



AGENDA

November 21, 2025
10:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
November 21, 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 October 24, 2025 Meeting Minutes
 - 5.2 Approve the District Administrator's Employment Agreement and authorize the Board Chair to execute the agreement.
- 6. REPORTS**
 - 6.1 Management Report
- 7. GENERAL BUSINESS**
 - 7.1 Approve awarding three-year continuing service agreements to Harper Limbach LLC, Garney Companies Inc., and Southland Construction Inc. for as-needed urgent general construction, repair, and maintenance services and authorize the District Administrator to execute each contract in an amount not-to-exceed \$3,000,000
 - 7.2 Approve establishing the initial budget for the Studios South Central Energy Plant Expansion project in the amount of \$7,000,000; approve allowances for professional services of \$500,000; procurement of owner-furnished materials of \$1,500,000; and RCES design/support services fees of \$200,000; all with a 10% contingency for unforeseen issues, and authorize the District Administrator to execute the subsequent contracts for such allowances, all subject to the District closing on the Series 2025 Bonds previously approved on October 24, 2025 by Resolution No. 682
- 8. OTHER BUSINESS**

9. ADJOURN

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

AMERICANS WITH DISABILITIES ACT: The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with disabilities who wishes to attend or participate in public meetings. Anyone with a disability who requires a reasonable accommodation should contact the Clerk of the Board, by telephone at (407) 828-3548 or via email (DistrictClerk@oversightdistrict.org), no less than one business day (i.e. Monday through Friday, excluding legal holidays) in advance of the applicable meeting to ensure that the District has sufficient time to accommodate the request



Central Florida Tourism Oversight District

Board of Supervisors Meeting

REGULAR MEETING MINUTES

October 24, 2025

On Friday, October 24, 2025, the Central Florida Tourism Oversight District Board of Supervisors met in regular session at the Administration Office of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. The meeting was posted in accordance with Florida Statutes, and a quorum was present.

Board of Supervisors Present:

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

Via Virtual:

Supervisor Bridget Ziegler

CFTOD Staff:

District Administrator S.C. Kopelousos
Deputy District Administrator Mike Crikis
Chief Financial Officer Susan Higginbotham
Chief Strategic Officer Chad Colby
District Attorney Roy Payne
District Clerk Alycia Mills
Fire Chief Eric Ferrari
Director of Security and Emergency Management Tanya Naylor

1. Call to Order

Chair Yarbrough called the meeting to order at 10:30 a.m.

2. Opening Invocation

An invocation and message were delivered by Fire Chaplain Billy Dover.

3. Pledge of Allegiance

The Pledge of Allegiance was led by Wendy Duncan.

4. PUBLIC COMMENT

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

5. CONSENT AGENDA

There were no changes or objections under the consent agenda.

Motion: Supervisor Aungst moved to approve the Consent Agenda. Supervisor Gilbert second.

Vote: Motion carried unanimously.

6. REPORTS

6.1 Management Report

The District Administrator provided an update on Fire Prevention Week activities held on October 7 at Fire Station 1 and expressed appreciation for staff participation.

The Finance and Reedy Creek Emergency Services teams were recognized for their work in preparation for Resolution No. 682 to issue utility revenue bonds.

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

Horticulture Manager Jessie Mack Burns presented background information and scope on Item 7.1 and recommended Board approval for the District Administrator to execute the contract amendment not to exceed \$5,090,997.

Motion: Supervisor Aungst moved to approve Item 7.1. Supervisor Workman seconded

Vote: Motion approved unanimously

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

Chief Eric Ferrari presented on Item 7.2 and recommended Board approval to increase expenditures for fire rescue apparatus purchase utilizing rollover funds in the amount of \$441,676.

Motion: Supervisor Aungst moved to approve 7.2. Supervisor Workman seconded.

Vote: Motion approved unanimously

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

Chief Eric Ferrari presented background information on Item 7.3 and recommended Board approval for the District administrator to execute the purchase of two (2) Freightliner Road Rescue Ultramedic medium duty ambulances from Matheny Fire & Emergency.

Motion: Supervisor Aungst moved to approve 7.3. Supervisor Workman seconded.

