removal & Replacement, Signage and Pavement Markings. Contractor shall refer to Drawings and Specifications for additional information.

**SECTION 2. SCOPE OF WORK**

The 2026 Traffic Signal Improvements Project is briefly described as including, but not limited to, the following:

**2.1 Intersection of Buena Vista Drive & Osceola Parkway:**

- A. Complete removal and replacement of (4) traffic signals including new traffic control cabinet.
- B. Removal of existing drilled shafts down to 4 feet below grade.
- C. (3) Separate pedestrian post mounted signals.
- D. (3) Directional bore locations for signal, video, sign and pedestrian cabling.
- E. Video Detection System installation and activation of traffic control.
- F. Relocation of the existing fiber optic cable from the existing cabinet to the proposed signal cabinet.
- G. Installation and wiring of internally illuminated signs.
- H. Temporary fence removal in order to perform drilled shaft work in the southwest corner of the intersection. Remove and replace the fence in like kind. A fencing design plan will be required and permitted through the CFTOD Building & Safety Department.
- I. Demo and reconstruction of sidewalk at (3) approaches to the pedestrian crosswalks.
- J. Removal and replacement of crosswalk striping per plan. See plan general notes for direction on approved striping removal methods.

**2.2 Intersection of Bonnet Creek Parkway & Overpass Road**

- A. Complete removal of (3) traffic signals and replacement with (2) new signals (3 total arms) including new traffic control cabinet.
- B. Removal of existing drilled shafts down to 4 feet below grade.
- C. (1) Directional bore location for signal, sign and video cabling.
- D. Tie in and run power from existing transformer to the north at the southwest corner of Bonnet Creek Parkway and Disney Vacation Club Way.
- E. Furnish and install new power service disconnect and transformer to be set near new traffic control cabinet.
- F. Relocation of the existing fiber optic cable from the existing cabinet to the proposed signal cabinet.

**SECTION 3. TEMPORARY TRAFFIC CONTROL REQUIREMENT**

The Contractor shall have a full-time employee on staff that has an Advanced Temporary Traffic Control ("TTC", formally known as Maintenance of Traffic "MOT") certification. All TTC placed upon District property shall be installed and removed under the certified individual's supervision. Likewise, any flagging operation shall only be performed by individuals that have at minimum FDOT TTC Basic Flagger Certification.

**SECTION 4. QUALITY CONTROL**

- 4.1 Contractor shall establish a quality control/quality assurance program specific to this contract scope and shall maintain and monitor the program throughout the life of the contract.
- 4.2 The District will have the right at any stage of the operation to reject any or all work and material

**EXHIBIT A**  
**SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS**  
**CONTRACT NO.: C006659**

that in the District's opinion does not meet the requirements of the scope.

**SECTION 5. DAMAGE**

- 5.1 Any damages caused by the Contractor shall be repaired by the Contractor within twenty-four (24) hours, or shall be repaired by the District and back-charged at the current rate per man hour plus material plus twenty percent (20%) on material only. Any materials required to correct damages caused by the Contractor shall be the responsibility of the Contractor.
- 5.2 Contractor must report all damages to the District immediately.
- 5.3 Damages attributed from the Contractor will be at no cost to the District.

**SECTION 6. SAFETY**

- 6.1 All Contractor's equipment shall be properly maintained with all safety equipment intact and operational.
- 6.2 Contractor must acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work on the project.
- 6.3 Contractor shall maintain safe working environments in conformance with all applicable Occupational Safety and Health Administration ("OSHA") standards, Walt Disney World ("WDW"), Reedy Creek Energy Services ("RCES"), and CFTOD safety standards and requirements.
- 6.4 The Contractor shall be for the safety of its employees and shall, at a minimum, require applicable personal protective equipment ("PPE") including, but not limited to, hard hat, safety vest, eye, ear, and hand protection.
- 6.5 **Project Specific Safety Plan ("PSSP"):** When applicable, Contractor shall furnish and have accepted through CFTOD safety prior to commencement of work. The Contractor must supply their own cranes or lifts in their cost, if necessary.
- 6.6 **Crane Lift:** When applicable, Contractor shall submit a crane plan describing the Crane Lift Plan and Crane Daily Safety Review to CFTOD for review and approval prior to crane mobilization and all plans including scale site and evaluation plans showing the crane location, adjacent buildings/structures and other significant obstructions within load swing radius and indicating direction and span of swing.
- 6.7 Contractor will provide a Project Specific Safety Plan ("PSSP") to District's Construction Safety Consultant prior to start of any work to include the following:
  - Contractor company name and contact information;
  - Project number and name;
  - Summary of work to be performed;
  - Job hazards present and how to mitigate;
  - Personnel names to be working onsite;
  - Equipment to be utilized in performance of the work; and
  - Job hazard analysis ("JHA")

**SECTION 7. DISTRICT GUIDELINES**

The following applies to ALL contract work:

- 7.1 The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the District may make known to the Contractor and/or as required by any applicable laws. In the

**EXHIBIT A**  
**SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS**  
**CONTRACT NO.: C006659**

event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the District incurs the clean-up cost, the District will deduct the expenses incurred from any sums then or thereafter due the Contractor.

- 7.2 District will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the District. No smoking of any kind at any time on District property.
- 7.3 District reserves the right to refuse any Contractor's employee who does not meet or conform to the District's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes as level of professional hygiene that includes all Contractor-provided uniforms.
- 7.4 Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the services, and shall provide all protection to prevent injury to all persons involved in any way in the Services.
- 7.5 Any and all complaints or calls for assistance from the District or its agents or representatives shall be responded to by the Contractor within twenty-four (24) hours of the District's issuance of such complaints or calls and all repairs or work which precipitated such complaint shall be diligently and professionally completed by the Contractor.
- 7.6 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner toward the District, guests, staff, and management. In the event the District believes that any of the Contractor's employees are acting other than herein required, or the District or its agents determine that any of such employees are not performing their duties in a competent manner, the District shall so advise the Contractor and the Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by the District. Contractor shall maintain continuous and regular communications with the District concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by the Contractor hereunder.
- 7.7 All services shall be approved by and scheduled through the District or its authorized representative.

## **SECTION 8. DISTRICT APPEARANCE GUIDELINES**

The District is located and operates in an area that caters too many visitors and guests from different parts of the country and world. Employees performing their jobs may frequently come into contact with these visitors as well as various clients of the District. The image that you project plays a role in the impression of the District and its staff and can affect the overall experience of our visitors to the Central Florida area.

Therefore, everyone must strive to make positive impressions by maintaining a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. All vendor employees are expected to present a professional, businesslike image to clients, visitors, customers, and the public. Contractor must ensure all vehicles and uniforms used by their staff are identified with their company name and logo.

- 8.1 Employees may be required to meet special dress and grooming standards, such as wearing uniforms or personal protective equipment ("PPE") depending on the nature of their job.
- 8.2 Visible tattoos are acceptable with some exceptions. Tattoos located on the face, head, neck, or hands shall be prohibited. Visible tattoos elsewhere on the body shall be permitted; however, they shall not contain offensive language, symbols, or nudity.
- 8.3 Attire:

|                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>EXHIBIT A</b></p> <p style="text-align: center;"><b>SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS</b></p> <p style="text-align: center;"><b>CONTRACT NO.: C006659</b></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- A. Tight, revealing or otherwise workplace-inappropriate dress is not permitted.
- B. Attire shall not appear too tight, too baggy, faded or in need of repair. Style, as well as fabric choices (for clothing & footwear) must be consistent with a businesslike atmosphere. Sequined, faded, ill-fitting, revealing or sloppy attire (clothing or footwear) does not meet this requirement. District-wear with a District logo is acceptable to wear at all times. T-shirts and sweatshirts with a hood are impermissible.
- C. Nails must be clean and trimmed, with their length not to exceed ¼" beyond the fingertip. If nail polish is used it must be kept clean, not chipped, shall be uniform in color, and professional.
- D. Hair length will not be limited, but must allow for proper fit of all required personal protective equipment ("PPE"). Hair longer than shoulder length shall be pulled back in a bun, ponytail, or other approved method in order to eliminate potential safety concerns while performing safety sensitive job duties requiring PPE. Extreme hairstyles and/or extreme hair ornaments detract from a professional appearance and are unacceptable. If hair color is altered, it must appear natural. Artificial hair that is naturally colored is acceptable.
- E. Makeup may be used to enhance one's appearance. The products shall be blended to create a natural look. Extremes in color choices or application techniques detract from a professional appearance and are not acceptable.
- F. Shaving of the eyebrows is not permitted.
- G. Jewelry may not be worn in any visible piercing(s), other than ear piercing for female employees. Ear piercings are limited to two per ear, and only in the earlobe. Jewelry worn in non-visible piercing(s) that poses a safety risk due to uniform/equipment designs and/or job responsibilities will not be permitted. Spacers or gauges are unacceptable. Necklaces, bracelets, watches, and fitness trackers are acceptable. Tasteful/conservative rings may be worn, one per hand as appropriate.
- H. Sunglasses are permitted but shall not be worn indoors or at night; mirrored lenses are unacceptable.

**8.4 Facial Hair Guidelines:**

- A. Employees are permitted to have a fully grown-in beard, unless otherwise restricted by regulatory codes and standards. Facial hair must be well-groomed and growth may not exceed two inches (2 in.) in length. A well-groomed beard has a defined cheek line and neckline, which is trimmed neatly. The neck must be shaven. Shaping to extreme styles or designs is not permitted. A non-shaven, stubble beard is not acceptable. The beard must connect to an appropriately grown mustache.
- B. Mustaches are permitted, but must be neatly trimmed, never appearing bushy or unkempt. Mustaches must extend to the corners of the mouth, but shall not extend onto or over the upper lip, nor beyond or below the corners of the mouth.
- C. Goatees (or circle beards) are permitted unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth inch (¼ in.). A goatee shall be fully grown-in under the bottom lip and symmetrical on both sides. Shaping to extreme styles is not permitted. If a goatee is grown, it must connect to an appropriately grown mustache.
- D. Sideburns must be kept neatly trimmed and the bottom edge may not extend beyond the bottom of the earlobe.
- E. All facial hair must allow for proper fit of all personal protective equipment ("PPE") to include, but not limited to, respiratory masks such as N95 masks.

8.5 Contractor shall ensure that all vehicles and uniforms used by their staff are identified with company name and logo.

8.6 Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the Owner.

8.7 Owner reserves the right to ask for removal of any Contractor employees who refuse to meet or conform to Owner's policies. Contractor's employees shall be required to maintain a professional



**EXHIBIT A**  
**SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS**  
**CONTRACT NO.: C006659**

appearance at all times while performing required tasks in or out of guest view. This includes professional hygiene and all Contractor-provided uniforms. Absolutely no smoking or vaping on District property at any time.

- 8.8 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner towards Owner, guests, staff, and management. In the event the Owner believes that any of Contractor's employees are acting other than as herein required, or Owner or its agents determine that any of such employees are not performing their duties in a competent manner, Owner shall so advise Contractor and Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by Owner. Contractor shall maintain continuous and regular communications with Owner concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the Services to be provided by Contractor hereunder.
- 8.9 The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the Owner may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the Owner incurs the cleanup cost, the Owner will deduct the expenses incurred from any sums then or thereafter due the Contractor.

**SECTION 9. ADDENDA CLARIFICATIONS**

**9.1 Contractor Permits & Approvals**

Contractor shall obtain:

- SWPPP Permit (Erosion Control Plan)
- Traffic Control Plan (S&S TTC/MOT Plans)
  - Detour Plan
- Contact 811 to have all existing underground utilities located
- Fence Permit

**9.2 Project Coordination**

- CM – CFTOD Construction Management
  - SWPPP/MOT Plan Review & General Oversight – CFTOD Planning & Engineering
  - Field Inspections – CEI Consultant (TBD)
  - EOR – William E. Moss, P.E. (DRMP)
  - WDW Transportation/Operations

**9.3 MOT Coordination**

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

**9.4 Utility Coordination**

- Coordinate all utility construction efforts with the utility owners - Reedy Creek Energy Services (RCES). If necessary.

**EXHIBIT A**  
**SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS**  
**CONTRACT NO.: C006659**

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

#### **9.5 Appearance of Construction Site**

- The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices.
- Contractors and Subcontractors at the completion of work each day will return all equipment and unused material to their assigned storage area.
- Contractor shall provide sweeping of dirt and debris within the public travel ways. Assure debris is not deposited into storm drains during sweeping.

#### **9.6 Laydown Yard/Employee Parking**

- Transportation for workers to the Job Site shall be the Contractor's responsibility. No POV's shall be parked within project limits.
- The designated laydown yard and employee parking area is anticipated to be within the vicinity of the Project Site. The exact location of the laydown yard area shall be coordinated with and approved by CFTOD CM, prior to mobilization.

#### **9.7 Work Restrictions/Constraints**

- The Contractor shall maintain access to through traffic at all times.
- **Normal Work Hours:** 7:00 AM – 4:00 PM
- All work requiring a temporary lane closure shall be performed between **11:00 PM and 7:00 AM Sunday through Thursday**. Approved work hours are subject to their individual location and shall be communicated to the Owner's Representative on Thursday by noon, of the week prior to the requested implementation.
- **Detours involving the closure of major roadways shall only be implemented two (2) hours after the latest Park closure times, for the requested date, until 6:00 AM. A minimum of a two (2) week prior notification and approval from CFTOD Construction Management Team is required prior to implementation.**
- Reedy Creek Energy Services (RCES) places moratoriums restricting work near critical utilities during the following Holiday periods:
  - Christmas through New Years
  - Easter/Spring Break
  - Memorial Day
  - July 4th
  - Labor Day
  - Thanksgiving

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

### **SECTION 10. CONTRACTOR PROJECT MANAGER**

10.1 The Contractor's project manager for this project is Chris Gallagher.

- Phone: (321) 229-0956
- Email: [c.gallagher@tcd-usa.com](mailto:c.gallagher@tcd-usa.com)

**EXHIBIT A**  
**SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS**  
**CONTRACT NO.: C006659**

II. List of Contract Documents:

- A. **DRAWINGS AND SPECIFICATIONS:** Drawings are separately bound. For the List of Drawings and Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled TRAFFIC SIGNAL IMPROVEMENTS PROGRAM 2026, dated August 25, 2025. All Drawings and Specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.
- B. **PROJECT FILES:** Drawings, Specifications, and Requirements are available electronically for viewing and download under the Invitation to Bid ("ITB") C006659: Traffic Signal Improvements Program 2026 at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/133153> under Documents. All project files contained therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Project files available electronically at the link above:

- Drawings: 2024 Traffic Signal Design
- Specifications: Division 1 Project Specifications
- Specifications: Division 2 & 3 Project Specifications and Section 1 Roadway Specifications

Project files included in Agreement and available electronically at the link above:

- RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)
- District Traffic Signal Equipment Standards

- C. This Exhibit A, Scope of Work and List of Contract Documents, 7 pages
- D. Exhibit B, Project Milestone Schedule, 1 page
- E. Exhibit C, Recap of Contract Sum, 1 page
- F. Exhibit D, Pending Alternates, 1 page
- G. Exhibit E, Unit Price Schedule, 3 pages
- H. Special Contract Conditions, 15 pages
- I. General Conditions of the Contract for Construction, 25 pages
- J. Payment Bond, 2 pages
- K. Performance Bond, 2 pages
- L. Dual Obligatee Rider, 1 page
- M. Consent of Surety for Partial Payment Application, 1 page
- N. Contractor's Interim Affidavit (SAMPLE), 2 pages
- O. Contractor's Request for Information (SAMPLE), 1 page
- P. Directive (SAMPLE), 1 page
- Q. Close-Out Change Order Forms (SAMPLE), 6 pages
- R. Specification Section 00850 - List of Drawings and Specifications, 3 pages
- S. RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6), 7 pages
- T. District Traffic Signal Equipment Standards, 3 pages

**END OF EXHIBIT A**

**EXHIBIT B**  
PROJECT MILESTONE SCHEDULE  
CONTRACT NO.: C006659

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      | 270 Days from Notice-to-Proceed |
| Final Completion       | Day 270    | 300 Days from Notice-to-Proceed |

**END OF EXHIBIT B**



**EXHIBIT C**  
**RECAP OF CONTRACT SUM**  
**CONTRACT NO.: C006659**

The Contract Sum is based solely on the Contractor's proposed Base Bid Amount of \$1,730,650.00 and allowances 1 & 2 in the amount of \$30,000.00 for a total Not to Exceed amount of **\$1,760,650.00**.