Vote: Motion approved unanimously

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

Director of Construction Management Craig Sandt presented background information and scope on Item 7.4 and recommended Board approval for the District Administrator to execute Contract #C006659 with Traffic Control Devices, LLC, in the amount of \$1,760,650 plus 5% contingency for a total amount of \$1,848,683.

Motion: Supervisor Aungst moved to approve 7.4. Supervisor Workman seconded.

Vote: Motion approved unanimously

7.5 Approve a Developer Agreement for Construction of Electrical Infrastructure to Service Project L and authorize the District Administrator to execute the agreement

Director of Reedy Creek Energy Services Chris Ferraro presented agreement background on Item 7.5 and recommended Board approval for the District Administrator to execute the agreement for construction of electrical infrastructure to service Project L.

Motion: Supervisor Aungst moved to approve 7.5. Supervisor Workman seconded.

Vote: Motion approved unanimously

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

Chair Yarbrough opened the public hearing. Director of Reedy Creek Energy Services Chris Ferraro presented the item and discussed the Utility Capital Improvement Program. John Williams, Managing Director, Jefferies LLC, provided a Municipal Market Report.

District Counsel Roy Payne read the title of Ordinance/Resolution No. 682 in its entirety.

Chair Yarbrough opened the public comment portion of the hearing. There were no requests for public comment, and no public comment was made.

Chair Yarbrough asked the Board if there were any comments. There were none.

Motion: Supervisor Aungst moved approval of Resolution No. 682. Supervisor Workman seconded.

Roll Call Vote:

Supervisor Zeigler -Yes

Supervisor Aungst – Yes

Chair Yarbrough – Yes

Supervisor Workman – Yes

Supervisor Gilbert – Yes

Result: Motion passed unanimously.

9. OTHER BUSINESS

No other business was brought forward

10. ADJOURN

There being no further business, Chair Yarbrough adjourned the meeting at 10:57 a.m.

ATTESTED THIS 21st day of November

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: 11/21/2025

Subject: Amendment to Employment Agreement for District Administrator

Presented By: Roy Payne, District General Counsel

Department: Administration

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item 5.2**, approving the Amendment to Employment Agreement for District Administrator and authorizing the Chair of the Board of Supervisors of the Central Florida Tourism Oversight District to execute same.

BACKGROUND: On June 27, 2025, the Board authorized the Chair to negotiate the terms of a new or amended Employment Agreement with the District Administrator and bring the finalized document back to the Board for consideration.

FISCAL IMPACT: Funding is included in the District's FY26 budget and will be included in the District's future annual budgets as approved by the Board.

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

AMENDMENT ONE TO EMPLOYMENT AGREEMENT

This Amendment One to Employment Agreement is made and entered into this ____ day of _____, by and between the **Central Florida Tourism Oversight District**, a public corporation and public body corporate and politic of the State of Florida whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (hereinafter referred to as the “**District**”), and **Stavroula Kopelousos (“Executive”)** (collectively referred to as “**Parties**”)

NOW, THEREFORE, in consideration of the mutual covenants herein described, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Employment Agreement, dated March 27, 2024, between the District and the Executive, “**Employment Agreement**” is hereby amended as follows:

Article I. Section 3. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement will be March 27, 2024 (“Effective Date”), and the Agreement shall remain effective and continue in force and effect until December 31, 2030, and automatically renew thereafter on an annual basis, as provided hereafter during Executive’s employment and for the periods of time thereafter as set forth in this Agreement.

Article II. Section 5.2. Benefits. As of the Effective Date, Executive and her eligible dependents, as defined by applicable benefits plans, shall be eligible to participate in the District’s employee health benefit plans, and any retirement and other benefits plans, which are provided to other employees in similar positions. Executive understands that she must meet any and all eligibility requirements of the particularly benefit plan(s) as a condition of Executive’s participation in any such plan. The District may, in its sole discretion, change, modify, amend or terminate any of the benefits provided to its employees, including Executive, at any time in a manner which does not discriminate between Executive and other employees of the District who are eligible to participate in such benefits and as otherwise permitted by law.