| Item                                                                              | Item Description                                                                           | UOM | QTY | Unit Price   | Total                 |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-----|-----|--------------|-----------------------|
| <b>GENERAL CONDITIONS</b>                                                         |                                                                                            |     |     |              |                       |
| 1.01                                                                              | Permits and Fees                                                                           | LS  | 1   | \$2,920.00   | \$2,920.00            |
| 1.02                                                                              | Performance and Payment Bonds                                                              | LS  | 1   | \$11,000.00  | \$11,000.00           |
| 1.03                                                                              | Project Management                                                                         | MO  | 10  | \$6,405.00   | \$64,050.00           |
| 1.04                                                                              | Monthly Schedule Updates                                                                   | MO  | 10  | \$640.00     | \$6,400.00            |
| 1.05                                                                              | Submittals and Shop Drawings                                                               | LS  | 1   | \$5,130.00   | \$5,130.00            |
| 1.06                                                                              | Daily Reporting                                                                            | MO  | 10  | \$640.00     | \$6,400.00            |
| 1.07                                                                              | Mobilization and Demobilization                                                            | LS  | 1   | \$175,000.00 | \$175,000.00          |
| 1.08                                                                              | Field Coordination and Layout                                                              | MO  | 10  | \$845.00     | \$8,450.00            |
| 1.09                                                                              | Erosion and Sedimentation Control                                                          | LS  | 1   | \$7,700.00   | \$7,700.00            |
| 1.10                                                                              | Clearing & Grubbing                                                                        | LS  | 1   | \$36,900.00  | \$36,900.00           |
| 1.11                                                                              | Site Stabilization (Fine Grading & Sodding)                                                | LS  | 1   | \$32,250.00  | \$32,250.00           |
| 1.12                                                                              | Temporary Traffic Control (TTC)                                                            | MO  | 10  | \$13,317.00  | \$133,170.00          |
| <b>ROADWAYS</b>                                                                   |                                                                                            |     |     |              |                       |
| 2.01                                                                              | Concrete Sidewalk Demolition & Reconstruction                                              | LS  | 1   | \$111,133.00 | \$111,133.00          |
| 2.02                                                                              | Signing and Pavement Markings                                                              | LS  | 1   | \$12,321.00  | \$12,321.00           |
| 2.03                                                                              | Fence Removal & Reinstallation                                                             | LS  | 1   | \$4,375.00   | \$4,375.00            |
| <b>INTERSECTION OF BVD &amp; OSCEOLA PARKWAY - TRAFFIC SIGNALS</b>                |                                                                                            |     |     |              |                       |
| 3.01                                                                              | Drilled Shaft Installations                                                                | EA  | 4   | \$26,110.00  | \$104,440.00          |
| 3.02                                                                              | Mast Arm 1 - Furnish & Install                                                             | LS  | 1   | \$53,745.00  | \$53,745.00           |
| 3.03                                                                              | Mast Arm 2 - Furnish & Install                                                             | LS  | 1   | \$65,200.00  | \$65,200.00           |
| 3.04                                                                              | Mast Arm 3 - Furnish & Install                                                             | LS  | 1   | \$63,925.00  | \$63,925.00           |
| 3.05                                                                              | Mast Arm 4 - Furnish & Install                                                             | LS  | 1   | \$59,885.00  | \$59,885.00           |
| 3.06                                                                              | Traffic Control Cabinet - Furnish, Install & Tie in to Existing Power Service              | LS  | 1   | \$84,635.00  | \$84,635.00           |
| 3.07                                                                              | Directional Bores                                                                          | LS  | 1   | \$48,725.00  | \$48,725.00           |
| 3.08                                                                              | Fiber Optic Cable Relocation from Existing to New Cabinet                                  | LS  | 1   | \$2,380.00   | \$2,380.00            |
| 3.09                                                                              | Demo and Removal of Old Traffic Signals (Including Drilled Shafts 4' Below Existing Grade) | LS  | 1   | \$46,210.00  | \$46,210.00           |
| 3.10                                                                              | Remove and Replace Pedestrian Post Mounted Signals                                         | EA  | 3   | \$4,077.00   | \$12,231.00           |
| 3.11                                                                              | Video Detection System Installation                                                        | LS  | 1   | \$46,085.00  | \$46,085.00           |
| 3.12                                                                              | Traffic Control Activation                                                                 | LS  | 1   | \$17,040.00  | \$17,040.00           |
| 3.13                                                                              | Illuminated Signs                                                                          | LS  | 1   | \$20,460.00  | \$20,460.00           |
| <b>INTERSECTION OF BONNET CREEK PARKWAY &amp; OVERPASS ROAD - TRAFFIC SIGNALS</b> |                                                                                            |     |     |              |                       |
| 4.01                                                                              | Drilled Shaft Installations                                                                | EA  | 2   | \$23,580.00  | \$47,160.00           |
| 4.02                                                                              | Mast Arm 5 - Furnish & Install                                                             | LS  | 1   | \$51,280.00  | \$51,280.00           |
| 4.03                                                                              | Mast Arm 6 - Furnish & Install (2 arms)                                                    | LS  | 1   | \$81,175.00  | \$81,175.00           |
| 4.04                                                                              | Traffic Control Cabinet - Furnish & Install                                                | LS  | 1   | \$83,310.00  | \$83,310.00           |
| 4.05                                                                              | Power Service Disconnect & Transformer - Furnish, Install & Tie into New Cabinet           | LS  | 1   | \$24,715.00  | \$24,715.00           |
| 4.06                                                                              | Run Power & Tie into Existing Transformer at DVCW - Open Trench Conduit                    | LS  | 1   | \$27,227.00  | \$27,227.00           |
| 4.07                                                                              | Direction Bore                                                                             | LS  | 1   | \$24,986.00  | \$24,986.00           |
| 4.08                                                                              | Fiber Optic Cable Relocation from Existing to New Cabinet                                  | LS  | 1   | \$2,265.00   | \$2,265.00            |
| 4.09                                                                              | Demo and Removal of Old Traffic Signals (Including Drilled Shafts 4' Below Existing Grade) | LS  | 1   | \$35,797.00  | \$35,797.00           |
| 4.10                                                                              | Video Detection System Installation                                                        | LS  | 1   | \$80,910.00  | \$80,910.00           |
| 4.11                                                                              | Traffic Control Activation                                                                 | LS  | 1   | \$14,320.00  | \$14,320.00           |
| 4.12                                                                              | Illuminated Signs                                                                          | LS  | 1   | \$15,345.00  | \$15,345.00           |
| <b>BASE BID SUBTOTAL</b>                                                          |                                                                                            |     |     |              | <b>\$1,730,650.00</b> |
| <b>ALLOWANCES</b>                                                                 |                                                                                            |     |     |              |                       |
| 1                                                                                 | Secondary Utility Locates                                                                  | EA  | 1   | \$10,000.00  | \$10,000.00           |
| 2                                                                                 | Irrigation & Landscape (Excluding Sod)                                                     | EA  | 1   | \$20,000.00  | \$20,000.00           |
| <b>ALLOWANCES SUBTOTAL</b>                                                        |                                                                                            |     |     |              | <b>\$30,000.00</b>    |
| <b>NOT TO EXCEED AMOUNT (GRAND TOTAL)</b>                                         |                                                                                            |     |     |              | <b>\$1,760,650.00</b> |

**END OF EXHIBIT C**

**EXHIBIT D**  
PENDING ALTERNATES  
CONTRACT NO.: C006659

THERE ARE NO PENDING ALTERNATES

**END OF EXHIBIT D**

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**CONTRACT NO.: C006659**

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

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

| Item                   | Description                                               | UOM | Unit Price  |
|------------------------|-----------------------------------------------------------|-----|-------------|
| <b>MOT/TTC</b>         |                                                           |     |             |
| 1                      | Work Zone Sign                                            | ED  | \$9.25      |
| 2                      | Portable Changeable Message Sign, Temp.                   | ED  | \$140.15    |
| 3                      | Arrow Board/Advance Warning Arrow Panel                   | ED  | \$24.00     |
| 4                      | Temp. Barricades - Types I, II, DI, VP, Drum, LC          | ED  | \$2.10      |
| 5                      | Traffic Control Off-Duty Law Enforcement Officer          | HR  | \$117.00    |
| 6                      | Temporary Signalization and Maintenance, Intersection     | ED  | \$68.95     |
| 7                      | Temporary Traffic Detection and Maintenance, Intersection | ED  | \$44.00     |
| 8                      | MOT Crew & Equipment                                      | ED  | \$330.13    |
| <b>Erosion Control</b> |                                                           |     |             |
| 9                      | Sediment Barrier                                          | LF  | \$10.25     |
| 10                     | Litter Removal                                            | AC  | \$90.00     |
| 11                     | Mowing                                                    | AC  | \$120.00    |
| 12                     | Silt Fence                                                | LF  | \$10.25     |
| 13                     | Inlet Protection Device                                   | EA  | \$262.50    |
| <b>Roadway</b>         |                                                           |     |             |
| 14                     | Concrete Sidewalk and Driveways, 4" Thick                 | SY  | \$566.70    |
| 15                     | Concrete Sidewalk and Driveways, 6" Thick                 | SY  | \$382.91    |
| 16                     | Detectable Warnings                                       | SF  | \$87.47     |
| 17                     | Fencing, Type B, 0.0-5.0', Standard Features              | LF  | \$175.00    |
| 18                     | Clearing & Grubbing                                       | AC  | \$16,350.00 |
| 19                     | Removal of Existing Concrete                              | SY  | \$75.95     |
| 20                     | Regular Excavation                                        | CY  | \$169.35    |
| 21                     | Embankment                                                | CY  | \$140.15    |
| 22                     | Type F, Concrete Curb & Gutter                            | LF  | \$87.60     |
| 23                     | Concrete Sidewalk Demo & Removal                          | SY  | \$75.95     |
| <b>Landscape</b>       |                                                           |     |             |
| 24                     | Sod (Bahia)                                               | SY  | \$21.50     |
| 25                     | Sod (St. Augustine)                                       | SY  | \$21.50     |

**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**CONTRACT NO.: C006659**

| <b>Traffic Signals</b> |                                                                                         |            |                   |
|------------------------|-----------------------------------------------------------------------------------------|------------|-------------------|
| <b>Item</b>            | <b>Description</b>                                                                      | <b>UOM</b> | <b>Unit Price</b> |
| 26                     | 2" Conduit, F&I, Open Trench                                                            | LF         | \$15.70           |
| 27                     | 2" Conduit, F&I, Directional Bore                                                       | LF         | \$41.80           |
| 28                     | Signal Cable, New or Reconstructed Intersection, F&I                                    | PI         | \$15,607.00       |
| 29                     | Signal Cable, Remove – Intersection                                                     | PI         | \$1,400.00        |
| 30                     | Fiber Optic Cable, Relocate, Underground                                                | LF         | \$2.65            |
| 31                     | Fiber Optic Connection, Install, Termination                                            | EA         | \$75.00           |
| 32                     | Fiber Optic Connection Hardware, F&I, Buffer Tube Fan Out Kit                           | EA         | \$78.13           |
| 33                     | Fiber Optic Connection Hardware, F&I, Patch Panel – Field Terminated                    | EA         | \$12.45           |
| 34                     | Pull and Splice Box, F&I, 13" x 24" Cover Size                                          | EA         | \$1,135.00        |
| 35                     | Pull and Splice Box, F&I, 24" x 36" Cover Size                                          | EA         | \$3,044.30        |
| 36                     | Electrical Power Service, Including Meter, F&I, Underground                             | AS         | \$6,260.00        |
| 37                     | Electrical Power Service, Remove Underground                                            | AS         | \$925.00          |
| 38                     | Electrical Service Wire, F&I                                                            | LF         | \$7.30            |
| 39                     | Electrical Service Disconnect, F&I, Pole Mount                                          | EA         | \$3,600.00        |
| 40                     | Electrical Power Service – Transformer, F&I, <5 KVA, Single Phase, Aluminum Windings    | EA         | \$2,775.00        |
| 41                     | Prestressed Concrete Pole, F&I, Type P-11 Service Pole                                  | EA         | \$4,240.00        |
| 42                     | Aluminum Signal Poles, Pedestal                                                         | EA         | \$2,550.00        |
| 43                     | Aluminum Signals Pole, Remove                                                           | EA         | \$280.00          |
| 44                     | Steel Mast Arm Assembly, Furnish and Install, Double Arm 50'-50'                        | EA         | \$86,525.00       |
| 45                     | Steel Mast Arm Assembly, Furnish and Install, Single Arm 60'                            | EA         | \$70,807.50       |
| 46                     | Steel Mast Arm Assembly, Furnish and Install, Single Arm 78'                            | EA         | \$82,895.00       |
| 47                     | Steel Mast Arm Assembly, Remove, Shallow Foundation – Bolt on Attachment                | EA         | \$10,700.00       |
| 48                     | Vehicle Traffic Signal, F&I, Polycarbonate, 3 Section, 1 Way                            | AS         | \$1,435.00        |
| 49                     | Vehicle Traffic Signal, F&I, Polycarbonate, 4 Section, 1 Way                            | AS         | \$1,865.00        |
| 50                     | Vehicular Traffic Signal, F&I Aluminum, 5 Section Cluster, 1 Way                        | AS         | \$2,415.00        |
| 51                     | Pedestrian Signal, F&I, LED Countdown, 1 Way, Polycarbonate                             | AS         | \$750.00          |
| 52                     | Pedestrian Signal, F&I, LED Countdown, 2 Ways                                           | AS         | \$1,636.00        |
| 53                     | Vehicle Detection System – Video, F&I Cabinet Equipment                                 | EA         | \$19,545.00       |
| 54                     | Vehicle Detection System – Video, F&I Above Ground Equipment                            | EA         | \$6,975.71        |
| 55                     | Signal Priority and Preemption System, F&I, Optical, Cabinet Electronics                | EA         | \$7,951.50        |
| 56                     | Signal Priority and Preemption System, F&I, Optical, Detector                           | EA         | \$2,245.00        |
| 57                     | Signal Priority and Preemption System, F&I, GPS, Detector                               | EA         | \$9,720.00        |
| 58                     | Signal Priority and Preemption System, F&I, GPS, Cabinet Electronics                    | EA         | \$8,303.50        |
| 59                     | Pedestrian Detector, F&I, Standard                                                      | EA         | \$295.00          |
| 60                     | Traffic Controller Assembly, F&I, NEMA, 1 Preemption                                    | AS         | \$39,312.00       |
| 61                     | Traffic Controller Assembly, Remove Controller with Cabinet                             | AS         | \$1,371.00        |
| 62                     | ITS CCTV Camera, F&I, Dome Enclosure – Non-Pressurized, IP, High Definition             | EA         | \$8,423.50        |
| 63                     | Managed Field Ethernet Switch, Furnish & Install                                        | EA         | \$3,700.00        |
| 64                     | Network Device, Ethernet Repeater with NEMA Cabinet                                     | EA         | \$1,321.50        |
| 65                     | Uninterruptible Power Supply, F&I, Line Interactive with Cabinet                        | EA         | \$14,325.00       |
| 66                     | Sign Panel, F&I, Overhead Mount, up to 12 SF                                            | EA         | \$835.00          |
| 67                     | Internally Illuminated Sign, F&I, Overhead Mount, 12-18 SF                              | EA         | \$5,115.00        |
| 68                     | Enhanced Highway Sign Assembly, AC Powered, F&I, Overhead Mount, Blank Out Sign < 12 SF | EA         | \$6,600.00        |
| 69                     | Thermoplastic, Remove Existing Thermoplastic Pavement Markings – Surface to Remain      | SF         | \$5.85            |
| 70                     | Thermoplastic, Solid, 12"                                                               | LF         | \$7.05            |
| 71                     | Thermoplastic, Solid, 24"                                                               | LF         | \$12.95           |



**EXHIBIT E**  
**UNIT PRICE SCHEDULE**  
**CONTRACT NO.: C006659**

**SCHEDULES OF WAGE & EQUIPMENT RATES**

The following rates may be utilized as the basis for adjustments to the Contract Sum for additions to and deletions from the Contract Work, as the Owner's Representative may direct, in accordance with Article 12 of the General Conditions of the Contract for Construction. The rates contained in this schedule shall be subject to all restrictions and provisions set forth in Unit Price Schedule.

**A. HOURLY WAGE RATES:**

All Hourly Wage Rates are inclusive of Contractor's overhead, profit and cost of all employee burdens, benefits, insurance and Worker's Compensation coverage. Upon request by the Owner's Representative, the Contractor shall provide, as supporting data, evidence of the direct cost of labor, Contractor's overhead, profit and each category of employee burden, benefit and related cost. Overtime rates are applicable to a five-day workweek for hours worked in excess of 40 hours per week, excluding weekends and holidays. Wage rates shall remain in effect through Contract Completion.

| <b>Labor Category</b> | <b>Total Straight Time<br/>Hourly Wage Rate</b> | <b>Total Overtime<br/>Hourly Wage Rate</b> |
|-----------------------|-------------------------------------------------|--------------------------------------------|
| Project Manager       | \$168.00                                        | \$252.00                                   |
| Superintendent        | \$117.00                                        | \$175.50                                   |
| Foreman               | \$96.00                                         | \$144.00                                   |
| Laborer - Skilled     | \$81.00                                         | \$121.50                                   |
| Laborer - Unskilled   | \$62.00                                         | \$93.00                                    |

**B. CONTRACTOR-OWNED EQUIPMENT RATES:**

The table below lists each type of Contractor-owned equipment to be utilized in the performance of the Work and the hourly rate corresponding to each. Each and every listed rate is an all-inclusive rate, which includes but is not necessarily limited to, the cost of purchasing, leasing, maintaining, licensing, transporting and fueling the equipment, the Contractor's overhead and any profit to be derived by the Contractor from the use of the equipment pursuant to the Agreement, and is not subject to additional markup by the Contractor. Each and every equipment rate shall remain in effect for the duration of the Contract and shall apply for the purpose of calculating changes to the amount of the Contract Sum attributable to both additions to and deletions from the Work (collectively, changes to the Work). Any costs for such equipment that are attributable to changes to the Work shall be computed on a net hourly basis, as applicable, multiplied by the corresponding rate.

The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment. The equipment rates included in the list below do not apply to rented equipment, the costs for which are subject to the corresponding provisions set forth in Article 12 of the General Conditions of the Contract for Construction.

| <b>Equipment Type</b> | <b>Hourly Rate</b> |
|-----------------------|--------------------|
| Ramhoe                | \$65.50            |
| Air Compressor        | \$70.50            |
| Arrow Board           | \$3.00             |
| 18 Ton Crane          | \$190.00           |
| Bucket Truck – 50' WH | \$82.00            |
| 1 Ton Flat Bed        | \$47.00            |
| 5YD Dump Truck        | \$62.00            |
| Rubber Tire Backhoe   | \$86.00            |
| Skid Steer            | \$99.00            |

| <b>Equipment Type</b>    | <b>Hourly Rate</b> |
|--------------------------|--------------------|
| 3/4 Ton Pick-up Truck    | \$25.00            |
| Road Tractor             | \$113.00           |
| 40LF Goose Neck          | \$22.50            |
| 1 Axle Utility Truck     | \$3.75             |
| 2 Axle Utility Truck     | \$6.50             |
| 3 Axle Utility Truck     | \$7.00             |
| VRS Trencher Rubber Tire | \$98.00            |
| Utility Van              | \$25.00            |

**END OF EXHIBIT E**

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

**TABLE OF CONTENTS:**

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

**DEFINITIONS:**

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

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

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

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

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

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION  
CONTRACT NO.: C006659

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

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

III. RESERVED

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

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

B. CADMIUM and/or LEAD

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

C. CHLOROFLUOROCARBONS (CFCs)



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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

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

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

**V. CONFINED SPACES**

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

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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

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

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

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

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

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

**VII. ELECTRICAL SAFETY POLICY**

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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

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

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

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

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

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

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

The Contractor understands and agrees that it is the responsibility of the Contractor to ensure compliance with all applicable safety laws, codes regulations and rules as well as adherence to the Policy for all electrical work. The Owner reserves the right to observe and/or audit the Contractor's (or its Subcontractor's or Sub-subcontractor's) work without notice. The Contractor expressly understands and unequivocally agrees that any failure to strictly comply with any applicable safety

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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 ("LOTO")**

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

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

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

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

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

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

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

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

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

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

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



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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.

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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 be operated until it has been repaired.

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

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

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

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°)

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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

**XI. LADDERS**

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

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

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

**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 ensure no changes have occurred.

**XIII. UTILITY LOCATES**

*Routine Locate Tickets:*

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

*Emergency Locate Tickets:*

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



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

**XIV. MOBILE CRANES**

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

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

A critical lift plan is required for the following lifts:

- a) Lift is  $\geq 75\%$  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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water's edge, Ground Bearing Pressures (GBP) for each outrigger (below the crane mats) must be submitted with the lift plan.

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

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

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

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

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

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

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

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

**XV. HEAVY EQUIPMENT OPERATIONS**

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

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

Chase (escort) vehicles/Spotters are required when:

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

**XVI. DIVING OPERATIONS**

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

The Dive Plan shall include the following:

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**SPECIAL CONTRACT CONDITIONS - SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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. RCES POWER OUTAGE SCHEDULING REQUIREMENTS FOR CONTRACTORS**

Contractors shall provide a minimum three (3) week construction planning schedule to Reedy Creek Energy Services ("RCES") Project Management on a weekly basis identifying all anticipated work including utility outages.

- a) A minimum seven (7) day notice will be required for scheduling utility outages to facilitate construction.
- b) Any contractor concern with available work duration window and expected task list shall be discussed with RCES Project Management before scheduling the utility outage.
- c) All utility outages shall be coordinated with the property owner impacted.
- d) Dates and utility outage duration shall be agreed upon between contractors, customers, RCES Project Management and RCES Electrical Operations.
- e) Contractors will be notified by RCES Project Management whether the requested utility outage schedule is approved or denied.
- f) In the event the scheduled utility outages need to be canceled due to weather, emergencies or customer requests, contractors will be notified, and contractors shall provide revised project schedule coordinating with RCES Project Management to plan for future power outages.