The District shall provide an annual retention award upon the attainment of 3 years of service as Executive equal to 3% of the Executive’s total annual compensation. The first retention award will be provided on March 27, 2027, and annually thereafter. The amount of each year’s retention award shall be vested immediately upon the applicable date and distributed to retirement plans at the discretion of the Executive, in part, to allow the Executive to maximize deferred compensation opportunities as provided pursuant to Internal Revenue Service Code Sections 401(a), 403(b), and 457.

Article III. Effect; Conflicts. Except as modified herein, all other terms and provisions of the Employment 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 Amendment One and the provisions of the Employment Agreement, the provisions of this Amendment One shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment One to Employment Agreement on the dates indicated below and to be effective on the day and year specified herein.

Date

Stavroula Kopelousos

Date

Alexis Yarbrough, Chair
Central Florida Tourism Oversight District

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 11/21/2025

Subject: Emergency and Urgent Response Construction Services – Continuing Contracts

Presented by: Chris Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #7.1** awarding three-year continuing service agreements to Harper Limbach LLC, Garney Companies Inc., and Southland Construction Inc. for as-needed urgent general construction, repair, and maintenance services and authorize the District Administrator to execute each contract in an amount not-to-exceed \$3,000,000

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: August 21, 2025

BACKGROUND:

The District's Procurement & Contracting Department issued a Request for Proposal from experienced and qualified professional firms to provide all labor, materials, equipment, tools, supervision, transportation, and incidentals necessary to deliver emergency and urgent general construction, repair, and maintenance services for the District. Services will be performed on an as-needed, on-call basis in response to urgent conditions that require immediate attention to protect District property, maintain operations, or ensure public safety.

The exact scope of work and scale of the services will be defined during each project initiation and issued task work order.

The Contractor shall be qualified and equipped to respond rapidly to emergency and urgent calls for general construction and utility services, which may include, but are not limited to:

- Structural repairs and modifications
- Concrete and asphalt work, including demolition and restoration
- Excavation, trenching, and backfilling
- Site grading and stabilization
- Temporary structures, shoring, and safety barriers as required
- Coordination with other trades and District personnel
- Protection of existing facilities during construction
- Site cleanup and disposal of waste materials in compliance with environmental regulations
- Pipelining installation and repair
- Welding services
- High-temperature hot water system services and repairs
- Chilled water system services and repairs
- Boiler services and repairs
- Plumbing services and repairs
- Pipe fitting and stabilization
- Pipe protection
- Roadway depression investigation
- Underground utilities inspection, installation, and repair

- Hot tap/line stop services
- Hauling and disposal of excess materials
- Emergency or urgent response for minor repairs.
- All other related construction and repair tasks as required by the District during emergency situations

FINDINGS AND CONCLUSIONS:

On August 21, 2025, Request for Proposal #C006914 was released for emergency and urgent response construction services as a continuing contract to general, building, mechanical, and underground utility contractors.

Five (5) responses were received, reviewed, and discussed by a formal selection committee during a public meeting on September 19, 2025 at 9:30 AM.

Firms that achieved a minimum score of 90 points out of 100 are recommended for award of a contract. The results are as follows:

Vendor's	Location
Harper Limbach LLC	Lake Mary, FL
Garney Companies, Inc.	North Kansas City, MO
Southland Construction, Inc.	Apopka, FL
Diaz Constructors, Inc	Sebastian, FL
Wind River Environmental	Orlando, FL

The Utility Services department is requesting approval of Contract #C006914 with Harper Limbach LLC, Garney Companies, Inc, and Southland Construction, Inc.

The duration of each contract is 3 years, with a 2-year optional renewal.

FISCAL IMPACT:

Funding for this purchase will be on a task work order basis utilizing approved and budgeted funds.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

The contracts will be reviewed for form and legality by the District Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract– (Emergency and Urgent Response Construction Services - Continuing Contract) (PDF)



EMERGENCY AND URGENT RESPONSE CONSTRUCTION SERVICES
CONTINUING AGREEMENT

THIS AGREEMENT, is made effective as of November 21, 2025 by and between **Central Florida Tourism Oversight District** (herein referred to as the "Owner," "District" or "CFTOD"), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Harper Limbach LLC**, (herein referred to as the "Contractor"), whose mailing address is 1251 Waterfront Place, Suite 201, Pittsburgh, Pennsylvania 15222.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued a Request for Proposals ("RFP") No. C006914 on August 21, 2025 for emergency and urgent response construction service-continuing contract. Contractor shall provide emergency and urgent general construction, repair, and maintenance services as requested by the District over a three-year continuing contract term;