**END OF SPECIAL CONTRACT CONDITIONS**

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

| <b>TABLE OF CONTENTS</b>                      |                                                                   |             |
|-----------------------------------------------|-------------------------------------------------------------------|-------------|
| <b>Paragraph</b>                              | <b>Title</b>                                                      | <b>Page</b> |
| <b>Article 1 - DEFINITIONS</b>                |                                                                   |             |
| 1.1.                                          | THE CONTRACT                                                      | 1           |
| 1.2.                                          | THE OWNER                                                         | 1           |
| 1.3.                                          | THE OWNER'S REPRESENTATIVE                                        | 1           |
| 1.4.                                          | THE CONTRACTOR                                                    | 1           |
| 1.5.                                          | SUBCONTRACTOR; SUB-SUBCONTRACTOR                                  | 1           |
| 1.6.                                          | THE JOB SITE                                                      | 2           |
| 1.7.                                          | THE PROJECT                                                       | 2           |
| 1.8.                                          | WORK; CONTRACT TIME; CONTRACT SUM                                 | 2           |
| 1.9.                                          | PROVIDE                                                           | 2           |
| 1.10.                                         | PLANS                                                             | 2           |
| 1.11.                                         | SPECIFICATIONS                                                    | 2           |
| 1.12.                                         | THE ARCHITECT/ENGINEER                                            | 2           |
| <b>Article 2 - THE CONTRACT DOCUMENTS</b>     |                                                                   |             |
| 2.1.                                          | EXECUTION, INTENT AND INTERPRETATIONS                             | 2           |
| 2.2.                                          | COPIES FURNISHED; OWNERSHIP                                       | 3           |
| 2.3.                                          | NO ORAL WAIVER                                                    | 3           |
| <b>Article 3 - OWNER</b>                      |                                                                   |             |
| 3.1.                                          | EASEMENTS                                                         | 3           |
| 3.2.                                          | ACCESS                                                            | 3           |
| <b>Article 4 - THE OWNER'S REPRESENTATIVE</b> |                                                                   |             |
| 4.1.                                          | CONTRACTUAL RELATIONSHIPS                                         | 3           |
| 4.2.                                          | ROLE                                                              | 3           |
| <b>Article 5 - CONTRACTOR</b>                 |                                                                   |             |
| 5.1.                                          | REVIEW OF CONTRACT DOCUMENTS                                      | 3           |
| 5.2.                                          | SUPERVISION AND CONSTRUCTION PROCEDURES                           | 4           |
| 5.3.                                          | MATERIALS AND EQUIPMENT                                           | 4           |
| 5.4.                                          | WARRANTY                                                          | 5           |
| 5.5.                                          | TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS                   | 5           |
| 5.6.                                          | COMPLIANCE WITH LAWS                                              | 5           |
| 5.7.                                          | TESTS                                                             | 5           |
| 5.8.                                          | GENERAL                                                           | 6           |
| <b>Article 6 - SUBCONTRACTORS</b>             |                                                                   |             |
| 6.1.                                          | GENERAL                                                           | 6           |
| 6.2.                                          | AWARD OF SUBCONTRACTS                                             | 6           |
| 6.3.                                          | SUBCONTRACTUAL RELATIONS                                          | 7           |
| 6.4.                                          | PAYMENTS TO SUBCONTRACTORS                                        | 7           |
| <b>Article 7 - SEPARATE CONTRACTS</b>         |                                                                   |             |
| 7.1.                                          | OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS                         | 7           |
| 7.2.                                          | MUTUAL RESPONSIBILITY OF CONTRACTORS                              | 7           |
| <b>Article 8 - TIME</b>                       |                                                                   |             |
| 8.1.                                          | DEFINITIONS                                                       | 8           |
| 8.2.                                          | PROGRESS AND COMPLETION; SCHEDULING                               | 9           |
| 8.3.                                          | DELAYS, EXTENSIONS OF TIME AND OVERTIME                           | 9           |
| 8.4.                                          | TEMPORARY SUSPENSION OF WORK                                      | 10          |
| <b>Article 9 - PAYMENTS AND COMPLETION</b>    |                                                                   |             |
| 9.1.                                          | APPLICATION FOR PAYMENT; PASSAGE OF TITLE                         | 10          |
| 9.2.                                          | APPROVALS OF APPLICATIONS FOR PAYMENT                             | 11          |
| 9.3.                                          | PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK | 11          |
| 9.4.                                          | SUBSTANTIAL COMPLETION AND FINAL PAYMENT                          | 12          |
| 9.5.                                          | BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION      | 13          |



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

| <b>TABLE OF CONTENTS</b>                                                                   |                                                          |             |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------|
| <b>Paragraph</b>                                                                           | <b>Title</b>                                             | <b>Page</b> |
| <b>Article 10 - PROTECTION OF PERSONS AND PROPERTY</b>                                     |                                                          |             |
| 10.1.                                                                                      | RESPONSIBILITY FOR SAFETY AND HEALTH                     | 14          |
| 10.2.                                                                                      | PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS | 15          |
| 10.3.                                                                                      | SURFACE OR SUBSURFACE WATER                              | 15          |
| 10.4.                                                                                      | EMERGENCIES                                              | 15          |
| 10.5.                                                                                      | CLEANUP                                                  | 16          |
| 10.6.                                                                                      | OWNER'S STANDARDS                                        | 16          |
| <b>Article 11 - INSURANCE; INDEMNIFICATION</b>                                             |                                                          |             |
| 11.1.                                                                                      | COMMERCIAL INSURANCE/INDEMNIFICATION                     | 16          |
| <b>Article 12 - CHANGES IN THE WORK</b>                                                    |                                                          |             |
| 12.1.                                                                                      | CHANGE ORDERS AND DIRECTIVES                             | 17          |
| 12.2.                                                                                      | CHANGES REQUIRING AN INCREASE IN CONTRACT SUM            | 17          |
| 12.3.                                                                                      | CHANGES REQUIRING A DECREASE IN CONTRACT SUM             | 19          |
| 12.4.                                                                                      | DISPUTES REGARDING CHANGES                               | 19          |
| 12.5.                                                                                      | AUDIT RIGHTS                                             | 19          |
| <b>Article 13 - CLAIMS</b>                                                                 |                                                          |             |
| 13.1.                                                                                      | CLAIMS FOR EXTENSIONS OF CONTRACT TIME                   | 19          |
| 13.2.                                                                                      | CLAIMS FOR INCREASES IN CONTRACT SUM                     | 20          |
| 13.3.                                                                                      | NO OTHER CLAIMS                                          | 20          |
| <b>Article 14 - UNCOVERING AND CORRECTION OF WORK;<br/>OWNER'S RIGHT TO CARRY OUT WORK</b> |                                                          |             |
| 14.1.                                                                                      | UNCOVERING OF WORK                                       | 20          |
| 14.2.                                                                                      | CORRECTION OF WORK                                       | 20          |
| 14.3.                                                                                      | OWNER'S RIGHT TO CARRY OUT WORK                          | 21          |
| 14.4.                                                                                      | ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK           | 22          |
| <b>Article 15 - TERMINATION OF CONTRACT</b>                                                |                                                          |             |
| 15.1.                                                                                      | TERMINATION BY CONTRACTOR                                | 22          |
| 15.2.                                                                                      | TERMINATION BY OWNER FOR CAUSE                           | 22          |
| 15.3.                                                                                      | TERMINATION BY OWNER WITHOUT CAUSE                       | 23          |
| <b>Article 16 - MISCELLANEOUS PROVISIONS</b>                                               |                                                          |             |
| 16.1.                                                                                      | GOVERNING LAW                                            | 23          |
| 16.2.                                                                                      | ASSIGNABILITY; SUCCESSORS AND ASSIGNS                    | 23          |
| 16.3.                                                                                      | NOTICE                                                   | 23          |
| 16.4.                                                                                      | PERFORMANCE AND PAYMENT BONDS                            | 23          |
| 16.5.                                                                                      | MAINTENANCE OF HARMONIOUS RELATIONS                      | 24          |
| 16.6.                                                                                      | UNION AGREEMENTS                                         | 24          |
| 16.7.                                                                                      | USE OF OWNER'S NAME/CONFIDENTIALITY                      | 24          |
| 16.8.                                                                                      | GENERAL                                                  | 25          |
| 16.9.                                                                                      | IMMIGRATION REFORM CONTROL ACT                           | 25          |
| 16.10.                                                                                     | ADJACENT LAND AND LANDOWNERS                             | 25          |

END OF TABLE OF CONTENTS

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

**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 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 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.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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 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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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 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.



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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 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 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 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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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 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 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,

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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 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 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 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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

Documents that the Owner may, if it 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 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



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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 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.**

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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 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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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 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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

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 act or 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'

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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 Agreement (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

11.1.1. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of **\$1,000,000** per occurrence. This coverage must be maintained for two (2) years after contract expiration;

11.1.2. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of **\$1,000,000** per occurrence;

11.1.3. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of **\$1,000,000** per occurrence;

11.1.4. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by 11.1.1., 11.1.2., and 11.1.3. above in an amount of at least **\$1,000,000** per occurrence;

11.1.5. 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 two (2) years following the conclusion of work.

11.1.6. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION**  
**CONTRACT NO.: C006659**

11.1.7. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.

11.1.8. 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.

11.1.9. 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.

11.2. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at [vendors@oversightdistrict.org](mailto:vendors@oversightdistrict.org).

11.3. 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.

11.4. ADDITIONAL INSURED. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

11.5. 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.

11.6. 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.

11.7. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the Owner and its appointed board supervisors, officers, employees, and volunteers from and against liabilities, damages, losses and costs including but not limited to reasonable attorneys' fees 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 Services in strict compliance with the Contract Documents, unless such failure has been specifically waived by the District in writing upon final acceptance of the Services) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Agreement, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Services. The provisions of this paragraph shall survive the expiration or 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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT****GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION  
CONTRACT NO.: C006659**

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 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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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 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 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



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION  
 CONTRACT NO.: C006659

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 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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION  
 CONTRACT NO.: C006659

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.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – SEPTEMBER 2025 EDITION

CONTRACT NO.: C006659

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 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 ensure 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.

**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:**

TRAFFIC CONTROL DEVICES, LLC  
242 N. Westmonte Drive  
Altamonte Springs, Florida 32714 (hereinafter "Contractor")

**SURETY:**

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

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

**CONTRACT:**

Date: October 24, 2025  
Contract No. C006659  
Project: Traffic Signal Improvements Program 2026

Legal Description or Location of Project: Buena Vista Drive at Osceola Parkway Eastbound off ramp and Bonnet Creek Parkway at Overpass Road.

Contract Sum: ONE MILLION, SEVEN HUNDRED SIXTY THOUSAND, SIX HUNDRED FIFTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,760,650.00) (hereinafter "Contract")

**BOND:**

Date: October 24, 2025  
Amount: ONE MILLION, SEVEN HUNDRED SIXTY THOUSAND, SIX HUNDRED FIFTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,760,650.00) (hereinafter "Bond")

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

3. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.
4. The Surety and the Contractor further agree that this bond shall inure to the benefit of, and may be sued directly upon by, any Claimant furnishing labor, materials, services, utilities or equipment or any other item for which a construction lien could be claimed if Ch. 713, Florida Statutes applied to this Project.
5. "Claimant" shall mean for purposes hereof all persons, firms, partnerships, corporations or other entities that would be entitled to claim a construction lien if Ch. 713, Florida Statutes applied to this Project.
6. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
7. The sum of this Payment Bond is in addition to the sum of the Performance Bond being executed concurrently herewith.

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

**CONTRACTOR:**

TRAFFIC CONTROL DEVICES, LLC

[SEAL]

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

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

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

**SURETY:**

[SEAL]

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

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

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

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
PERFORMANCE BOND**

---

**OWNER:**

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

**CONTRACTOR:**

TRAFFIC CONTROL DEVICES, LLC  
242 N. Westmonte Drive  
Altamonte Springs, Florida 32714 (hereinafter "Contractor")

**SURETY:**

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

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

**CONTRACT:**

Date: October 24, 2025  
Contract No. C006659  
Project: Traffic Signal Improvements Program 2026

Legal Description or Location of Project: Buena Vista Drive at Osceola Parkway Eastbound off ramp and Bonnet Creek Parkway at Overpass Road.

Contract Sum: ONE MILLION, SEVEN HUNDRED SIXTY THOUSAND, SIX HUNDRED FIFTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,760,650.00) (hereinafter "Contract")

**BOND:**

Date: October 24, 2025  
Amount: ONE MILLION, SEVEN HUNDRED SIXTY THOUSAND, SIX HUNDRED FIFTY AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,760,650.00) (hereinafter "Bond")

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

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

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

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

**CONTRACTOR:**

TRAFFIC CONTROL DEVICES, LLC

[SEAL]

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

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

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

**SURETY:**

[SEAL]

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

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

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



**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: **Traffic Control Devices, LLC**

By \_\_\_\_\_

**Surety**

By \_\_\_\_\_

**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 # C006659  
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.**

## CONTRACTOR'S INTERIM AFFIDAVIT

Page 1 of 2

From: TRAFFIC CONTROL DEVICES, LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned 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.: C006659, dated October 24, 2025, for Traffic Signal Improvements Program 2026.
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: Traffic Control Devices, LLC

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

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

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

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

Page 2 of 2

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

From: TRAFFIC CONTROL DEVICES, LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006659, dated October 24, 2025, between CENTRAL FLORIDA TOURISM DISTRICT and TRAFFIC CONTROL DEVICES, LLC

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

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

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

CONTRACTOR’S REQUEST FOR INFORMATION

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

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

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

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

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

|          |                                                       |                             |
|----------|-------------------------------------------------------|-----------------------------|
| CATEGORY | _____ Information not shown on the Contract Documents | Contract Drawing Ref. _____ |
|          | _____ Interpretation of Contract Requirements         | Shop Drawing Ref _____      |
|          | _____ Conflict in Contract Requirements               | Specification Ref. _____    |
|          | _____ Coordination Problems                           | Other: _____                |

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

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

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

ENGINEER/ARCHITECT ASSIGNMENT

|           |             |
|-----------|-------------|
| To: _____ | Date: _____ |
|           | From: _____ |

ENGINEER/ARCHITECT RESPONSE

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

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

RESPONSE TO CONTRACTOR

|                |             |
|----------------|-------------|
| To: _____      | Date: _____ |
| Copy To: _____ | From: _____ |



**DIRECTIVE NO.**

CONTRACT NO: C006659

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

PROJECT: Traffic Signal Improvements Program 2026

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

CONTRACTOR: Traffic Control Devices, LLC

ATTACHMENTS:

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

Pursuant to the General Conditions of the Contract for Construction, you are hereby directed to proceed to perform the Work described above as indicated below. All work is to be accomplished in accordance with the Contract Documents. Any time extension associated with this Directive should be identified and a separate price stated to incorporate this change within the Contract completion date. Accurate records of any additional work, which may result in a change to the Contract Sum 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: Traffic Control Devices, LLC      Date

Copy: Contract File

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

Owner's Project Manager: Craig Sandt

CONTRACTOR: Traffic Control Devices, LLC  
CONTRACT NUMBER: C006659  
CHANGE ORDER NO. (Insert C.O. Number)

Close-Out Change Order  
Attachment A

**GENERAL RELEASE**

CONTRACT NO. C006659

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, TRAFFIC CONTROL DEVICES, LLC, the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "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 October 24, 2025, Contract No. C006659, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and TRAFFIC CONTROL DEVICES, LLC and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

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

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

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

\_\_\_\_\_  
Traffic Control Devices, LLC  
(Contractor)

\_\_\_\_\_  
Signature

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

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

CONTRACTOR: Traffic Control Devices, LLC  
CONTRACT NUMBER: C006659  
CHANGE ORDER NO. (Insert C.O. Number)

Close-Out Change Order  
Attachment B – Page 1

---

---

**CONTRACTOR'S AFFIDAVIT**

From: TRAFFIC CONTROL DEVICES, LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned deposes and says:

1. That they are over the age of eighteen (18) years, have 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. C006659, dated October 24, 2025, for the Traffic Signal Improvements Program 2026 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.

\_\_\_\_\_  
Traffic Control Devices, LLC  
(Contractor)

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

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

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

CONTRACTOR: Traffic Control Devices, LLC  
CONTRACT NUMBER: C006659  
CHANGE ORDER NO. (Insert C.O. Number)

Close-Out Change Order  
Attachment B – Page 2

**CONTRACTOR'S AFFIDAVIT - SCHEDULE A**

Date: (Insert Date)

From: Traffic Control Devices, LLC

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006659, dated October 24, 2025, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and Traffic Control Devices, LLC

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.

| <u>NAME</u> | <u>AMOUNT DUE AND OWING</u> | <u>OTHER</u> |
|-------------|-----------------------------|--------------|
|-------------|-----------------------------|--------------|

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

CONTRACTOR: Traffic Control Devices, LLC  
CONTRACT NUMBER: C006659  
CHANGE ORDER NO. (Insert C.O. Number)

Close-Out Change Order  
Attachment C

---

---

**WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST**

CONTRACTOR: Traffic Control Devices, LLC

CONTRACT NO. C006659

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: Traffic Control Devices, LLC  
CONTRACT NUMBER: C006659  
CHANGE ORDER NO. (Insert C.O. Number)

Close-Out Change Order  
Attachment D

CONTRACTOR'S GUARANTEE TO OWNER

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006659

Project: Traffic Signal Improvements Program 2026

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.

Traffic Control Devices, LLC  
(Contractor)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Local Representative to be contacted for service:

Contractor: Traffic Control Devices, LLC  
Name: \_\_\_\_\_  
Address: 242 N. Westmonte Drive  
Altamonte Springs, Florida 32714  
Telephone No.: \_\_\_\_\_

Close-Out Change Order  
Attachment E

---

**CONSENT OF SURETY TO FINAL PAYMENT**

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. C006659, dated October 24, 2025, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the Traffic Signal Improvements Program 2026 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.