WHEREAS, five (5) proposers responded, and Harper Limbach LLC was a high-ranking firm. The Contractor was subsequently selected for one of the three continuing contracts for these services; and

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

1. DEFINITIONS.

A. Agreement. The term "Agreement" or "Contract" represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Section 10.

B. Services.

i. The term "Services" or "Work" as used in this Agreement shall be construed to include all Services set forth in **Exhibit A**, imposed upon the Contractor by this Paragraph and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed under this Agreement and where any Task Work Orders have been issued pursuant to Section 3 and where any Amendments have been issued pursuant to Section 10 of this Agreement.

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

C. General Conditions. The capitalized terms used herein may have the meanings set forth in the General Conditions for Construction (herein referred to as the "General Conditions"). References herein referring to numbered articles and paragraphs in the General Conditions shall be specified as such, however, references to sections refer to those in this Agreement.

2. **SCOPE OF SERVICES.** A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with **Exhibit A - Scope of Work** and the Exhibits outlined in Section 32 - Project Specifications and Section 33 - Contract Documents.

3. **CONTRACT TIME.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Term. This Agreement shall commence on **DECEMBER 1, 2025** and continue in effect for a term of **THREE (3) YEARS**, through and including **NOVEMBER 30, 2028**.



- B. **Optional Renewal.** The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
- C. **Initial Request.** Once a project has been identified, the Owner will request service. The Contractor shall respond on-site no later than the response timelines set forth in **Exhibit A - Scope of Work** unless Owner requests scheduled or future work.
- D. **Project Proposal.** The Contractor shall provide a detailed proposal utilizing the pricing outlined in **Exhibit B - Unit Price Schedule** with associated quantities for each line item. The detailed proposal shall be submitted to the Owner within twenty-four (24) hours after initial request. If Owner determines an emergency or urgent condition exists, Contractor will begin work under direction of Owner using the billing rates established in the Agreement while a formal proposal and Task Work Order is drafted for the project.
- E. **Task Work Orders for Projects.**
- i. **Individual Projects:** Contractor is required on-site based on the response timelines outlined in Exhibit A. In such cases, written authorization from the Owner's Representative (or designee) in the form of an email or text may be utilized as authorization to proceed. However, Contractor will still provide a proposal to Owner, and a Task Work Order will be completed to memorialize the services and pricing under the Agreement.
 - ii. **Scheduled/Future Projects:** If Owner requests service for a future date and does not require the emergency or urgent response timelines outlined in Exhibit A, Contractor shall not commence work until a Task Work Order is executed and provided by the Owner.
 - iii. Task Work Orders shall, by mutual agreement of the parties, set forth the: (a) scope of services for the individual project; (b) price breakdown; (c) project schedule; and (d) subcontractor/sub-consultant proposals, if applicable.
 - iv. Contractor shall complete assigned projects within the time limits specified in the Task Work Order and timelines shall be strictly enforced by Owner. At no time will Contractor be allowed to lag behind. Contractor will be expected to accurately track Contract Time and progress for each assigned project. Task Work Orders for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.
- F. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of Owner. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the Owner's Representative, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by Owner.
- G. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by Owner, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
- H. None of the provisions of this Section shall exclude Owner's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by Owner for the procurement of additional services.
4. **COMPENSATION.** Owner shall compensate the Contractor an amount not to exceed **THREE MILLION AND ZERO ONE-HUNDREDTHS DOLLARS (\$3,000,000.00)**, (the "Maximum Limiting Amount") for its Services and in consideration of the terms and conditions of this Agreement, and based on the amounts approved on executed Task Work Orders in accordance with rate schedule set forth in **Exhibit B - Unit Price Schedule**. Completed projects must be approved and agreed upon by the Owner's Representative before payment will be made.
- A. **Applications for Payment.** The Contractor shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "Payment Application Date"), deliver to the Owner an Application



for Payment in accordance with the provisions of Article 9 of the General Conditions. A progress report and updated project schedule must be submitted with each monthly Application for Payment indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event a project is suspended or abandoned.