Sincerely,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

Specification Section 00850 - List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
2026 Traffic Signal Improvements  
Contract: C006659

Section 00850  
List of Drawings and Specifications  
August 25, 2025

SECTION 00850  
LIST OF DRAWINGS AND SPECIFICATIONS

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

Project Manual

Entitled: 2026 Traffic Signal Improvements  
Dated: August 25, 2025

**DRAWINGS:**

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

**LIST OF DRAWINGS / MATERIALS:**

| DRAWING NO.                | DRAWING TITLE                              | ISSUE DATE | EOR        |
|----------------------------|--------------------------------------------|------------|------------|
| 2024 Traffic Signal Design |                                            |            |            |
| 1                          | KEY SHEET                                  | 11/22/2024 | DRMP, INC. |
| 2                          | SIGNATURE SHEET                            | 11/22/2024 | DRMP, INC. |
| 3                          | PAY ITEM SUMMARY                           | 11/25/2024 | DRMP, INC. |
| 4                          | GENERAL NOTES                              | 11/22/2024 | DRMP, INC. |
| 5                          | GENERAL NOTES                              | 11/25/2024 | DRMP, INC. |
| 6                          | GENERAL NOTES                              | 11/22/2024 | DRMP, INC. |
| 7                          | PROJECT NETWORK CONTROL                    | 10/11/2024 | DRMP, INC. |
| 8                          | PROJECT NETWORK CONTROL                    | 10/11/2024 | DRMP, INC. |
| 9                          | ROADWAY, SIGNING AND PAVEMENT MARKING PLAN | 11/22/2024 | DRMP, INC. |
| 10                         | SIGNALIZATION PLAN                         | 11/25/2024 | DRMP, INC. |
| 11                         | SIGNALIZATION PLAN                         | 11/21/2024 | DRMP, INC. |
| 12                         | SIGNALIZATION PLAN                         | 11/21/2024 | DRMP, INC. |
| 13                         | SIGNALIZATION PLAN                         | 11/21/2024 | DRMP, INC. |
| 14                         | SIGNALIZATION PLAN                         | 11/21/2024 | DRMP, INC. |
| 15                         | STANDARD MAST ARM TABULATION               | 11/25/2024 | DRMP, INC. |
| 16                         | STANDARD MAST ARM DATA TABLE               | 11/22/2024 | DRMP, INC. |
| 17                         | STRUCTURAL DEMOLITION PLAN                 | 11/22/2024 | DRMP, INC. |
| 18                         | DIRECTIONAL BORE DETAIL                    | 11/21/2024 | DRMP, INC. |
| 19                         | DIRECTIONAL BORE DETAIL                    | 11/21/2024 | DRMP, INC. |
| 20                         | DIRECTIONAL BORE DETAIL                    | 11/22/2024 | DRMP, INC. |
| 21                         | SERVICE POINT DETAILS                      | 11/22/2024 | DRMP, INC. |
| 22                         | SERVICE POINT DETAILS                      | 11/22/2024 | DRMP, INC. |
| 23                         | SIDEWALK DETAILS                           | 11/22/2024 | DRMP, INC. |

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
 2026 Traffic Signal Improvements  
 Contract: C006659

Section 00850  
 List of Drawings and Specifications  
 August 25, 2025

|    |                                     |            |            |
|----|-------------------------------------|------------|------------|
| 24 | TEMPORARY TRAFFIC CONTROL PLAN (1)  | 11/22/2024 | DRMP, INC. |
| 25 | TEMPORARY TRAFFIC CONTROL PLAN (2)  | 11/22/2024 | DRMP, INC. |
| 26 | REPORT OF SPT BORINGS FOR MAST ARMS | 10/11/2024 | DRMP, INC. |
| 27 | REPORT OF SPT BORINGS FOR MAST ARMS | 10/11/2024 | DRMP, INC. |
| 28 | REPORT OF SPT BORINGS FOR MAST ARMS | 10/11/2024 | DRMP, INC. |

**SUPPLEMENTAL ATTACHMENTS:**

The following list of supplemental attachments are applicable to the foregoing.

| ATTACHMENT NO. | SUPPLEMENTAL ATTACHMENT                                                                   | ISSUE DATE | ISSUER |
|----------------|-------------------------------------------------------------------------------------------|------------|--------|
| SA-01          | RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6) | 02/08/2023 | RCES   |
| SA-02          | 2025 CFTOD Insurance Requirements                                                         | 02/27/2025 | CFTOD  |
| SA-03          | District Traffic Signal Equipment Standards                                               | 09/16/2024 | CFTOD  |

**SPECIFICATIONS:**

The following list of specifications are applicable to the foregoing.

| SECTION NO.                                           | SECTION TITLE                                  | ISSUE DATE |
|-------------------------------------------------------|------------------------------------------------|------------|
| <b>DIVISION 00 – CONTRACT &amp; BIDDING DOCUMENTS</b> |                                                |            |
| 00850                                                 | List of Drawings and Specifications            | 08/25/2025 |
| <b>DIVISION 01 – GENERAL REQUIREMENTS</b>             |                                                |            |
| 01009                                                 | Project Specific Safety Plan Requirements      | 08/25/2025 |
| 01010                                                 | Summary of Work                                | 08/25/2025 |
| 01018                                                 | Owner Furnished Products                       | 08/25/2025 |
| 01019                                                 | Owner Purchased Products                       | 08/25/2025 |
| 01019A                                                | Owner Direct Purchase Routing Procedures       | 08/25/2025 |
| 01019B                                                | Contractor's Vendor Invoice Affirmation Letter | 08/25/2025 |
| 01019C                                                | Owner's Vendor Invoice Affirmation Letter      | 08/25/2025 |
| 01020                                                 | Electronic Document Processing Service         | 08/25/2025 |
| 01021                                                 | Allowances                                     | 08/25/2025 |
| 01041                                                 | Project Coordination                           | 08/25/2025 |
| 01045                                                 | Cutting and Patching                           | 08/25/2025 |
| 01050                                                 | Field Engineering                              | 08/25/2025 |
| 01100                                                 | Alternates                                     | 08/25/2025 |

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
 2026 Traffic Signal Improvements  
 Contract: C006659

Section 00850  
 List of Drawings and Specifications  
 August 25, 2025

|                                                                  |                                                                |                   |
|------------------------------------------------------------------|----------------------------------------------------------------|-------------------|
| 01202                                                            | Progress Meetings                                              | 08/25/2025        |
| 01310                                                            | Construction Schedule                                          | 08/25/2025        |
| 01315                                                            | Contract Time, Sequencing and Timing of Work                   | 08/25/2025        |
| 01325                                                            | Scheduling of Work                                             | 08/25/2025        |
| 01330                                                            | Submittal Procedures                                           | 08/25/2025        |
| 01340                                                            | Shop Drawings, Product Data and Samples                        | 08/25/2025        |
| 01370                                                            | Schedule of Values                                             | 08/25/2025        |
| 01410                                                            | Regulatory Requirements                                        | 08/25/2025        |
| 01420                                                            | References                                                     | 08/25/2025        |
| 01430                                                            | Soils Investigation                                            | 08/25/2025        |
| 01440                                                            | Quality Assurance and Quality Control                          | 08/25/2025        |
| 01455                                                            | Testing and Inspection Services                                | 08/25/2025        |
| 01500                                                            | Temporary Construction Facilities                              | 08/25/2025        |
| 01560                                                            | Erosion Control and Dewatering                                 | 08/25/2025        |
| 01560A                                                           | SFWMD Dewatering Permit Notification                           | 08/25/2025        |
| 01560B                                                           | Turbidity Monitoring Plan Requirements                         | 08/25/2025        |
| 01630                                                            | Substitutions and Product Options                              | 08/25/2025        |
| 01640                                                            | Product Handling and Protection                                | 08/25/2025        |
| 01700                                                            | Project Closeout                                               | 08/25/2025        |
| 01710                                                            | Cleaning                                                       | 08/25/2025        |
| 01720                                                            | Project Record Documents                                       | 08/25/2025        |
| 01730                                                            | Execution                                                      | 08/25/2025        |
| 01750                                                            | Starting and Adjusting                                         | 08/25/2025        |
| 09870                                                            | Protective Coatings for Carbon Steel Light Poles and Mast Arms | 08/25/2025        |
| <b>DIVISION 02 &amp; 03 – SECTION 1 – ROADWAY SPECIFICATIONS</b> |                                                                | <b>11/22/2024</b> |
|                                                                  | FDOT Specification Reference and Modifications                 | 08/25/2025        |
| CFTOD 528                                                        | Specification for Portland Cement Concrete Sidewalk            | 08/25/2025        |
| 02240                                                            | Dewatering                                                     | 08/25/2025        |
|                                                                  | Soils Stabilization/Dust Control                               | 08/25/2025        |
|                                                                  | Section 32 84 23 Landscape Irrigation                          | 08/25/2025        |

**END OF SECTION 00850**



SA-01



RCES Underground Construction Rules In  
the Vicinity of CFTOD Electric Utilities

Rev 6

NOTICE

THE INFORMATION IN THIS DOCUMENT INCORPORATES PROPRIETARY RIGHTS OF THE COMPANY. ANY PARTY ACCEPTING THIS DOCUMENT ACKNOWLEDGES THAT IT CONTAINS PROPRIETARY CONFIDENTIAL INFORMATION AND AGREES THAT IT SHALL NOT BE DUPLICATED IN WHOLE OR IN PART, NOR DISCLOSED TO OTHERS, WITHOUT WRITTEN CONSENT OF THE COMPANY.



|                                                    |         |                                                                                    |              |
|----------------------------------------------------|---------|------------------------------------------------------------------------------------|--------------|
| TITLE                                              |         | RCES Underground Construction Rules In<br>the Vicinity of CFTOD Electric Utilities |              |
| SIZE<br>A                                          | DWG NO. |                                                                                    | REV<br>6     |
| FILENAME: RCES Construction Rules [Revision 6].doc |         |                                                                                    | SHEET 1 OF 7 |

**RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)**

| CHANGE HISTORY |                                                                                                              |            |
|----------------|--------------------------------------------------------------------------------------------------------------|------------|
| Revision       | Reason for Change                                                                                            | Date       |
| Rev 4          | Initial Release                                                                                              | 03-11-2017 |
| Rev 5          | Updated during 5G roll-out to allow for soft dig excavation up to TX pad without outage. Added summary table | 04-18-2021 |
| Rev 6          | Complete revision including terminology for work around cables under concrete caps or wooden planks          | 02-08-2023 |

## TABLE OF CONTENTS

---

|     |                                          |   |
|-----|------------------------------------------|---|
| 1.0 | PURPOSE.....                             | 3 |
| 1.1 | NOTES.....                               | 3 |
| 1.2 | DEFINITIONS / GENERAL REQUIREMENTS ..... | 3 |
| 2.0 | 480V & BELOW ELECTRICAL LINES.....       | 4 |
| 3.0 | 12kV ELECTRICAL LINES.....               | 4 |
| 4.0 | 69kV ELECTRICAL LINES .....              | 5 |
| 5.0 | ELECTRICAL EQUIPMENT.....                | 6 |
| 6.0 | WORKING WITHIN MANHOLES .....            | 6 |
| 7.0 | SUMMARY TABLE USAGE NOTES .....          | 6 |
| 8.0 | SUMMARY TABLE .....                      | 7 |



SIZE  
A

REV  
6

FILENAME : RCES Construction Rules [Revision 6].doc

SHEET 2 OF 7

## RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)

### 1. Purpose:

These rules are to provide guidance for any work being performed in the vicinity of CFTOD electrical lines and equipment.

#### 1.1. **Notes:** 480V, 12kV or 69kV electrical line proximity conflicts will require an outage de-energizing the circuit unless the conditions described below are met.

- Outage requests should be scheduled through RCES via email to the [wdw.rces.outage.request@disney.com](mailto:wdw.rces.outage.request@disney.com)
- Requests should be submitted as far in advance as practical but must be submitted:
  - at least seven (7) days before the proposed outage for 480V/12kV outages
  - at least ten (10) days before the proposed outage for 69kV outages
- Approvals will be granted based on resource availability
- For emergency requests, contact the RCES Energy Control Center (ECC) at 407-824-4185.

#### 1.2. Definitions / General Requirements:

- **De-energized** is defined as free from any electrical connection to a source of potential difference and from electrical charge
  - If de-energizing 12kV or 69kV electrical lines or equipment (transformers, etc.) is required, a pre-job briefing with the RCES Electric Operations team is required to confirm the scope of work
  - It is the contractor's responsibility to identify the energy source for all 480V and below electrical lines
- **Hand dig** is defined as any excavation using hand shovels to break up soil or earth for removal
  - Shovels must be made with non-conductive handles to protect the operator from the potential for electrical shocks resulting from contact with energized lines
- **Soft dig** is defined as any excavation using tools or equipment that utilize air or water pressure as the direct means to break up soil or earth for removal by vacuum excavation
- **Soil Probe** is defined as a rod designed for easy penetration of and withdrawal from the ground and used for locating underground utilities and/or facilities
  - Soil probes must be made of non-conductive materials to protect the operator from the potential for electrical shocks resulting from contact with energized lines
  - Soil probes are not to be used as a substitute for soft dig excavation
- **Sunshine 811 Locate Ticket** is defined as the positive response summary provided to an excavator after they have contacted Sunshine 811 to provide dig site information and waited for member utilities to clear or mark the dig site.
  - Contractors must have a *Sunshine 811* Locate Ticket onsite before any excavation work or subsurface exploration can begin.
  - In addition to the utility location(s) provided through the *Sunshine 811* process, contractors are required to provide locate equipment or have locate services available (subcontracted) for soft dig and electric field detection.
- **Visual confirmation** is defined as verifying the accuracy of an object's attribute information through physical inspection of the object. For underground utilities and/or facilities, visual confirmation typically requires excavation to expose assets and to confirm their characteristics, including but not limited to horizontal and vertical location, size, material type, installation type, etc.
  - Contractors must obtain visual confirmation of the installation type for any existing circuit(s) within close proximity of proposed excavation limits and/or directional drill bore path(s)
  - This information will dictate whether the circuit will need to be de-energized prior to hand digging, excavating using heavy equipment, or directional drilling in the area
  - In the event that the installation type cannot be verified through visual confirmation, the contractor shall assume the circuit installation type is "direct buried", which will require de-energizing prior to hand digging, excavating using heavy equipment, or directional drilling in the area (as more thoroughly described in the guidelines below)
  - **NOTE:** The only approved method to obtain visual confirmation for an existing circuit WITHOUT an outage de-energizing the existing circuit is to utilize a soft dig method



SIZE  
A

DWG NO.

REV  
6

FILENAME: RCES Construction Rules [Revision 6].doc

SHEET 3 OF 7

**RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)**

**2. 480V & Below Electrical Lines:**

- All visual confirmation and excavation work requires a *Sunshine 811* locate ticket.
- **Visual Confirmation:**
  - *Approved Methodology:* Soft dig only
    - Visual confirmation via soft dig methodology may be performed while existing circuit is energized
  - *Purpose:* To verify location, elevation, and installation type of existing utility (e.g. direct buried cable or conduit)
  - *Close Proximity:* Contractors must obtain visual confirmation of existing utility at the following locations:
    - All proposed excavations and/or directional drill bore path(s) crossing an existing utility
    - At 20-foot intervals along any proposed excavation and/or directional drill bore path(s) parallel to and less than or equal to 3-feet horizontally from an existing utility
- **Once Visually Confirmed:**
  - Direct Buried Cable
    - An outage de-energizing the existing circuit is required for hand digging within 3-feet of the visually confirmed direct buried cable
    - Excavation utilizing heavy equipment is NOT allowed within 3-feet of the visually confirmed direct buried cable(s) under any circumstances
  - Conduit (this is the only CFTOD approved method for installation of 480V electrical lines)
    - Soft and/or hand digging is allowed within 3-feet of the visually confirmed conduit(s) WITHOUT an outage de-energizing the existing circuit
    - Excavation utilizing heavy equipment is NOT allowed within 3-feet of the visually confirmed conduit(s) under any circumstances

**3. 12kV Electrical Lines:**

- All visual confirmation and excavation work requires a *Sunshine 811* locate ticket.
- **Visual Confirmation:**
  - *Approved Methodology:* Soft dig only
    - Visual confirmation via soft dig methodology may be performed while existing circuit is energized
  - *Purpose:* To verify location, elevation, and installation type of existing utility (e.g. direct buried cable, cable under concrete caps or wooden planks, conduit, or concrete encased duct bank)
  - *Close Proximity:* Contractors must obtain visual confirmation of existing utility at the following locations:
    - All proposed excavations and/or directional drill bore path(s) crossing an existing utility
      - *All activities at crossings (open cut excavation and/or directional bore) require coordination with RCES Electric Operations*
    - At 20-foot intervals along any proposed excavation and/or directional drill bore path(s) parallel to and less than or equal to 3-feet horizontally from an existing utility
    - At 5-foot intervals along any proposed excavation and/or directional drill bore path(s) parallel to and less than or equal to 3-feet horizontally from an existing splice pit
- **Once Visually Confirmed:**
  - Direct Buried Cable (or Unconfirmed Installation Type)
    - An outage de-energizing the existing circuit is required for all proposed excavations and/or directional drill bore path(s) crossing the existing utility
    - An outage de-energizing the existing circuit is required for hand digging within 3-feet of the visually confirmed direct buried cable
    - Excavation utilizing heavy equipment is NOT allowed within 3-feet of the visually confirmed direct buried cable(s) under any circumstances
  - Cable Under Concrete Caps or Wooden Planks
    - Soft and/or hand digging is allowed within 3-feet of the visually confirmed concrete caps or wooden planks WITHOUT an outage de-energizing the existing circuit IF the work being performed is ABOVE the caps or planks

|                                                                                     |                                                      |         |              |
|-------------------------------------------------------------------------------------|------------------------------------------------------|---------|--------------|
|  | SIZE<br>A                                            | DWG NO. | REV<br>6     |
|                                                                                     | FILENAME: : RCES Construction Rules [Revision 6].doc |         | SHEET 4 OF 7 |

**RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)**

- IF the work to be performed is BELOW the caps or planks an outage de-energizing the existing circuit IS REQUIRED to verify the proximity of cables to the proposed work
  - Absolutely no heavy machinery, shovels, other hand tools, or probe rods of any sort are allowed to confirm the location of the cables below the concrete cap or wooden planks
- An outage de-energizing the existing circuit is required for all proposed excavations and/or directional drill bore path(s) crossing BELOW the existing utility
- An outage de-energizing the existing circuit is required for hand digging within 3-feet of the visually confirmed cables under concrete caps or wooden planks
- Excavation utilizing heavy equipment is NOT allowed within 3-feet of the visually confirmed cables under concrete caps or wooden planks under any circumstances
- Disturbance or removal of concrete caps or wooden planks requires prior coordination with RCES Electric Operations
- Conduit
  - Soft and/or hand digging is allowed within 3-feet of the visually confirmed conduit(s) WITHOUT an outage de-energizing the existing circuit
  - Excavation utilizing heavy equipment is NOT allowed within 3-feet of the visually confirmed conduit(s) under any circumstances
- Concrete Encased Duct Bank
  - Digging is allowed within 3-feet of the visually confirmed concrete encased duct bank(s) WITHOUT an outage de-energizing the existing circuit
  - Depending on width of excavation under the duct bank, support of the duct bank may be required.
    - Reinforced concrete duct bank: exposing 20' or more will require support.
    - Non-reinforced concrete duct bank: exposing 10' or more will require support.
    - If duct bank support is required, contact RCES and submit duct bank support design proposal for evaluation.

**4. 69kV Electrical Lines:**

- All visual confirmation and excavation work requires a Sunshine 811 locate ticket.
- **Visual Confirmation:**
  - Approved Methodology: Soft dig only
    - Visual confirmation via soft dig methodology may be performed while existing circuit is energized
  - Purpose: To verify location, elevation, and installation type of existing utility (e.g. direct buried cable, conduit, or concrete encased duct bank)
  - Close Proximity: Contractors must obtain visual confirmation of existing utility at the following locations:
    - All proposed excavations and/or directional drill bore path(s) crossing an existing utility
      - *All activities at crossings (open cut excavation and/or directional bore) require coordination with RCES Electric Operations*
    - At 20-foot intervals along any proposed excavation and/or directional drill bore path(s) parallel to and less than or equal to 10-feet horizontally from an existing utility
    - At 5-foot intervals along any proposed excavation and/or directional drill bore path(s) parallel to and less than or equal to 10-feet horizontally from an existing splice pit
- **Once Visually Confirmed:**
  - Direct Buried Cable (or Unconfirmed Installation Type)
    - An outage de-energizing the existing circuit is required for all proposed excavations and/or directional drill bore path(s) crossing the existing utility
    - An outage de-energizing the existing circuit is required for soft and/or hand digging within 10-feet of the visually confirmed direct buried cable
    - Excavation utilizing heavy equipment is NOT allowed within 10-feet of the visually confirmed direct buried cable(s) under any circumstances



SIZE  
A

DWG NO.

REV  
6

FILENAME: : RCES Construction Rules [Revision 6].doc

SHEET 5 OF 7

**RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)**

- o Conduit
  - An outage de-energizing the existing circuit is required for all proposed excavations and/or directional drill bore path(s) crossing the existing utility
  - An outage de-energizing the existing circuit is required for soft and/or hand digging within 10-feet of the visually confirmed conduit
  - Excavation utilizing heavy equipment is NOT allowed within 10-feet of the visually confirmed conduit under any circumstances
- o Concrete Encased Duct Bank
  - An outage de-energizing the existing circuit is required for all proposed excavations and/or directional drill bore path(s) crossing the existing utility
  - An outage de-energizing the existing circuit is required for soft and/or hand digging within 10-feet of the visually confirmed concrete encased duct bank
  - Excavation utilizing heavy equipment is NOT allowed within 10-feet of the visually confirmed concrete encased duct bank under any circumstances
  - Depending on width of excavation under the duct bank, support of the duct bank may be required.
    - Reinforced concrete duct bank: exposing 20' or more will require support.
    - Non-reinforced concrete duct bank: exposing 10' or more will require support.
    - If duct bank support is required, contact RCES and submit duct bank support design proposal for evaluation.

**5. Electrical Equipment:**

- When any work activities (open cut excavation and/or directional bore, etc.) are proposed within 5' of electrical equipment (transformers, switches), contractor shall locate utilities in area and contact RCES to discuss construction parameters prior to proceeding with proposed work.
  - o NOTE: Soft dig method is required to determine utility locations for new installations up to the equipment pad unless all 12kV and service voltages are de-energized.
- When work is proposed inside the 480V or 208V secondary compartment
  - o A scheduled outage is required for entry
  - o Outage requests should be scheduled through RCES via email to [wdw.rces.outage.request@disney.com](mailto:wdw.rces.outage.request@disney.com)
  - o Requests should be submitted as far in advance as practical but must be submitted at least three (3) business days before the proposed outage.