- B. **Monthly Progress Payments.** The compensation amount under this Section shall be paid by Owner, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by Owner. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws. Prior to payment, the Owner’s Representative shall review and approve the Contractor’s Application for Payment, pursuant to Article 9 of the General Conditions. However, the Owner shall have no obligation to make payment if it has withheld approval as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Owner’s Representative approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in Section 218.735, Florida Statutes.
- C. **Project Schedule and Progress Reports (if requested by Owner).** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percentage of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- D. **Pricing Documentation.** Contractor shall provide any and all documentation required by Owner in connection with labor, materials, and equipment. Any pricing submitted for materials, equipment, or services provided by a subcontractor or supplier must be accompanied by comprehensive documentation to support the cost. This documentation shall include, but is not limited to, the following: (i) Manufacturer/Supplier Cost Data: Copies of actual quotes, invoices, or documented cost breakdowns from the manufacturer or supplier, detailing material costs, labor, equipment, and any other direct or indirect costs; and (ii) Subcontractor Proposals: Copies of all subcontractor proposals received for any portion of the Services.
- E. **Final Payments.** Final payment for each individual project shall be paid to the Contractor after completion of those items set forth in the TWO and/or Punch List and after Owner approval of the final Application for Payment for said project.
- F. **Invoice Form and Address.** All invoices shall be in the form required by Owner, reference the contract number, and shall be addressed appropriately as outlined below based on the Owner’s Representative/department the task work order/invoice pertains to:

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

- G. **Payment of Invoices.** The Owner’s Representative must review and approve all invoices prior to payment. Owner approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in sections 218.73 and 218.735, Florida Statutes, as applicable.
- H. **Withholding of Payment.** Owner reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and



has not been remedied or resolved in a manner satisfactory to the Owner's Representative; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within thirty (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

- I. Amendments to Services. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of this section; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same. Owner retains the right to reduce any portion of Contractor's Services at any time. Any additions or reductions to the Scope of Services and Not to Exceed Amount shall be in accordance with the provisions of Section 10 of this Agreement.
 - J. 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.
5. **LIQUIDATED DAMAGES.** As specified in Task Work Orders. Should the Contractor fail to achieve Substantial Completion by the date provided in Task Work Order, 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 (specified in Task Work Order, if applicable) 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.
6. **INSURANCE AND INDEMNIFICATION.**
- A. The Contractor shall at its expense procure and maintain during the life of this Agreement (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
 - i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence. This coverage must be maintained for two (2) years after contract expiration;
 - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
 - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
 - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;
 - v. If 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.



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- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
 - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
 - viii. If 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.
 - ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at vendors@oversightdistrict.org.
 - C. CANCELLATION. All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
 - D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
 - E. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
 - F. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
 - G. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the District 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.



7. **SUSPENSION OR TERMINATION.** Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the amount earned by it, plus any earned amounts for Additional Services performed pursuant to Sections 4 and 10, through the date of termination.
8. **NON-FUNDING.** In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.
9. **FORCE MAJEURE.**
 - A. 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.
 - B. 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.
 - C. 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.
10. **MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.**
 - A. An Amendment may consist of additions, deletions, or other modifications to the Agreement which shall be in writing and mutually agreed upon by both parties.
 - B. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue an Amendment which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Amendment, the Contractor shall promptly proceed with the Amendment, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Section 4 in this Agreement.
11. **REPRESENTATIONS.** Contractor hereby represents to Owner that: (A) it has the experience and skill to perform the Services as set forth in this Agreement; (B) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (C) it has by careful examination satisfied itself as to all other matters or things which could in any manner affect the performance of the Services.
12. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
 - A. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - B. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.