**6. Working within Manholes:**

- Please reference the RCES Energized Electrical Manhole Entry Procedure

**7. Summary Table Usage Notes:**

- Read this document entirely prior to reviewing this table.
- Determine the voltage of the electric lines in question.
  - o If this is not known, you must contact the RCES team at [wdw.rces.outage.request@disney.com](mailto:wdw.rces.outage.request@disney.com) to determine your next steps.
- Determine the method of construction used to install the electric lines in question.
  - o If this is not known, you must assume the strictest result of **Direct Bury - Unprotected**.
- Visually confirm the exact location and method of construction of the electric lines in question by use of approved soft dig method via vacuum excavation.
  - o If this is not known, you must contact the RCES team at [wdw.rces.outage.request@disney.com](mailto:wdw.rces.outage.request@disney.com) to determine your next steps.
  - o Vacuum excavation is required at 20' intervals along the length of the excavation
- Use the Summary Table on the following page as a guide if you can confirm the steps above.

|                                                                                     |                                                      |         |              |
|-------------------------------------------------------------------------------------|------------------------------------------------------|---------|--------------|
|  | SIZE<br>A                                            | DWG NO. | REV<br>6     |
|                                                                                     | FILENAME: : RCES Construction Rules [Revision 6].doc |         | SHEET 6 OF 7 |



# **RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)**

## **8. Summary Table**

| Existing Buried CFTOD Electric Circuit  |                                                                     | Proposed Activity                                    |                                                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Voltage                                 | Visually Confirmed Installation Type                                | Parallel Horizontal Distance From Confirmed Location | Action                                                                                                                                        |
| 480V (or below) and 12kV Electric Lines | Direct Buried Cable (or Unconfirmed Installation Type)              | 3' or less                                           | OUTAGE REQUIRED (Contact RCES to coordinate) & only soft or hand digging allowed                                                              |
|                                         |                                                                     | Greater than 3'                                      | Outage not required, all digging methods allowed                                                                                              |
|                                         | Cable Under Concrete Caps or Wooden Planks ( <i>working above</i> ) | 3' or less                                           | Outage not required, but only soft or hand digging allowed                                                                                    |
|                                         |                                                                     | Greater than 3'                                      | Outage not required, all digging methods allowed                                                                                              |
|                                         | Cable Under Concrete Caps or Wooden Planks ( <i>working below</i> ) | 3' or less                                           | OUTAGE REQUIRED (Contact RCES to coordinate) & only soft or hand digging allowed                                                              |
|                                         |                                                                     | Greater than 3'                                      | Outage not required, all digging methods allowed                                                                                              |
|                                         | Cables in Conduit                                                   | 3' or less                                           | Outage not required, but only soft or hand digging allowed                                                                                    |
|                                         |                                                                     | Greater than 3'                                      | Outage not required, all digging methods allowed                                                                                              |
|                                         | Concrete Encased Duct Bank                                          | 3' or less                                           | Outage not required, all digging methods allowed, but duct bank may require support (Contact RCES to coordinate)                              |
|                                         |                                                                     | Greater than 3'                                      | Outage not required, all digging methods allowed                                                                                              |
| 69kV Transmission Lines                 | Direct Buried Cable (or Unconfirmed Installation Type)              | 10' or less                                          | OUTAGE REQUIRED (Contact RCES to coordinate) & only soft or hand digging allowed                                                              |
|                                         |                                                                     | Greater than 10'                                     | Outage not required, all digging methods allowed                                                                                              |
|                                         | Cable Under Concrete Caps or Wooden Planks ( <i>working above</i> ) | 10' or less                                          | OUTAGE REQUIRED (Contact RCES to coordinate) & only soft or hand digging allowed                                                              |
|                                         |                                                                     | Greater than 10'                                     | Outage not required, all digging methods allowed                                                                                              |
|                                         | Cable Under Concrete Caps or Wooden Planks ( <i>working below</i> ) | 10' or less                                          | OUTAGE REQUIRED (Contact RCES to coordinate) & only soft or hand digging allowed                                                              |
|                                         |                                                                     | Greater than 10'                                     | Outage not required, all digging methods allowed                                                                                              |
|                                         | Cables in Conduit                                                   | 10' or less                                          | OUTAGE REQUIRED (Contact RCES to coordinate) & only soft or hand digging allowed                                                              |
|                                         |                                                                     | Greater than 10'                                     | Outage not required, all digging methods allowed                                                                                              |
|                                         | Concrete Encased Duct Bank                                          | 10' or less                                          | OUTAGE REQUIRED (Contact RCES to coordinate), only soft or hand digging allowed, & duct bank may require support (Contact RCES to coordinate) |
|                                         |                                                                     | Greater than 10'                                     | Outage not required, all digging methods allowed                                                                                              |

| Existing Buried CFTOD Electric Splice Pits                       | Proposed Activity |                                                                                  |
|------------------------------------------------------------------|-------------------|----------------------------------------------------------------------------------|
| Splice pit may or may not be under concrete cap or wooden planks | 10' or less       | OUTAGE REQUIRED (Contact RCES to coordinate) & only soft or hand digging allowed |

| Existing CFTOD Electrical Equipment | Proposed Activity |                                                            |
|-------------------------------------|-------------------|------------------------------------------------------------|
| Transformers or Switches            | 5' or less        | Outage not required, but only soft or hand digging allowed |
| 480V or 208V Secondary Cabinet      | Inside Cabinet    | OUTAGE REQUIRED (Contact RCES to coordinate) for entry     |

|                                                                                     |                                                      |         |              |
|-------------------------------------------------------------------------------------|------------------------------------------------------|---------|--------------|
|  | SIZE<br>A                                            | DWG NO. | REV<br>6     |
|                                                                                     | FILENAME: : RCES Construction Rules [Revision 6].doc |         | SHEET 7 OF 7 |



## **Traffic Signal Equipment Standards**

### **Traffic Cabinet**

Temple TS2 type 1, Size 6, 67" Double Door with Generator Compartment, photocell, power management (District alarm, preemption, District key, Slip resistant Laptop pad and relay configuration) ELS1008FLG2 or approved equivalent

Outside: Midnight Neutral

Inside: White

### **Traffic Controller**

Yunex - Blade or approved equivalent

### **Power Supply**

Siemens CPS105 or approved equivalent

Southern Manufacturing ITS Commander or approved equivalent

### **Malfunction Management Unit**

EDI - 16LEIP or approved equivalent

### **Loadswitch, Flasher & BIU**

EDI or approved equivalent

### **Video/Radar Detection – Iteris or approved equivalent**

Iteris Next

Processor – VantageNEXT Shelf – mount CCU

Monitor – Minimum of 10" Color Flat Screen Display

Surge – Iteris Surge Panel

Camera – VantageNEXT WDR, Vector or Radius Depending on Location

### **System Detection and Counters**

Currux or approved equivalent

### **Pedestrian Detection**

Polara Bulldog push button or approved equivalent

### **Data Aggregator / Travel Time Reader**

BlueTOAD AC/Ethernet or approved equivalent

### **Closed Circuit Television Camera**

HN-AIS-8300 PTZ Network Camera with HN-490BT POE injector or approved equivalent



### **Traffic Signal Indications**

Vehicular Signals – GE 12” LED Signals  
Transit Signal – GE 12” White LED Signals  
Pedestrian Signal – GE 16” Pedestrian Countdown

### **Illuminated Street Name Signs**

Southern Manufacturing Top Mount, LED Light Engine or approved equivalent  
Panel: Width 9’-0”, Height 24”, Legend White, Polycarbonate White,  
Film: Color Hunter Green (GMI CV 300-18)  
Body: Black  
Border: Width 1” with radius, Color white  
Text: Font FHWA Series E 8”UC, Word Spacing 8”, Upper and Lowercase letters

### **Traffic Signal Housing**

Vehicular Signal – McCain 12” Die Cast With Yellow Reflectorized Backplate

### **Opticom – Infrared and GPS**

GTT – 711 Opticom Infrared Detector  
GTT – 760 Power Supply Rack or approved equivalent  
GTT – 764 Multi-Mode Phase Selector or approved equivalent  
GTT – 768 Aux Interface Panel or approved equivalent  
GTT – 3101 Cabinet Mount GPS Radio Unit or approved equivalent  
GTT – 1070-1 Opticom Cable  
GTT – 721 Single or 722 Dual Infrared Detector

### **Uninterrupted Power Supply**

Temple SE48-2216 Aluminum enclosure with generator compartment, automatic transfer,  
slide out battery tray and interior light, Outside: Midnight Neutral  
Alpha FXM 1100 UPS w/ SNMP or approved equivalent  
Alpha Remote Battery Management System or approved equivalent

## **Network Equipment Standards**

### **Managed Field Ethernet Switch**

ITS Express 8042+ or approved equivalent  
ITS Express 8012-24+ or approved equivalent

### **Fiber Optic Cable**

Trunk Line – 96F single mode Corning Altos Cable (096EU4-T4701D20) or approved equivalent  
Drop – 12F single mode Corning Altos Cable (012EU4-T4701D20) or approved equivalent



### **Splice Enclosure & Terminations**

- Corning Splice Closure (SCF-6C22-01F) or approved equivalent
- Corning Splice Tray (SCF-ST-116) or approved equivalent
- Corning Connector Housing (CCH-CP12-59) or approved equivalent
- Corning Enclosure (CCH-01U) or approved equivalent

### **Fiber Drop**

- Custom Cable SC Pigtail or approved equivalent
- Fusion Splice not to exceed 0.10 loss per splice
- Corning Wall Mount Enclosure (SPH-01P) or approved equivalent

## **Pull Box & Conduit Standards**

### **Traffic Signals Pull Box – Quazite or Equivalent**

- Traffic Signal - “DISTRICT TRAFFIC CONTROL”
- Electrical – “DISTRICT TRAFFIC CONTROL”
- 13” x 24” x 12”
- 24” x 36” x 24”
- Pull boxes and vaults shall conform to FDOT Standards Index 635

### **Fiber Optic Communications Pull Box– Quazite or Equivalent**

- Traffic Fiber – “DISTRICT TRAFFIC CONTROL”
- 24” x 36” x 24” – Every 500’ with 50’ Slack
- 36” Round x 24” Vault – Every 2000’ with 100’ Slack
- Pull boxes and vaults shall conform to FDOT Standards Index 635

### **Conduit Type, Color & Labeling – 2” HDPE**

- Label: Pull Boxes 1-99, Conduits A-Z, Use Stamped Brass Label Tags starting from cabinet and working clockwise
- Traffic Signals – Grey Conduit
- Traffic Fiber – Orange Conduit

### **Pull Lines, Tracer and Grounding**

- Mule tape and #12 tracer wires will be furnished & installed in each separate pathway with grounding rods installed every 2000’. Grounding rods are to be installed until a maximum of 25 ohms is achieved at each location.

### **As-Builts**

- Conduits and pullboxes shall be geolocated in CAD, Shapefile and PDF format
- All splices, connection and terminations are to be noted in the as-builts
- Ground rod locations are to be noted in the as-builts

---

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 7.5

---

Board Meeting Date: 10/24/2025

**Subject:** Developer Agreement for Construction of Electrical Infrastructure to Service Project L

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

**Department:** Utility Services

---

**STAFF RECOMMENDATION** (Motion Ready): Approve **Agenda Item #7.5** Developer Agreement for Construction of Electrical Infrastructure to Service Project L and authorize the District Administrator to execute the agreement

---

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

---

**PROOF OF PUBLICATION:** N/A

---

**BACKGROUND:** Walt Disney Parks and Resorts U.S., Inc. (WDPR) is undertaking a project referred to as Project L. To support this development, electrical infrastructure is required to facilitate the provision of electric service. WDPR and the Central Florida Tourism Oversight District (CFTOD) have negotiated a Developer Agreement for the Construction of Electrical Infrastructure to Serve Project L, under which WDPR will design, permit, and construct the portion of the utility project at its sole expense, with no financial contribution from the District. The utility project includes an electric service yard and an underground duct bank and directional drill system, as detailed in Exhibit B of the agreement, to ensure reliable power delivery in compliance with District standards.

Upon completion and District approval, the infrastructure will be transferred to the District for ownership, operation, and maintenance. The agreement grants the District a permanent easement over WDPR's property for ongoing utility management. It also includes provisions for warranties, insurance, indemnification, and compliance with all applicable regulations.

**FINDINGS AND CONCLUSIONS:** Staff recommends Board approval of this agreement to enable the timely advancement of Project L while protecting the District's interests and ensuring no fiscal impact.

**FISCAL IMPACT:** N/A – Design and construction shall be at WDPR sole cost and expense.

**PROCUREMENT REVIEW:** N/A

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

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:**

- Developer Agreement

**PREPARED BY AND RETURN TO:**

**DEVELOPER AGREEMENT  
FOR CONSTRUCTION OF  
ELECTRICAL INFRASTRUCTURE TO SERVE PROJECT L**

THIS DEVELOPER AGREEMENT FOR CONSTRUCTION OF ELECTRICAL INFRASTRUCTURE FOR PROJECT L, (“**Agreement**”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate, whose address is 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida 32830, (“**District**”) and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, (“**Company**”). (The District and Company being a “**Party**” and collectively the “**Parties**”).

WHEREAS, Company owns certain property located within and adjacent to the Hollywood Studios Theme Park, consisting of approximately 1 acre; and

WHEREAS, Company is developing the Property as an expansion of the Hollywood Studios Theme Park (“**Project**”); and

WHEREAS, District owns property located contiguous to the Property (“**District Property**”); and

WHEREAS, in conjunction with the construction of the Project, the Company will design, procure and construct certain utility infrastructure on the Property and the District Property, (which will be dedicated to District for ownership and maintenance as provided herein), to facilitate District’s provision of electric service to the Project (“**Utility Project**”); and

WHEREAS, Company will design, permit and construct the Utility Project at its sole cost, with no financial contribution from District; and



WHEREAS, a general description of the Utility Project, showing land ownership, is shown and described in **Exhibit “A”**, attached hereto and made a part hereof by reference; and

WHEREAS, the parties hereto desire to memorialize their agreement.

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

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

2. Design and Construction. Company is solely responsible for the permitting, design, and construction of the Utility Project at its sole cost. In coordination with District, Company will design the Utility Project in substantial conformance with Exhibit “A”; however, the parties acknowledge that the scope described in Exhibit “A” may be modified based on mutually agreed-upon decisions made during the design process. Such modifications shall not operate to alter any other conditions of this Agreement, including District’s non-contribution to the cost of the Utility Project. During the design process, Company will submit construction plans for the Utility Project to District for review, comment, and approval at 50%, 90% and when issued for construction. Comments may include requests for additional information or documentation. Company shall provide all plans, details, and other information in support of the design. Final design plans must be signed and sealed by a Professional Engineer licensed and in good standing in the State of Florida. Company is responsible for locating all existing utilities through soft digging. Company is responsible for all geotechnical work required to complete the design. The parties acknowledge that the reviews, comments, and approvals required under this Paragraph are time-sensitive activities and need to be conducted or made promptly during the Company’s design of the Utility Project. Accordingly, each party agrees to respond within reasonable and customary time intervals to all requests for review, comment, and approval. District will provide, at its own cost, in-house staff to review, in a timely manner,

the design and inspect the infrastructure during construction. Company shall instruct its contractors not to bury any underground work until it has been inspected and approved by District. Company will comply with all applicable laws, rules, regulations, and reasonable engineering standards in designing and constructing the Utility Project, and Company will construct the Utility Project in substantial conformity with the construction plans, which shall be in accordance with District Utility Standards, approved and permitted by District as of the date the design is completed.

3. Warranty and Project Closeout Documentation

A. Warranty/Maintenance Bond. Upon completion of the Utility Project and prior to final approval by District, as provided in Paragraph 5 below, Company will obtain from the contractor for the Utility Project a one year warranty letter and either a performance or maintenance bond (in a form acceptable to District) on the materials and work performed. District will be named as an additional beneficiary of the warranty and bond. The commencement date of the warranty and bond will be the date upon which District notifies Company of its final approval, as described in Paragraph 5 below, unless otherwise agreed to by the parties.

B. Upon completion of the Utility Project and prior to final approval by District, as provided in Paragraph 5 below, Company shall submit the following documentation to District for review and approval:

(1) Plans and Surveys - Signed and sealed record drawings and surveys of all utility work constructed by Company under this Agreement, including certified “as built” surveys and certified “as built” drawings, including bore logs. Company shall also provide all modeling/simulation files and calculations associated with the design. If requested by District, Company shall execute an assignment of all plans.

(2) CAD Files - CAD files of all construction documents, including survey drawings, in .dwg format.

(3) Lien Releases and Final Contractor's Payment Affidavit - Lien releases from the construction contractor (and all subcontractors) reflecting payment in full for construction of the completed Utility Project and a Final Contractor's Payment Affidavit from the construction contractor.

(4) Permits - All required permits and associated documentation, including permit clearances. If requested by District, Company shall execute an assignment of any permits.

(5) Final Inspections and Agency Sign-Off - Evidence of completed final inspections by the Engineer of Record and sign-off from appropriate governmental agencies, including District. Company shall deliver to District any governmental certificates required for Utility Project completion or to evidence compliance with applicable laws, ordinances, rules, codes, regulations, and this Agreement, except for certificates or documentation issued by District.

(6) Bill of Sale(s) - Bill of Sale(s) transferring to District all assets to be owned and maintained by District, including an accurate description of each asset, its capital cost, and installation cost.

(7) Schedule of Values - The full Schedule of Values for all work where District-owned assets were installed.

4. Non-Conforming Work. In the event that work on the Utility Project is discovered by either party, its consultants or contractors, to be defective or otherwise non-conforming to the requirements of the approved construction plans, said party will promptly notify the other party of such defect or non-compliance. Thereafter, District will promptly determine, in its reasonable discretion, and with input from Company, whether such defect or non-conformity is material in nature. In the event that such defect or non-conformity is determined by District to be material in nature, then Company will, at its cost, cause such work to be removed and replaced with conforming work or otherwise remedy the materially non-conforming work to the satisfaction of District.

5. Final Approval. Upon completion of the Utility Project, Company will notify District and District will conduct an inspection of the work performed. The inspection of the work performed shall take place no more than ten (10) business days upon notification by the Company. Within five (7) business days after the review, District will notify Company, in writing, whether all work has been completed in substantial conformance with the approved and permitted construction plans and other applicable construction, permitting and engineering requirements. If District determines that any portion of the completed work is not in substantial conformance with the approved and permitted construction plans, District will identify the particular deficiencies which must be remedied prior to District's approval. Upon completion of the remediation work, Company will notify District and District will conduct an inspection of the remediation work. This process will continue until District either approves the entire Utility Project or District determines that the Utility Project, as constructed by the Company, cannot be approved.

Upon receipt of District's written notification of approval of the entire Utility Project, Company will cause the contractor to submit a final completion certification of the Utility Project. This certification must be accompanied by the As-Built drawings as well as any necessary documentation as described in Paragraph 3 above. Upon District's approval of the certification and attendant documents, District will notify Company of its final approval of the Utility Project.

Until District's final approval of the Utility Project, Company owns and assumes all responsibilities for maintenance and operation of the Utility Project, including any requirements imposed by governmental permits. Upon District's final approval, District will assume ownership and maintenance of the Utility Project.

6. Permanent Utility Easement in favor of District/Temporary Construction Easement in favor of Company. Upon either Party's request, Company and District will negotiate and execute a Permanent Utility Easement Agreement, whereby Company grants District an irrevocable, permanent easement over, under and upon the Property, as necessary to accommodate District's operation, maintenance, repair or replacement of the

Utility Project infrastructure. In the alternative, Company and District agree that the Right of Entry Agreement entered into between Company and District on October 15, 2015 authorizes the District to operate, maintain, repair and replace the portion of the Utility Project located on Company property. Company and District further agree to execute a Temporary Construction Easement Agreement, within ninety (90) days after Company's submittal to the District of a complete right of way permit application for construction of the Utility Project, whereby District grants Company a temporary easement over, under and upon the District Property, as necessary to accommodate Company's construction of the Utility Project. The Temporary Construction Easement will be in a form substantially similar to Exhibit "B," attached hereto. In addition, Company and District will cooperate in establishing access and staging protocol(s), including location details, for Company's construction of the Utility Project, as well as District's operation, maintenance, repair and replacement of the Utility Project after transfer of the infrastructure to District under Section 5, above.

7. Independent Contractors. Company, its agents, contractor(s), subcontractors or consultants, will perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of District, or its employees or representatives. All contractors or their subs shall be licensed and certified to work on the electric distribution system in compliance with all applicable local, State, and Federal regulations.

8. Insurance. Company will, (or Company will ensure that its contractor for construction of the Utility Project), at all times, maintain(s) general public liability insurance in the amount of Five Million Dollars (\$5,000,000.00) to afford protection to the District against any and all liability, including claims for personal injury, death or property damage arising directly or indirectly out of such work performed by Company or its agents, assigns, employees, contractors, subcontractors and anyone employed by any of them, or anyone for whose acts any of them may be liable. Company shall have the right to fulfill its obligations under this Paragraph through a self-insurance program.

9. Indemnification. Company will indemnify, release and hold harmless District, its agents, employees and elected and appointed officials, from and against all claims, damages, losses and expenses (including all costs and attorney's fees and all costs and attorney's fees on appeal), resulting from property damage, personal injury or death and arising out of or resulting from the design, permitting or construction of the Utility Project except to the extent said claims, damages, losses and expenses, arise from the negligence of District or any of its agents or employees. This provision shall survive termination of this Agreement.

10. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. Default. Failure by either party to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them respectively shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within sixty (60) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such sixty (60) day period, the defaulting party fails to commence to cure or remedy the default within such sixty (60) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

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



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

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

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

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

16. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, to the exclusion of Florida rules of conflicts of laws. Any legal proceeding brought by either Party against the other to enforce any right or obligation under this Agreement or arising out of any matter pertaining to this Agreement, 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.

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

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

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

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

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

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

**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

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

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

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

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

EXHIBIT "A"  
UTILITY PROJECT SCOPE

## EXHIBIT “A”

### UTILITY PROJECT DESCRIPTION

The scope of work contained in this **Exhibit A**, including the narrative and map shown below, defines the Utility Project.

To align with the Company’s accelerated schedule, the District proposes that Company provide Engineering, Procurement, and Construction (EPC) services for the civil site infrastructure supporting the electric utility.

The work to be performed includes (but may not be limited to):

1. Service Yard: **There are three yard locations; west yard, east yard and switch yard.** The Company shall be responsible for the EPC of an electric service yard, which will serve as the designated point of connection between the Company’s electrical infrastructure and the District’s utility system. This service yard will function as the primary interface for power delivery, containing all necessary equipment to support a safe, reliable, and code-compliant interconnection. The design and construction of the service yard must comply with all applicable national, state, and local electrical codes, including the National Electrical Code (NEC), NFPA standards, and RCES utility interconnection requirements. The facility must provide secure, clearly marked, and unobstructed access for both Company and District personnel to accommodate routine maintenance, inspections, and emergency response. Additionally, appropriate physical security measures such as perimeter fencing, lighting, and signage shall be incorporated to protect critical infrastructure and prevent unauthorized access. The Utility Project includes, but is not limited to, the following components associated with the service yard:

#### A. Foundations and Pads:

- **Transformer Pads:** Reinforced concrete pads to support heavy transformers, designed to handle weight and vibration, with oil containment features.
- **Switch Pads:** Concrete foundations for supporting switches (e.g., circuit breakers, disconnect switches) to ensure stability and alignment.
- **Equipment Pads:** Pads for other equipment like capacitor banks, voltage regulators, or reclosers.

**B. Ductbanks:**

- Underground concrete-encased conduit systems to route power cables, control cables, and communication lines between equipment or to external connections.
- Includes conduits and manholes/handholes for cable pulling and maintenance.

**C. Directional Bore Paths:**

- Underground bored conduit systems installed via horizontal directional drilling (HDD) to route power cables, control cables, and communication lines between equipment or to external connections, minimizing surface disruption.
- Includes entry and exit pits for drilling operations, reaming, and conduit pulling, with considerations for bore alignment, depth, and obstacle avoidance (e.g., existing utilities, waterways, or roads).

**D. Sweeps and Elbows:**

- **Conduit Sweeps:** Large-radius conduit bends used to transition cables from underground ductbanks to above-ground equipment or structures.
- **Elbows:** Smaller-radius bends for tighter transitions in conduit runs, often used in confined spaces or for specific equipment connections.

**E. Fencing and Security:**

- **Perimeter Fencing:** Chain-link or other fencing with barbed wire or anti-climb features to secure **the L1 and L2 yards only as noted in the attached depiction.**
- **Gates:** Access gates for vehicles and personnel, with locking mechanisms.
- **Security Barriers:** Bollards or crash-rated barriers to protect critical equipment from vehicle impact.

**F. Access Roads and Driveways:**

- Paved roads for vehicle access to equipment for maintenance, deliveries, or emergency response.
- Includes turnarounds or cul-de-sacs for large vehicles like cranes or transformer delivery trucks.

**G. Drainage Systems:**

- **Stormwater Drainage:** Ditches, culverts, or underground pipes to manage runoff and prevent flooding.
- **Oil Containment Systems:** Berms, sumps, or containment basins around transformers to capture potential oil spills.
- **Swales and Retention Ponds:** For managing stormwater runoff and ensuring compliance with environmental regulations.

#### H. **Yard Surfacing:**

- **Crushed Stone or Gravel:** Covers the yard to provide a stable, dust-free surface, reduce mud, and improve drainage.
- **Concrete Aprons:** Paved areas around critical equipment for maintenance access or spill containment.
- **Asphalt Paving:** Used in high-traffic areas or access roads for durability.

#### I. **Cable Trenches:**

- Open or covered trenches for routing cables above ground in areas where ductbanks are not feasible.
- Includes trench covers (concrete or composite) for safety and accessibility.

#### J. **Structural Supports:**

- **Steel Structures:** Galvanized steel frames or poles to support buswork, insulators, or overhead conductors.
- **Concrete Piers or Footings:** Foundations for steel structures, poles, or other tall equipment like lightning masts.
- **Dead-End Structures:** Reinforced supports for anchoring overhead lines entering or exiting the yard.

#### K. **Lighting and Lightning Protection:**

- **Lighting Poles and Foundations:** Concrete bases for high-mast or area lighting to ensure safe nighttime operations.
- **Lightning Masts or Shield Wires:** Structures to protect the yard from lightning strikes, with associated grounding.

#### L. **Manholes and Handholes:**

- Precast or cast-in-place concrete structures for accessing underground cables, splices, or control wiring.
- Includes covers (steel, composite, or concrete) rated for appropriate loads (e.g., pedestrian or vehicle traffic) even if not located in a roadway. All enclosures shall be traffic rated.

#### M. **Control Building or Enclosure:**

- A structure housing control panels, Supervisory Control And Data Acquisition (SCADA) systems, relays, and communication equipment.
- Includes HVAC, lighting, and fire suppression systems, with a concrete foundation and utilities.
- All control cabinets that are not located in a conditioned buildings shall include standalone conditioning units to maintain temperature and humidity levels in accordance with manufacturers requirements.



**N. Signage and Marking:**

- Concrete or metal bases for warning signs, equipment labels, or directional signs.
- Painted or embedded markings for underground utilities or hazardous areas.

**O. Erosion Control Measures:**

- Retaining walls, riprap, or geotextiles to prevent soil erosion, especially in sloped or high-runoff areas.
- Silt fences or sediment basins during construction to comply with environmental regulations.

**P. Bus Duct Supports:**

- Concrete or steel supports for above-ground bus ducts connecting major equipment like transformers or switchgear.

**Q. Cable Pulling Pits:**

- Dedicated pits or areas designed to facilitate the pulling of large power cables through ductbanks or conduits.

**R. Environmental Protection Features:**

- **Spill Containment:** Secondary containment systems (e.g., berms or liners) for oil-filled equipment.
- **Sound Barriers:** Walls or berms to reduce noise from transformers or other equipment in noise-sensitive areas.

**S. Utility Connections:**

- **Potable Water, Reclaimed Water, and Sewer:** For control buildings or maintenance facilities, including associated piping and manholes.
- **Communication Lines:** Conduits or poles for fiber optic or other communication infrastructure.

**T. Temporary Construction Features:**

- Temporary access roads, staging areas, or crane pads for construction or future equipment replacement.
- Includes compacted soil or gravel bases to support heavy equipment during installation.

2. Duct Bank: The Company shall be fully responsible for the EPC of a new underground duct bank system. This duct bank will originate at the electric service yard described above and shown on the sketch below, located along the west side of the new project site. The duct bank shall be designed and constructed as an 8-way, 6-inch conduit system, incorporating a grounded configuration to ensure electrical safety and compliance with District Utility Specifications and Construction Standards. The system shall be encased in concrete and include appropriate spacers, warning tape, and grounding conductors throughout its length. Additionally, system shall incorporate the use of either multi-chamber manholes or additional manholes as necessary to split the duct bank at access points and facilitate work on half of the circuits without the need to de-energize the other half. The routing of the duct bank shall be coordinated to avoid conflicts with existing utilities and infrastructure, and shall include provisions for future expansion, maintenance access, and thermal performance.
3. Directional Drill: The Company shall utilize directional drilling from the project site duct bank system, and will extend to the northeast through the Olaf parking lot within Disney's Hollywood Studios to the main entrance/exit and then south to the Victory Way substation (see attached sketch).

Notwithstanding the preceding terms of this Utility Project Description, the design of the Utility Project must be compliant with the District's utility standards as determined by District staff during the design process described in Paragraph 2 of this Agreement.



EXHIBIT "B"  
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 \_\_\_\_\_, a \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (“**Grantee**”).

### **WITNESSETH:**

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

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

**WHEREAS**, Grantor agrees to grant to Grantee this non-exclusive temporary easement on, over, under and across the portions of the Easement Area where the \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_, 20\_\_ (the “**Termination Date**”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

3. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee’s use of the Easement Area pursuant hereto. Furthermore,

except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

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

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

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

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

**d)** relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_. 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 \_\_\_\_\_, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

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

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



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

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

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

f) operate, maintain, replace, and repair the \_\_\_\_\_, 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 \_\_\_\_\_;

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

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

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

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

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantee, for and on behalf of itself and its employees,

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

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

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

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

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

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

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

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

the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the “**Additional Insured**”); and

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

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

Grantee shall have the right to fulfill its obligations under this Paragraph through a self-insurance program.

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

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

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

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

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

If to Grantee:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: ( \_ ) \_\_\_\_\_

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

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

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

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

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

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

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

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

[Notary Seal]

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

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

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

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

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

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

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

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

\_\_\_\_\_

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

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

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

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

[Notary Seal]

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

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

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



**EXHIBIT "A"**

**Description of Temporary Easement Area**

**EXHIBIT "B"**

**FORM OF RIGHT OF WAY PERMIT**

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

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

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

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

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

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

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

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

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

1. The work is within the corporate limits of a municipality. Yes ( ☐ ) No ( ☐ ) [Mark one]  
If Yes, indicate the name of the municipality \_\_\_\_\_
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on \_\_\_\_\_ to the following utilities/municipalities  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1920 East Buena Vista Drive, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all 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 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 (except in instances of Indemnitees' willful misconduct).
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: \_\_\_\_\_



---

# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 8.1

---

Board Meeting Date: 10/24/2025

**Subject:** Bond Issuance

**Presented By:** Chris Ferraro, Director of Reedy Creek Energy services

**Department:** Finance

---

**STAFF RECOMMENDATION** (Motion Ready): Approve **Agenda Item #8.1** Resolution No. 682  
Additional funding required by the Utilities Division of \$175,000,000

---

**DISTRICT'S RELEVANT STRATEGIC GOALS:** Quality of Place

---

**PROOF OF PUBLICATION:** Resolution was advertised on October 10, 2025, with Orlando Sentinel and the Florida Administrative Code & Florida Administrative Register

---

### BACKGROUND:

Additional funding is required by the Utilities Division of \$175,000,000. The funding titled Series 2025 Bonds can be categorized into three sections: (1) long lived (20+ year) asset replacements for essential utility systems at or near end-of-useful life; (2) capacity requirements to maintain the District's standard for redundancy in critical utility systems; and (3) system expansions to extend utility systems and support the connection of new customers.

The capital improvements to be financed with proceeds of the Series 2025 Bonds support 22 infrastructure projects across five of the District's utility systems, including chilled and hot water, electric, and wastewater and potable water.

### FINDINGS AND CONCLUSIONS:

The District intends to issue utility revenue in the municipal bond market. Pricing to be done with week of November 3, 2025, with closing scheduled for Tuesday November 25, 2025.

**FISCAL IMPACT:** Currently the Utilities Division has total outstanding debt of \$93,280,000 to be paid in full by 2038. With the issuance of the Series 2025 Bonds, outstanding debt will increase to \$264,220,000. The additional amount of debt will extend the payment schedule to 2045. Utility debt service is budgeted annually and funded with utility rates.

**LEGAL REVIEW:** A legal team including District Counsel, Bond Counsel, Disclosure Counsel and Underwriter Counsel has prepared and reviewed all required documents.

### SUPPORT MATERIALS:

- Resolution 682
- Form of Bond
- Form of Bond Purchase Agreement
- Form of Preliminary Offering Document
- Form of Dissemination Agent Agreement
- Exhibits with each document

Published Daily in  
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

**Sold To:**

Central Florida Tourism Oversight District - CU00123330  
PO Box 690519  
Orlando, FL 32869

**Bill To:**

Central Florida Tourism Oversight District - CU00123330  
PO Box 690519  
Orlando, FL 32869

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice  
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Oct 10, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

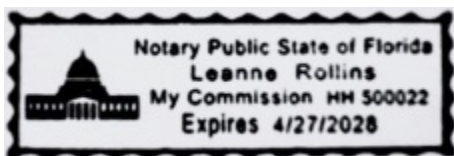
**Rose Williams**

Name of Affiant

Sworn to and subscribed before me on this 13 day of October, 2025,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

## NOTICE OF MEETING

YOU WILL PLEASE TAKE NOTICE on October 24, 2025 at 10:30am, or as soon thereafter as practicable, the Board of Supervisors of the Central Florida Tourism Oversight District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time and in addition to other business on the agenda, the Board of Supervisors will conduct a reading and public hearing on and consider for adoption:

Resolution No. 682; A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$190,000,000 AGGREGATE PRINCIPAL AMOUNT OF UTILITIES REVENUE BONDS CONSISTING OF (1) CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT UTILITIES REVENUE BONDS, SERIES 2025-1 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000 (THE "SERIES 2025-1 BONDS"), AND (2) CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TAXABLE UTILITIES REVENUE BONDS, SERIES 2025-2 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000 (THE "SERIES 2025-2 BONDS," AND COLLECTIVELY WITH THE SERIES 2025-1 BONDS, THE "SERIES 2025 BONDS"), TO PAY THE COSTS OF IMPROVEMENTS TO THE UTILITY SYSTEM AND TO PAY RELATED COSTS AND THE COST OF REQUIRED DEPOSITS INTO THE SERIES 2025-1 COSTS OF ISSUANCE ACCOUNT AND THE SERIES 2025-2 COSTS OF ISSUANCE ACCOUNT, RESPECTIVELY, AND, IF NECESSARY, THE DEBT SERVICE RESERVE ACCOUNT; AUTHORIZING THE CHAIR, THE DISTRICT ADMINISTRATOR, A DEPUTY DISTRICT ADMINISTRATOR OR THE CHIEF FINANCIAL OFFICER (THE "DISTRICT OFFICIALS") TO AWARD THE SALE OF THE SERIES 2025 BONDS ON A NEGOTIATED BASIS; APPROVING THE FORM AND CONTENT OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT WITH RESPECT TO THE SALE OF SERIES 2025 BONDS, INCLUDING THE FORM OF AN "UNOFFICIAL COMPOSITE TRUST INDENTURE FOR UTILITY REVENUE BONDS" TO BE INCLUDED THEREIN; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2025 BONDS; APPOINTING A DISCLOSURE DISSEMINATION AGENT AND APPROVING THE FORM AND CONTENT OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT RELATING TO THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF (i) A TWENTY-FIFTH SUPPLEMENTAL TRUST INDENTURE PROVIDING FOR THE ISSUANCE OF THE SERIES 2025-1 BONDS AND OTHER MATTERS RELATED THERETO, AND A TWENTY-SIXTH SUPPLEMENTAL TRUST INDENTURE PROVIDING FOR THE ISSUANCE OF THE

FOR THE ISSUANCE OF THE SERIES 2025-2 BONDS AND OTHER MATTERS RELATED THERETO; AUTHORIZING THE OBTAINING AND ACCEPTANCE OF ONE OR MORE COMMITMENTS FOR THE ISSUANCE OF POLICIES OF BOND INSURANCE; AUTHORIZING DISTRICT OFFICIALS TO DO ALL ACTS NECESSARY AND PROPER FOR CARRYING OUT THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the public meeting and hearing to be heard with respect to the proposed resolution. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with a disability who wishes to attend or participate in a public meeting. In accordance with the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires an accommodation, including an auxiliary aid or service for effective communication, to participate in the meeting should contact the District Clerk at (407) 828-3548, or [www.oversightdistrict.org](http://www.oversightdistrict.org), no later than 1 business day before the scheduled meeting to ensure that the District has sufficient time to accommodate the request. In addition, Resolution No. 682 is available for public inspection and copying at the District offices 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. Please contact the District Clerk at (407) 828-3548, or [www.oversightdistrict.org](http://www.oversightdistrict.org), for further information.

By: Alycia M Mills, District Clerk  
Central Florida Tourism Oversight  
District  
10/10/2025 7880341

7880341



## Orlando Sentinel



## Public Hearing Notices

**NOTICE OF LANDOWNERS' MEETING AND ELECTION OF THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Bella Tara Community Development District (District), the location of which is generally described as comprising a parcel or parcels of land containing approximately 6,600 acres, north of Lake Tohopekaliga, south of Kissimmee Park Road and west of Ronald Reagan Turnpike in Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing 10 or (3) persons to the District's Board of Supervisors (Board, and individually, Supervisor). Immediately following the landowners meeting there will be convened an organizational meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, appointment of staff including, but not limited to, manager, attorney and other such business deemed appropriate which may properly come before the Board.

DATE: November 4, 2025  
TIME: 1:00 p.m.  
PLACE: West Osceola Branch Library  
905 Campus Street  
Celebration, Florida 34747

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager at 219 E. Livingston Street, Orlando, Florida 32801. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meetings.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for the meeting may be obtained from the District Office at 219 E. Livingston Street, Orlando, Florida 32801, or by calling 407-841-4425, during normal business hours.