- C. The Deliverables (if any) shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Owner.
- D. Contractor shall comply with all applicable federal, state, and local laws, statutes, rules, codes, ordinances, agency regulations and orders of any public, quasi-public or other government authority including without limitation, the requirements of the Americans with Disabilities Act of 1990 ("ADA"), as same may be amended from time to time, which have jurisdiction and which are current at the time Contractor renders Services hereunder.
13. **ARCHITECT/ENGINEER.** Contractor shall refer to Plans and additional Specifications provided with each individual project, if any.
14. **PROTECTION OF PERSONS AND PROPERTY.**
- A. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
- B. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- C. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.
15. **OWNERSHIP OF WORK PRODUCT.**
- A. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Section 17 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.
- B. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral



rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

16. **BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.
17. **PROMOTION/CONFIDENTIALITY.** The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or 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 related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
18. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:
 - A. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.
 - B. Owner reserves the right to approve or disapprove the use of any Subcontractor for this Agreement.
 - C. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.
 - D. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.



all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

- B. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- C. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

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

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

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

23. **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.

24. **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. 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.

25. **LEGAL PROCEEDINGS.**

- A. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.
- B. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be 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 (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- C. If any provision 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.

26. **ASSIGNMENT.** 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.



27. **EFFECTIVE DATE.** 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.
28. **HEADINGS.** 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.
29. **ENTIRE AGREEMENT.** This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties. 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.
30. **WARRANTY.** Contractor warrants all labor, materials, and equipment furnished under the agreement are new, 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 project 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 project 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.
31. **PUBLIC CONSTRUCTION BOND.** Performance and Payment bonds will be required for any single task work order over \$200,000 and will be paid as a separate line item. Contractor shall include the line item for a bond in their proposal for individual projects of \$200,000 or more. In such cases, the Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. The Public Construction Bond must be recorded in the county where the project is located.
32. **PROJECT SPECIFICATIONS.** All work shall be in accordance with all applicable federal, state and local codes and regulations, including but not limited to the following specifications and documents, which are incorporated by reference:
- A. The Project Specifications listed below are available for viewing and download under Request for Proposals (RFP) No. C006914: Emergency and Urgent Response Construction Services - Continuing Contract at: <https://vendors.planetbids.com/portal/62171/bo/bo-detail/132296>, under documents.
- Central Florida Tourism Oversight District ("CFTOD") Project Specific Safety Plan ("PSSP") Requirements.
 - Reedy Creek Energy Services ("RCES") Contractor Safety Expectation - Confined Spaces, dated March 13, 2018.
 - Reedy Creek Energy Services ("RCES") Lockout/Tagout ("LOTO") Program, including Appendix 1-4.
- B. In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.



33. CONTRACT DOCUMENTS.

A. The Contract Documents which comprise the entire understanding between the Owner and Contractor, shall only include (1) this Agreement; (2) those documents listed in this Section as Exhibits to this Agreement; and (3) those documents identified in the Project Specifications Section of this Agreement. Each Exhibit is incorporated herein by reference for all purposes.

- Exhibit A: Scope of Work (A-1 through A-4)
- Exhibit B: Unit Price Schedule (B-1)
- Exhibit C: Special Contract Conditions (C-1 through C-15)
- Exhibit D: General Conditions for Construction (D-1 through D-26)
- Exhibit E: Sample Forms (E-1 through E-8)
- Exhibit F: Contractor Proposal (F-1 through F-6)

B. If there is a conflict between the terms of this Agreement, Project Specifications and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Project Specifications and Exhibits. If there is a conflict between the Project Specifications and the Exhibits, the Project Specifications shall prevail.

C. If there is a conflict between the terms of the Exhibits the order of precedence is as follows: (1) Exhibit A, (2) Exhibit C, (3) Exhibit D, (4) Exhibit E, (5) Exhibit B, then (6) Exhibit F.

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

OWNER
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONTRACTOR
HARPER LIMBACH LLC

Signature: _____
As authorized by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: November 21, 2025

Signature: BILL BROCKENBROUGH

Print Name: BILL BROCKENBROUGH

Title: Sr VP Branch Manager

Date: November 19, 2025

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006946

SECTION 1. SCOPE OF WORK OVERVIEW

- 1.1 Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and incidentals necessary to provide emergency and urgent general construction, repair, and maintenance services for the District over a three-year continuing contract term.
- 1.2 Services will be performed on an as needed, on-call basis in response to urgent conditions that require immediate attention to protect District property, maintain operations, or ensure public safety.