Any person requiring special accommodations to participate in this meeting is asked to contact the District Office at (407) 841-5524, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

George S. Flint  
District Manager  
Governmental Management Services –  
Central Florida, LLC  
10/10, 10/17/2025 7881409

**NOTICE OF MEETING**  
YOU WILL PLEASE TAKE NOTICE that on October 22, 2025 at 10:30am, or as soon thereafter, as practicable, the Board of Supervisors of the Central Florida Tourism Oversight District will meet for a regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time and in addition to other business on the agenda, the Board of Supervisors will conduct a reading and public hearing on and consider for adoption:

Resolution No. 682: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$190,000,000 AGGREGATE PRINCIPAL AMOUNT OF UTILITIES REVENUE BONDS, SERIES 2025-1 (1) CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT UTILITIES REVENUE BONDS, SERIES 2025-1 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000 (THE "SERIES 2025-1 BONDS"), AND (2) CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TAXABLE UTILITIES REVENUE BONDS, SERIES 2025-2 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000 (THE "SERIES 2025-2 BONDS"), AND COLLECTIVELY WITH THE SERIES 2025-1 BONDS, THE "SERIES 2025 BONDS," TO THE UTILITY SYSTEM AND TO PAY RELATED COSTS AND TO INCUR THE DEBT THEREON, AND TO PAY RELATED COSTS AND TO INCUR THE DEBT THEREON, AND TO DEPOSIT THE PROCEEDS OF THE SALE OF THE SERIES 2025 BONDS INTO THE SERIES 2025 COSTS OF ISSUANCE ACCOUNT AND THE SERIES 2025 COSTS OF ISSUANCE ACCOUNT, RESPECTIVELY, AND, IF NECESSARY, THE DEBT SERVICE RESERVE ACCOUNT, BUT NOT TO EXCEED THE CHAIR, THE DISTRICT ADMINISTRATOR, A DEPUTY DISTRICT ADMINISTRATOR, THE CHIEF FINANCIAL OFFICER (THE "DISTRICT OFFICIALS") TO AWARD THE SALE OF THE SERIES 2025 BONDS ON A NEGOTIATED BASIS, APPROVING THE FORM AND CONTENT OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT WITH RESPECT TO THE SALE OF THE SERIES 2025 BONDS, INCLUDING THE FORM OF "UNITED TRUST COMPOSITE TRUST INDENTURE FOR UTILITY REVENUE BONDS" TO BE INCORPORATED INTO APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2025 BONDS; DISSEMINATING A DISCLOSURE DISSEMINATION AGREEMENT TO THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A TWENTY-FIFTH SUPPLEMENTAL TRUST INDENTURE PROVIDING FOR THE ISSUANCE OF THE SERIES 2025-1 BONDS AND OTHER MATTERS RELATED THEREON, AND A TWENTY-SIXTH SUPPLEMENTAL TRUST INDENTURE PROVIDING FOR THE ISSUANCE OF THE SERIES 2025-2 BONDS AND OTHER MATTERS RELATED THEREON; AUTHORIZING THE OBTAINING AND ACCEPTANCE OF ONE OR MORE COMMITMENTS FOR THE ISSUANCE OF POLICIES OF BOND INSURANCE; AUTHORIZING DISTRICT OFFICIALS TO DO ALL ACTS NECESSARY AND PROPER FOR CARRYING OUT THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; PROVIDING CERTAIN INFORMATION WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the public meeting and hearing to be held with respect to the proposed resolution. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with a disability who wishes to attend or participate in a public meeting. In accordance with the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires an accommodation, including an auxiliary aid or service for effective communication, to participate in the meeting should contact the District Clerk at (407) 828-3548, or www.oversightdistrict.org, no later than 10 business days before the scheduled meeting to ensure that the District has sufficient time to accommodate the request. In addition, Resolution No. 682 is available for public inspection and copying at the District offices 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. Please contact the District Clerk at (407) 828-3548, or www.oversightdistrict.org, for further information.

By: Alycia M Mills, District Clerk  
Central Florida Tourism Oversight District  
10/10/2025 7880341

## FROM TRASH TO TREASURE

Find yours in the Classified Garage Sales listings.

# Legal Notices

## Dissolution of Marriage

DISSOLUTION OF MARRIAGE  
2024-DR-007291-0  
IN RE: THE MARRIAGE OF:  
SHARMICE WALTON  
Petitioner/  
and  
TERRANCE WALTON  
Respondent/  
**NOTICE OF ACTION FOR PETITION FOR DISSOLUTION OF MARRIAGE**  
To: **TERRANCE WALTON**  
7349 Beacon hill loop apt.1 orlando fl. 32818

YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defense, if any, to it on none none none, FL none, on or before 10/17/2025 and file the original with the clerk of this Court at 425 N. orange ave orlando Florida 32801 before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in the Petition.

Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request. You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Notice of Current Address, Florida Supreme Court Approved Family Law Form 12.91.5.) Future papers in this lawsuit will be mailed to the address on record at the clerk's office. **WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.**

Dated: 09/23/2025  
CLERK OF THE CIRCUIT COURT  
By: Orange county clerk of courts  
7875227 09/26/2025, 10/3/2025, 10/10/2025, 10/17/2025

## Notice to Creditors

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA PROBATE DIVISION CASE NO. 4820570000000000 IN RE ESTATE OF LISA ANN MORRISON, DECEASED.

NOTICE TO CREDITORS  
The administration of the Estate of Lisa Ann Morrison, Deceased, whose date of death was July 22, 2025, is pending in the Circuit Court for Orange County, Florida, Probate Division, the address of which is 425 N. Orange Avenue, Ste. 340, Orlando, FL 32801. The names and addresses of the Personal Representative and the Personal Representative's attorney are listed below. Creditors of the Decedent and other persons having claims or demands against Decedent's Estate on whom a copy of this Notice is required to be served must file their claims with this Court WITHIN THE LATER OF 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM. ALL OTHER CREDITORS OF THE DECEDENT AND OTHER PERSONS HAVING CLAIMS OR DEMANDS AGAINST THE ESTATE MUST FILE THEIR CLAIMS WITH THIS COURT WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE. IF ANY CLAIM IS FILED WITHIN THE TIME PERIODS SET FORTH IN SECTION 732.702 OF THE FLORIDA PROBATE CODE, IT WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DEATH IS BARRED.

The date of first publication of this notice is October 3, 2025. Personal Representative: Rose Ann Honemann, 819 Beachland Blvd., Vero Beach, FL 32963 Attorney for Personal Representative: Charles E. Garriss, 819 Beachland Blvd., Vero Beach, FL 32963 (772) 231-1995 E-mail: cegarriss@verotaxlaw.com

10/3/2025, 10/10/2025 7878429

## Fictitious Name

**NOTICE UNDER FICTITIOUS NAME**  
TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:

**Gravitate**  
under which (I am) (we are) engaged in business at 3140 Summer Sun Pl Apt 303, Orlando, FL 32824. That the (party) (parties) interested in said business enterprise is as follows:

**Michael Cottier**  
3140 Summer Sun Pl Apt 303, Orlando, FL 32824  
Dated at Orlando, Orange County / Florida, 06/22/1985  
7881446 10/10/2025

## NOTICE UNDER FICTITIOUS NAME

TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:

**Circle Christian School Winter Park**  
under which (I am) (we are) engaged in business at 1199 Clay Street, Winter Park, FL 32789 That the (party) (parties) interested in said business enterprise is as follows:

**Circle Christian School, Inc.**  
1491 East State Road 434 Suite 104  
Dated at Winter Springs, Seminole County / Florida, 09/08/2025  
7881623 10/10/2025

## Fictitious Name

**NOTICE UNDER FICTITIOUS NAME**  
TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:

**RUGGIE CAPITAL GROUP**  
under which (I am) (we are) engaged in business at 2100 LAKE EUSTIS DRIVE, TAVARES, FL 32778 That the (party) (parties) interested in said business enterprise is as follows:

**DESTINY WEALTH PARTNERS, LLC**  
2100 LAKE EUSTIS DRIVE, TAVARES, FL 32778  
Dated at TAVARES, Lake County / Florida, 10/8/2025  
7881820 10/10/2025

## NOTICE UNDER FICTITIOUS NAME

TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:

**KJMC ROBERTS HOLDINGS LLC**  
under which (I am) (we are) engaged in business at 832 Camargo Way Unit 101  
Dated at Altamonte Springs, Seminole County / Florida, 10/08/2025  
7881901 10/10/2025

## Sale Notices

**NOTICE OF PUBLIC SALE**  
Notice is hereby given that the undersigned will sell, to enforce a lien imposed on said property, units way Unit 101 That the (party) (parties) interested in said business enterprise is as follows:

**Kevin Roberts**  
832 Camargo Way Unit 101  
Dated at Altamonte Springs, Seminole County / Florida, 10/08/2025  
7881901 10/10/2025

## Public Notice

**NOTICE OF PUBLIC SALE**  
Notice is hereby given that the undersigned will sell, to enforce a lien imposed on said property, units way Unit 101 That the (party) (parties) interested in said business enterprise is as follows:

**Compass Self Storage**  
36622 County Road 19A  
Bed Bed from the dresser: Wilfredo Arroyo X-mas tree, grinch, metal door, transmission lugs; Dewi Barreto boxes, totes, clothing, Mattress, Hernandez Boxes, Safe; Property contained within the unit(s) will be sold to the highest bidder by an online auction at www.storage4treasures.com. Online bidding will begin on October 14th at 10 AM and will end on October 23 at 10 AM. The time of sale will be determined. Storage Rentals of America reserves the right to set minimum bids and to refuse bids. Please refer to www.storage4treasures.com for all other terms and conditions governing the bidding and auction process.  
10/3/25-10/10/25 7876647

**NOTICE OF PUBLIC SALE**  
Notice is hereby given that PODS Enterprises, LLC, located at 2132 MLK Jr Blvd Ste 1000, Sanford, FL 32771, will sell the contents of certain containers of a certain to the highest bidder, satisfy owner's lien. Auction will be held online at www.Storage4Treasures.com, starting on October 21, 2025 and ending on October 26, 2025. Contents to be sold may include general household goods, electronics, office & business equipment, furniture, clothing, and other miscellaneous property. Contents to be sold are stored by the following persons: (81000BX); Sylvia Acevedo (8129B61); Jimmy O Lanier (71403BX); Down Hill (107335BX).

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the circuit court. Owner has the right to recover possession by posting bond per. F.S. 559.917. Any proceeds in excess of lien will be deposited with clerk of courts.  
2015 MAZDA VIN#JM1GJ1W5XF1214453 Lien Amt \$5136.86  
10/10/2025 7881253

**NOTICE**  
Pursuant to F.S. 713.585 At 9:00AM on Nov 3, 2025 Billis Auto Center of Orlando Inc. 1710 N. Forsyth Rd. ORL, FL 32807, (407) 657-1808. Will sell the following vehicle(s) to Satisfy claim of lien. Seller reserves the right to bid and refuse any or all bids. Sold As-Is, no warranty. Seller guarantees no title. Terms cash. Satisfying the lien prior to sale may redeem said vehicle(s). You have a right to a hearing at any time prior to sale by filing a demand for hearing in the



## **RESOLUTION NO. 682**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$190,000,000 AGGREGATE PRINCIPAL AMOUNT OF UTILITIES REVENUE BONDS CONSISTING OF (1) CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT UTILITIES REVENUE BONDS, SERIES 2025-1 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000 (THE “SERIES 2025-1 BONDS”), AND (2) CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TAXABLE UTILITIES REVENUE BONDS, SERIES 2025-2 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000 (THE “SERIES 2025-2 BONDS,” AND COLLECTIVELY WITH THE SERIES 2025-1 BONDS, THE “SERIES 2025 BONDS”), TO PAY THE COSTS OF IMPROVEMENTS TO THE UTILITY SYSTEM AND TO PAY RELATED COSTS AND THE COST OF REQUIRED DEPOSITS INTO THE SERIES 2025-1 COSTS OF ISSUANCE ACCOUNT AND THE SERIES 2025-2 COSTS OF ISSUANCE ACCOUNT, RESPECTIVELY, AND, IF NECESSARY, THE DEBT SERVICE RESERVE ACCOUNT; AUTHORIZING THE CHAIR, THE DISTRICT ADMINISTRATOR, A DEPUTY DISTRICT ADMINISTRATOR OR THE CHIEF FINANCIAL OFFICER (THE “DISTRICT OFFICIALS”) TO AWARD THE SALE OF THE SERIES 2025 BONDS ON A NEGOTIATED BASIS; APPROVING THE FORM AND CONTENT OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT WITH RESPECT TO THE SALE OF SERIES 2025 BONDS, INCLUDING THE FORM OF AN “UNOFFICIAL COMPOSITE TRUST INDENTURE FOR UTILITY REVENUE BONDS” TO BE INCLUDED THEREIN; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2025 BONDS; APPOINTING A DISCLOSURE DISSEMINATION AGENT AND APPROVING THE FORM AND CONTENT OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT RELATING TO THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF (i) A TWENTY-FIFTH SUPPLEMENTAL TRUST INDENTURE PROVIDING FOR THE ISSUANCE OF THE SERIES 2025-1 BONDS AND OTHER MATTERS RELATED THERETO, AND A TWENTY-SIXTH SUPPLEMENTAL TRUST INDENTURE PROVIDING FOR THE ISSUANCE OF THE SERIES 2025-2 BONDS AND OTHER MATTERS RELATED THERETO; AUTHORIZING THE OBTAINING AND ACCEPTANCE OF ONE OR MORE COMMITMENTS FOR THE ISSUANCE OF POLICIES OF BOND INSURANCE; AUTHORIZING DISTRICT OFFICIALS TO DO ALL ACTS**



**NECESSARY AND PROPER FOR CARRYING OUT THE  
TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION;  
PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO;  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board desires to authorize and proceed with the issuance of its Utilities Revenue Bonds, Series 2025 (the “Series 2025 Bonds”), consisting of (A) Utilities Revenue Bonds, Series 2025-1 (the “Series 2025-1 Bonds”) to (i) pay the cost of certain capital improvements to the Utility System (as more specifically described on Schedule I to the hereinafter described Twenty-Fifth Supplemental Indenture, the “Series 2025-1 Improvements”), (ii) fund a deposit to the Debt Service Reserve Account, if necessary, and (iii) pay the costs of issuance of the Series 2025-1 Bonds; and (B) Taxable Utilities Revenue Bonds, Series 2025-2 (the “Series 2025-2 Bonds”) to (i) pay the cost of certain capital improvements to the Utility System (as more specifically described on Schedule I to the hereinafter described Twenty-Sixth Supplemental Indenture, the “Series 2025-2 Improvements” and together with the Series 2025-1 Improvements, the “Improvements”), (ii) fund a deposit to the Debt Service Reserve Account, if necessary, and (iii) pay the costs of issuance of the Series 2025-2 Bonds; and

**WHEREAS**, the Series 2025-1 Bonds are to be issued pursuant to the Trust Indenture, dated as of November 1, 1987 (the “1987 Indenture”), as supplemented and amended to the date hereof (the “Original Indenture”), between the District and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association and SunTrust Bank, a Georgia banking corporation), as trustee (the “Trustee”), as proposed to be supplemented by a Twenty-Fifth Supplemental Trust Indenture (the “Twenty-Fifth Supplemental Indenture”) between the District and the Trustee, a proposed form of which is attached hereto as **Exhibit A**; and

**WHEREAS**, the Series 2025-2 Bonds are to be issued pursuant to the Original Indenture, as proposed to be supplemented by a Twenty-Sixth Supplemental Trust Indenture (the “Twenty-Sixth Supplemental Indenture”), between the District and the Trustee, a proposed form of which is attached hereto as **Exhibit B** (the Original Indenture, the Twenty-Fifth Supplemental Indenture and the Twenty-Sixth Supplemental Indenture are collectively referred to as the “Trust Indenture”); and

**WHEREAS**, the Series 2025 Bonds will be secured by a first lien on the Trust Estate, as defined in the Trust Indenture, on a parity with the District’s Outstanding Utilities Revenue Bonds heretofore issued under the Original Indenture (the “Prior Bonds”); and

**WHEREAS**, the Board wishes to approve the form and content of and authorize the execution, subject to the conditions hereinafter set forth, of a Purchase Contract substantially in the form of **Exhibit C** (the “Purchase Contract”), with the underwriters named therein (the “Underwriters”), with respect to the Series 2025 Bonds; and

**WHEREAS**, the Board desires to approve the form and content of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the Series 2025 Bonds substantially in the form attached hereto as **Exhibit D**, to deem the same “final” for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) pursuant to the certificate substantially

in the form attached hereto as **Exhibit F**, and to authorize the execution and delivery of the final Official Statement relating to the Series 2025 Bonds (the “Official Statement”) with such changes from the Preliminary Official Statement as shall be necessary to reflect the pricing details of the Series 2025 Bonds and such other changes as are approved by the Chair, the District Administrator, a Deputy District Administrator or the Chief Financial Officer; and

**WHEREAS**, the Board wishes to approve the form of an “Unofficial Composite Trust Indenture for Utility Revenue Bonds” reflecting any and all changes from the 1987 Indenture to the date hereof, for inclusion in the Preliminary Official Statement and the final Official Statement; and

**WHEREAS**, the Board wishes to approve the form and content of and authorize the execution and delivery of the Twenty-Fifth Supplemental Indenture and the Twenty-Sixth Supplemental Indenture, providing, respectively, for the issuance of the Series 2025-1 Bonds and the Series 2025-2 Bonds and other matters, each substantially in the forms attached hereto; and

**WHEREAS**, the Board wishes to approve the form and content of and authorize the execution and delivery by the District of a Disclosure Dissemination Agent Agreement with Digital Assurance Certification, LLC in connection with the Series 2025 Bonds, substantially in the form attached hereto as **Exhibit G**; and

**WHEREAS**, because of the current volatile conditions existing in the market for obligations similar to the Series 2025 Bonds, and for the other reasons reflected in Section 3 (I), the Board finds it appropriate to delegate to any one of the Chair, the District Administrator, a Deputy District Administrator or the Chief Financial Officer, the authority to accept an offer from the Underwriters to purchase the Series 2025 Bonds pursuant to the terms of the Purchase Contract, if certain conditions set forth in this Resolution are met; and

**WHEREAS**, the Board desires to take certain other actions with respect to, and to make other authorizations related to, the issuance of the Series 2025 Bonds.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT:**

**Section 1.     Authority.** This Resolution is adopted pursuant to Chapter 2023-5, Laws of Florida, and other applicable provisions of law (collectively, the “Act”).

**Section 2.     Definitions.** Unless the context otherwise requires, all terms used herein in capitalized form shall have the same meanings ascribed to such terms in the Trust Indenture.

**Section 3.     Findings.** It is hereby ascertained, determined and declared that:

(A)     The District is empowered under the Act to own, operate and maintain utilities systems including water, wastewater, gas, electric, chilled water, hot water, and solid waste disposal utilities systems for the benefit of the District and to derive Gross Revenues therefrom. The District now owns or leases, operates and maintains the System and derives Gross Revenues therefrom.

(B) The District is authorized under the Act to issue bonds and use the proceeds thereof to pay the cost of the Improvements.

(C) It is necessary, advisable, desirable, and in the best interests of the District that the Series 2025 Bonds be authorized and issued (1) to finance the cost of the Series 2025-1 Improvements, in the case of the Series 2025-1 Bonds in an amount not to exceed \$95,000,000 and (2) to finance the cost of the Series 2025-2 Improvements, in the case of the Series 2025-2 Bonds in an amount not to exceed \$95,000,000.

(D) The cost of the Series 2025-1 Improvements and the Series 2025-2 Improvements includes all items of cost set forth in the definition of “Costs of the Project” in the Trust Indenture.

(E) Except for the pledge of the Trust Estate for the benefit of the Prior Bonds, the Trust Estate, including the Net Revenues of the System are not now pledged to or encumbered by any obligation secured on a parity with the Series 2025 Bonds, except in accordance with the terms hereof.

(F) The Series 2025-1 Bonds shall be issued pursuant to the Original Indenture, as supplemented by the Twenty-Fifth Supplemental Indenture, and the Series 2025-2 Bonds shall be issued pursuant to the Original Indenture, as supplemented by the Twenty-Sixth Supplemental Indenture, as *pari passu* additional bonds under Section 7.10 of the Trust Indenture and this Resolution shall constitute a “Series Resolution” within the meaning and for the purposes of the Trust Indenture.