SECTION 2. SCOPE OF WORK

- 2.1 The Contractor shall respond rapidly to emergency and urgent calls for general construction and utility services, which may include, but are not limited to:
 - A. Structural repairs and modifications
 - B. Concrete and asphalt work, including demolition and restoration
 - C. Excavation, trenching, and backfilling
 - D. Site grading and stabilization
 - E. Temporary structures, shoring, and safety barriers as required
 - F. Coordination with other trades and District personnel
 - G. Protection of existing facilities during construction
 - H. Site cleanup and disposal of waste materials in compliance with environmental regulations
 - I. Pipe lining installation and repair
 - J. Welding services
 - K. High-temperature hot water system services and repairs
 - L. Chilled water system services and repairs
 - M. Boiler services and repairs
 - N. Plumbing services and repairs
 - O. Pipe fitting and stabilization
 - P. Pipe protection
 - Q. Roadway depression investigation
 - R. Underground utilities inspection, installation, and repair
 - S. Hot tap/line stop services
 - T. Hauling and disposal of excess materials
 - U. Emergency or urgent response for minor repairs
 - V. All other related construction and repair tasks as required by the District during emergency situations.
- 2.2 The specific scope of work shall be set forth in individual Task Authorizations issued by the Owner as needed. If Owner determines an emergency condition exists, Contractor will begin work under direction of Owner using the billing rates established in the Agreement while a formal proposal and Task Work Order is drafted for the project.
- 2.3 **Response:**
 - A. Contractor must be available 24/7/365 to respond to emergency calls.
 - B. Contractor should be able to mobilize and arrive on site within **two hours (2 HRS)** of notification by the District. Work shall be performed continuously until the emergency condition is resolved or stabilized, unless otherwise directed by the District. Urgent, but non-emergency work can mobilize and arrive on site in three to four hours (3-4 HRS).
- 2.4 Contractor shall provide detailed incident reports after completion of each emergency and urgent call, including before-and-after documentation.
- 2.5 The District may decide to Owner direct purchase any parts or materials for Contractor use during the term of the Agreement.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006946

SECTION 3. CONTRACTOR REQUIREMENTS

- 3.1 All work shall meet applicable codes, safety standards, and District specifications, even during emergency and urgent conditions. Work areas shall be always secure to ensure safety of District personnel and the public.
- 3.2 Comply with confined space entry and lock out/tag out safety requirements. Refer to RCES Lockout Tagout and RCES Confined Space documents in Section 32 - Project Specifications.
- 3.3 Contractor must have their Project Specific Safety Plan ("PSSP") accepted by CFTOD Safety prior to commencement of work. Refer to CFTOD PSSP Requirements in Section 32 - Project Specifications.
- 3.4 Contractor shall adhere to any and all RCES Specifications applicable to each specific project for a Task Work Authorization.
- 3.5 The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment ("PPE"), including but 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.
- 3.6 Contractor's service vehicle shall contain all parts, equipment, and materials necessary to perform services. Damage attributed to the Contractor shall be repaired immediately at no cost to the District.
- 3.7 Special access throughout property will need to be approved prior to work being performed at the Energy Plants.
- 3.8 Contractor must maintain valid licensing, accreditations, and certifications applicable to the services throughout the term of the Agreement.
- 3.9 Safety Training: The Contractor is 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.

SECTION 4. EMPLOYEES

The following applies to ALL contract work:

- 4.1 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 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.
- 4.2 All Contractor employees are expected to present a professional, businesslike image to clients, visitors, customers and the public. Contractor shall ensure that all vehicles and uniforms used by their staff are identified with company name and logo.
- 4.3 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.
- 4.4 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.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006946

- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 All services shall be approved by and scheduled through the District or its authorized representative.
- 4.10 All services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (b) all codes, rules, regulations, and requirements, of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

SECTION 5. TASK WORK ORDERS

- 5.1 Services will be requested as needed by District, and will be authorized on a Task Work Order (“TWO”) basis. Task Work Order review and approval process (sample “TWO” form included in **Exhibit E - Sample Task Work Order Form**):
 - A. The District will request written proposal from the Contractor. Written proposals must include the following:
 - 1. Scope of Services (should be detailed and outline all tasks);
 - 2. Itemized Pricing (should be detailed to ensure the rates are pursuant to Agreement);
 - 3. Project Schedule; and
 - 4. Subcontractor and/or sub-consultant proposals, if applicable.
 - B. If Owner determines an emergency condition exists, Contractor will begin work under direction of Owner using the billing rates established in the contract while a formal proposal and Task Work Order is drafted for the project.
- 5.2 Liquidated Damages & Notice to Proceed (“NTP”) dates will be negotiated for each project. Failures upon the part of the Contractor to complete the specific project within the time frame after receiving the Notice to Proceed (“NTP”) will be assessed Liquidated Damages per day in the amount the District will determine for each project.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006946

- 5.3 Task Work Orders will be assigned to contract holders on an alternating basis while utilizing a fair and balanced approach, while also considering the best qualified contractor for a particular job, at the sole discretion of the District.
- 5.4 The District does not guarantee the number of assignments, if any or the dollar value of fees for tasks that may be assigned. This Agreement shall be non-exclusive and without limitation upon the District to obtain services from third parties as the District deems appropriate in its sole discretion.

End of Exhibit A

Exhibit B
UNIT PRICE SCHEDULE
CONTRACT NO. C006946

In accordance with Article 12 of the General Conditions for Construction, the following Unit Price Schedule may be used for the Contract Work (individual projects) as the Owner may direct.

SECTION 1. LABOR RATES

The hourly wage rates shall be utilized for calculating the total cost of labor pursuant to this Agreement. All hourly wage rates set forth herein are inclusive of the Contractor’s overhead, profit and cost of all employee burdens, benefits, insurance and Worker’s Compensation coverage. The Contractor shall provide, if so required by Owner, as supporting data, evidence of the direct cost of labor, Contractor’s overhead, profit, and each category of employee burden, benefit and related cost.

- **Standard** labor shall be between the hours of 8:00 AM and 5:00 PM Eastern Standard Time, Monday through Friday.
- **Overtime** labor shall be between the hours of 5:01 PM and 7:59 AM Eastern Standard Time, Monday through Friday, and including all hours on the weekends.
- **Holiday** labor is all hours worked on District holidays.

Labor Category	UOM	Standard Rate (M-F, 8 AM – 5 PM)	Overtime Rate	Holiday Rate
Senior Foreman	HR	\$130.00	\$195.00	\$260.00
Foreman	HR	\$108.00	\$162.00	\$216.00
Journeyman	HR	\$93.00	\$139.50	\$186.00

SECTION 2. EQUIPMENT RATES

The table below lists each type of equipment to be utilized in the performance of the Work and the hourly, daily, and weekly rate corresponding to each. Each and every listed rate is an all-inclusive rate, which includes but is not necessarily limited to, the cost of purchasing, leasing, maintaining, licensing, transporting and fueling the equipment, the Contractor’s overhead and any profit to be derived by the Contractor from the use of the equipment pursuant to the Agreement, and is not subject to additional markup by the Contractor.

Each and every equipment rate shall remain in effect for the duration of the Contract and shall apply to both additions to and deletions from the Work (collectively, changes to the Work). Any costs for such equipment that are attributable to changes to the Work shall be computed on a net hourly, daily or weekly basis, as applicable, multiplied by the corresponding rate.

The rates applied in such computations shall be strictly applied in the following manner: the hourly rate shall be applied when the equipment is utilized for less than one (1) eight-hour day; the daily rate shall be applied when the equipment is utilized for more than one (1) but less than five (5) consecutive days; and the weekly rate shall be applied when the equipment is utilized for more than five (5) consecutive days but less than four (4) consecutive weeks which shall be applied on a prorated basis. The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment.

Equipment Description	Hourly Rate	Daily Rate	Weekly Rate
Welding Machine (w/50’ lead)	\$150.00	\$500.00	\$1,500.00
Trimble (survey)	\$150.00	\$750.00	\$2,000.00
Pipe Freeze Machine	\$250.00	\$1,000.00	\$2,500.00
ProPress Machine	\$75.00	\$500.00	\$1,600.00
3D Scanner (BIM modeling)	\$500.00	\$2,500.00	\$6,000.00

End of Exhibit B

Exhibit C
 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
 CONTRACT NO. C006946

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946**

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 District Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946

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.

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946****C. CHLOROFLUOROCARBONS (“CFCs”)**

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946

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

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

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

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