(G) The principal of and interest on the Series 2025 Bonds and all of the reserve, sinking fund and other payments provided for in this Resolution, the Twenty-Fifth Supplemental Indenture and the Twenty-Sixth Supplemental Indenture will be paid solely from the Trust Estate, all as provided in the Trust Indenture, and neither the faith and credit nor the taxing power of the District, the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or premium, if any, or interest on the Series 2025 Bonds.

(H) The Series 2025 Bonds will not be issued until all conditions relating to the issuance of *pari passu* additional bonds under the Trust Indenture have been met, including, but not limited to, a certification of the Chief Financial Officer that the amount of Net Revenues, as adjusted pursuant to Section 7.10 of the Trust Indenture, received during any twelve (12) consecutive months of the eighteen (18) months immediately preceding the issuance of the Series 2025 Bonds, will be at least equal to one hundred ten percent (110%) of the Maximum Annual Debt Service on the Outstanding Bonds under the Trust Indenture (including for this purpose the Series 2025 Bonds).

(I) It is hereby found and declared that a negotiated sale of the Series 2025 Bonds is in the best interest of the District and is found to be necessary on the basis of the following reasons, as to which specific findings are hereby made:

(i) Due to the volatility of the municipal market for both tax-exempt and taxable bonds, including the market for tax-exempt obligations such as the Series 2025-1 Bonds and for taxable obligations such as the Series 2025-2 Bonds,

the District must be able to enter the market at the most advantageous time, rather than at a specific advertised date, thereby permitting the District to obtain the best possible prices and interest rates with respect to the Series 2025 Bonds.

(ii) Jefferies LLC, as managing underwriter (the “Managing Underwriter”), on behalf of the Underwriters has participated in structuring the issuance of the Series 2025 Bonds and can assist the District in attempting to obtain the most attractive financing for the District.

(iii) The nature of the financing of the System is a complex transaction which requires the assistance of an underwriter in obtaining credit enhancement upon terms and conditions favorable to the District and in dealing with prospective investors.

(J) It is hereby ascertained, determined and declared that it is in the best interest of the District to authorize the Chair, the District Administrator, a Deputy District Administrator or the Chief Financial Officer to accept an offer of the Managing Underwriter, on behalf of the Underwriters to purchase the Series 2025 Bonds at a negotiated sale upon the terms and conditions set forth herein and to be set forth in the Purchase Contract in accordance with the terms hereof.

(K) The Managing Underwriter, on behalf of the Underwriters will provide the District at the time of execution of the Purchase Contract with disclosure statements regarding the Series 2025 Bonds containing the information required by Section 218.385(6), Florida Statutes.

(L) The Managing Underwriter, on behalf of the Underwriters will assist the District in establishing the issue price of the Series 2025-1 Bonds and will execute and deliver to the District at closing an “issue price” certificate related thereto in form satisfactory to the Managing Underwriter, the District and the District’s bond counsel.

(M) The Series 2025 Bonds shall only be issued at a rate of interest not exceeding the maximum interest rate established pursuant to the terms of Section 215.84, Florida Statutes with respect to the Series 2025-1 Bonds, and Section 159.825(1)(d) with respect to the Series 2025-2 Bonds.

**Section 4. Resolution and Trust Indenture to Constitute a Contract.** In consideration of the acceptance of the Series 2025 Bonds authorized to be issued under the Trust Indenture by those who shall own the same from time to time, this Resolution and the Trust Indenture shall be deemed to be and shall constitute a contract between the District and the Owners of the Series 2025 Bonds. The covenants and agreements set forth herein to be performed by the District shall be for the equal benefit, protection and security of the Owners, and all Series 2025 Bonds issued under and pursuant to the Trust Indenture shall be of equal rank with and without preference or priority over or distinction between any such Authorized Bonds over any other except as expressly provided therein and herein.

**Section 5. Authorization of Improvements.** There is hereby authorized the Improvements as the same may be amended and supplemented, and subject to such modifications thereof and variations therefrom which, from time to time, may be determined by the Board to be necessary for or in the best interest of the District.

**Section 6. Authorization of Series 2025-1 Bonds.** Subject and pursuant to the provisions of the Original Indenture, as supplemented by the Twenty-Fifth Supplemental Indenture, this Resolution and any subsequent resolutions adopted by the Board in connection with the Bonds and prior to the issuance thereof, Bonds of the District to be known as “Central Florida Tourism Oversight District Utilities Revenue Bonds, Series 2025-1” are hereby authorized to be issued in an aggregate principal amount which shall not exceed \$95,000,000, to finance the cost of the Series 2025-1 Improvements. The authority to determine the aggregate principal amount of the Series 2025-1 Bonds subject to the limitation set forth herein and of each maturity of the Series 2025-1 Bonds to be issued is hereby delegated to the Chair or District Administrator, which terms shall be set forth in the Purchase Contract and the Twenty-Fifth Supplemental Indenture.

**Section 7. Authorization of Series 2025-2 Bonds.** Subject and pursuant to the provisions of the Original Indenture, as supplemented by the Twenty-Sixth Supplemental Indenture, this Resolution and any subsequent resolutions adopted by the Board in connection with Bonds and prior to the issuance thereof, Bonds of the District to be known as “Central Florida Tourism Oversight District Taxable Utilities Revenue Bonds, Series 2025-2” are hereby authorized to be issued in an aggregate principal amount which shall not exceed \$95,000,000, to finance the cost of the Series 2025-2 Improvements. The authority to determine the aggregate principal amount of the Series 2025-2 Bonds subject to the limitation set forth herein and of each maturity of the Series 2025-2 Bonds to be issued is hereby delegated to the Chair or District Administrator, which terms shall be set forth in the Purchase Contract and the Twenty-Sixth Supplemental Indenture.

**Section 8. Interest Rates and Redemption Terms of the Series 2025 Bonds.**

(a) The Chair, the District Administrator, a Deputy District Administrator or the Chief Financial Officer are each hereby authorized and directed to award the sale of the Series 2025-1 Bonds to the Underwriters and to approve the terms thereof, including, without limitation, the principal amounts thereof, the series designations thereof, the date or dates thereof, the interest rates with respect thereto, the maturity dates thereof, the purchase prices thereof and the redemption terms with respect thereto, *provided, however*, that:

(i) the principal amount of the Series 2025-1 Bonds shall not exceed \$95,000,000;

(ii) the final maturity of the Series 2025-1 Bonds shall be on or prior to October 1, 2045;

(iii) the purchase price of the Series 2025-1 Bonds shall not be less than 99.5% of the face amount thereof (exclusive of original issue premium and original issue discount);

(iv) the true interest cost rate for the Series 2025-1 Bonds shall not exceed 5.50% per annum.

Such specifications regarding the Series 2025-1 Bonds shall be conclusively evidenced by the delivery of the Twenty-Fifth Supplemental Indenture in accordance herewith.

(b) The Chair, the District Administrator, a Deputy District Administrator or the Chief Financial Officer are each hereby authorized and directed to award the sale of the Series 2025-2 Bonds to the Underwriters and to approve the terms thereof, including, without limitation, the principal amounts thereof, the series designations thereof, the date or dates thereof, the interest rates with respect thereto, the maturity dates thereof, the purchase prices thereof and the redemption terms with respect thereto, *provided, however*, that:

(i) the principal amount of the Series 2025-2 Bonds shall not exceed \$95,000,000;

(ii) the final maturity of the Series 2025-2 Bonds shall be on or prior to October 1, 2045;

(iii) the purchase price of the Series 2025-2 Bonds shall not be less than 99.5% of the face amount thereof (exclusive of original issue premium and original issue discount);

(iv) the true interest cost rate for the Series 2025-2 Bonds shall not exceed 6.00% per annum.

Such specification regarding the Series 2025-2 Bonds shall be conclusively evidenced by the delivery of the Twenty-Sixth Supplemental Indenture in accordance herewith.

**Section 9. Security for the Series 2025 Bonds.** The payment of the principal of and premium, if any, and interest on the Series 2025 Bonds shall be secured equally and ratably by a lien on and pledge of the Trust Estate under the Trust Indenture with the Prior Bonds and any other additional Bonds issued and Outstanding pursuant to Section 7.10 of the Trust Indenture, without preference, priority or distinction of any Bond over any other Bond and insofar as such lien on and pledge of the Trust Estate includes a lien on and pledge of the Net Revenues of the System with any Parity Obligations issued or to be issued under Section 7.10 of the Trust Indenture.

The Series 2025 Bonds and the obligation evidenced thereby shall not constitute a lien upon the District's System, or any part thereof, or on any other property of or in the District, but shall be limited obligations of the District secured solely by and payable solely from the Trust Estate. Neither the faith and credit nor the taxing power of the District or the State of Florida or of any political subdivision thereof is pledged to the payment of the principal of or premium, if any, or interest on the Series 2025 Bonds. The principal of or premium, if any, or interest on the Series 2025 Bonds shall not be deemed to constitute a general debt, liability or obligation of the District or the State of Florida or any political subdivision thereof.

**Section 10. Trust Indenture.** It is the intention of the District that the Series 2025 Bonds be and they are hereby designated to be issued pursuant to the terms of the Trust Indenture. Upon fulfillment of all of the terms and conditions of Section 7.10 of the Trust Indenture and the authentication by the Trustee of the Series 2025 Bonds, the Series 2025 Bonds shall be entitled to all of the benefits of the Trust Indenture as if such benefits were set forth fully in this Resolution.

**Section 11. Appointment of Trustee, Registrar and Paying Agent.** The District hereby appoints U.S. Bank Trust Company, National Association as the Trustee, Registrar and Paying Agent



in connection with the Series 2025-1 Bonds under the terms of the Twenty-Fifth Supplemental Indenture and in connection with the Series 2025-2 Bonds under the terms of the Twenty-Sixth Supplemental Indenture.

**Section 12. Authorization of Execution and Delivery of Twenty-Fifth Supplemental Indenture.** The District hereby approves the form and content of the Twenty-Fifth Supplemental Indenture. The Chair and the Secretary or the District Administrator, a Deputy District Administrator or the Chief Financial Officer, are hereby authorized and directed to execute and deliver, on behalf of the District, the Twenty-Fifth Supplemental Indenture substantially in the form attached hereto as **Exhibit A** with such changes, insertions or deletions and such completion of blanks therein as the officers executing the same, in their sole discretion, shall approve, including such provisions as may be necessary or desirable to provide for the rights of the municipal bond insurer, if any, providing insurance in connection with the Series 2025-1 Bonds, such execution to be conclusive evidence of such approval.

**Section 13. Authorization of Execution and Delivery of Twenty-Sixth Supplemental Indenture.** The District hereby approves the form and content of the Twenty-Sixth Supplemental Indenture. The Chair and the Secretary or the District Administrator, a Deputy District Administrator or the Chief Financial Officer, are hereby authorized and directed to execute and deliver, on behalf of the District, the Twenty-Sixth Supplemental Indenture substantially in the form attached hereto as **Exhibit B** with such changes, insertions or deletions and such completion of blanks therein as the officers executing the same, in their sole discretion, shall approve, including such provisions as may be necessary or desirable to provide for the rights of the municipal bond insurer, if any, providing insurance in connection with the Series 2025-2 Bonds, such execution to be conclusive evidence of such approval.

**Section 15. Authorization of Execution and Delivery of the Purchase Contract.** The District hereby approves the form and content of the Purchase Contract. Subject to the limitations contained herein, the Chair and the Secretary or the District Administrator, a Deputy District Administrator or the Chief Financial Officer, are authorized and directed to execute and deliver the Purchase Contract substantially in the form of **Exhibit C** with such changes, insertions or deletions and such completion of blanks therein as necessary to reflect the final pricing details of the Series 2025 Bonds, or as they, in their sole discretion, may approve, such execution to constitute conclusive evidence of such approval.

**Section 146. Authorization of Distribution of Preliminary Official Statement and Execution and Delivery of Final Official Statement.** The Board hereby approves the form and content of the Preliminary Official Statement attached hereto as **Exhibit D**, with such changes, insertions or deletions and such completion of blanks therein as the District Administrator, a Deputy District Administrator or Chief Financial Officer, in the sole discretion of each, may approve, (the execution of a certificate deeming the Preliminary Official Statement “final” as provided for below to constitute conclusive evidence of such approval), and approves the use and distribution of the Preliminary Official Statement in connection with the offering of the Series 2025 Bonds for sale. The Board also approves the form and content of the “Unofficial Composite Trust Indenture for Utility Revenue Bonds” attached hereto as **Exhibit E** for inclusion in the Preliminary Official Statement and the final Official Statement and use in connection with the offering of the Series 2025 Bonds for sale. The Chair is hereby authorized to execute, on behalf of the Board, a final Official Statement relating

to the Series 2025 Bonds with such changes, omissions and insertions from the form of Preliminary Official Statement as the officer or officers executing the same may, in his/her or their sole discretion, approve, such execution to be conclusive evidence of such approval. The use and distribution of the final Official Statement in connection with the offering and sale of the Series 2025 Bonds is hereby authorized. The District Administrator, a Deputy District Administrator or Chief Financial Officer is authorized to deem the Preliminary Official Statement “final”, other than Permitted Omissions within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, in the form as mailed or electronically distributed, and in furtherance thereof to execute a certificate evidencing same substantially in the form attached hereto as **Exhibit F**.

**Section 157. Agreement to Provide Continuing Disclosure.** The District hereby approves the form and content of an agreement between the District and Digital Assurance Certification, LLC for continuing secondary market disclosure in connection with the Series 2025 Bonds (the “Disclosure Dissemination Agent Agreement”). The Chair, the District Administrator, a Deputy District Administrator or Chief Financial Officer is hereby authorized and directed to execute and deliver the Disclosure Dissemination Agent Agreement substantially in the form of **Exhibit G** with such changes, insertions or deletions as the officer executing the same, in his or her sole discretion, may approve, such execution to constitute conclusive evidence of such approval.

**Section 16. Authorizations.** (A) The Chair, the Secretary, the District Administrator, a Deputy District Administrator or the Chief Financial Officer is hereby authorized and directed to execute all instruments, documents and contracts on behalf of the District, including, but not limited to the execution and delivery of documentation necessary or desirable in connection with the sale, execution and delivery of the Series 2025 Bonds, and which are specifically authorized by or are not inconsistent with the terms of this Resolution. The execution and delivery of the Purchase Contract by any one of the Chair, the District Administrator, a Deputy District Administrator or Chief Financial Officer shall be conclusive evidence of the Board’s approval of the final details, terms and prices of the Series 2025 Bonds.

(B) The Chair and the Secretary or the District Administrator, a Deputy District Administrator or the Chief Financial Officer, are hereby authorized and directed on behalf of the District to execute the Series 2025-1 Bonds and the Series 2025-2 Bonds (including any temporary bond or bonds) as provided in the Trust Indenture and any of such officers is hereby authorized and directed upon the execution of the Series 2025-1 Bonds in the form and manner set forth in the Twenty-Fifth Supplemental Indenture and herein and the Series 2025-2 Bonds in the form and manner set forth in the Twenty-Sixth Supplemental Indenture and herein, to deliver the Series 2025-1 Bonds and the Series 2025-2 Bonds in the amounts authorized to be issued hereunder, to the Trustee for authentication and delivery to or upon order of the Managing Underwriter pursuant to the Purchase Contract, upon payment of the purchase price and upon compliance by the Issuer and the Underwriters with the terms of the Purchase Contract.

(C) The Chair and the Secretary or the District Administrator, a Deputy District Administrator or the Chief Financial Officer, are hereby authorized to obtain and, if deemed advantageous to the District, execute the commitment of one or more municipal bond insurers to obtain a policy or policies of municipal bond insurance insuring all or any portion of the Series 2025-1 Bonds and/or the Series 2025-2 Bonds.

(D) The Chair and the Secretary or the District Administrator, a Deputy District Administrator or the Chief Financial Officer, are each designated as agents of the Board and the District in connection with the issuance and delivery of the Series 2025 Bonds and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Board and the District that are necessary or desirable in connection with the execution and delivery of the Series 2025 Bonds and for carrying out the transactions contemplated by this Resolution, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or the Trust Indenture or any action relating to the Series 2025 Bonds heretofore taken by the Board, including, without limitation, obtaining ratings for the Series 2025 Bonds from one or more nationally recognized ratings agencies. Such officers and those so designated are hereby charged with the responsibility for the issuance of the Series 2025 Bonds.

**Section 17. Severability.** If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

**Section 180. Controlling Law; Members of Governing Body of Issuer Not Liable.** All covenants, stipulations, obligations and agreements of the District contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the District to the full extent authorized by the Act and provided by the constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Board or the District in his or her individual capacity, and, to the extent permitted by law, neither the members of the Board nor any official executing the Series 2025 Bonds shall be liable personally on the Series 2025 Bonds or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the Board or such members thereof.

**Section 21. Repeal of Inconsistent Resolutions.** All resolutions or portions thereof previously adopted by the Board, which are inconsistent with the provisions of this Resolution are hereby repealed to the extent of such inconsistency.

**Section 192. Open Meetings.** It is hereby found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the Board, and that all deliberations of the Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

[Remainder of page intentionally left blank]

**Section 24. Effective Date.** This Resolution shall take effect immediately upon its passage in the manner provided by law.

This Resolution is hereby approved and adopted by the Board of Supervisors of the Central Florida Tourism Oversight District, this 24th day of October, 2025.

**CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

(SEAL)

---

Chair, Board of Supervisors

ATTEST

---

Secretary/District Administrator

**EXHIBIT A**  
**FORM OF TWENTY-FIFTH SUPPLEMENTAL INDENTURE**

**EXHIBIT B**  
**FORM OF TWENTY-SIXTH SUPPLEMENTAL INDENTURE**



**EXHIBIT C**  
**FORM OF PURCHASE CONTRACT**

**EXHIBIT D**  
**FORM OF PRELIMINARY OFFICIAL STATEMENT**

**EXHIBIT E**

**UNOFFICIAL COMPOSITE TRUST INDENTURE FOR UTILITY REVENUE BONDS**

## **EXHIBIT F**

### **FORM OF RULE 15c2-12 CERTIFICATE**

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**\$[\_\_\_\_\_] \* UTILITIES REVENUE BONDS, SERIES 2025-1**

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**\$[\_\_\_\_\_] \* TAXABLE UTILITIES REVENUE BONDS, SERIES 2025-2**

The undersigned, on behalf of Central Florida Tourism Oversight District (the “District”) hereby certifies and represents that (s)he is the duly appointed District Administrator of the District and is authorized to execute and deliver this Certificate, and further certifies on behalf of the District to the Underwriters as follows:

1. This Certificate is delivered to enable the Underwriters for the purchase of the Central Florida Tourism Oversight District Utilities Revenue Bonds, Series 2025-1 and Central Florida Tourism Oversight District Taxable Utilities Revenue Bonds, Series 2025-2 (collectively, the “Series 2025 Bonds”) to comply with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”) in connection with the offering and sale of the Series 2025 Bonds.

2. In connection with the offering and sale of the Series 2025 Bonds, there has been prepared a Preliminary Official Statement, dated the date hereof (the “Preliminary Official Statement”), setting forth information concerning the Series 2025 Bonds and the District.

3. As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the underwriter(s), and other terms of the Series 2025 Bonds depending on such matters.

4. The undersigned hereby deems the Preliminary Official Statement “final” as of its date, within the meaning of the Rule, except for the Permitted Omissions, and the information therein is accurate and complete except for the Permitted Omissions.

5. If, at any time prior to the execution of a Purchase Contract, any event occurs as a result of which the Preliminary Official Statement might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District will promptly notify the Underwriters thereof.

---

\* Preliminary, subject to change.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_ day of October, 2025.

CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT

---

District Administrator

## **EXHIBIT G**

### **FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT**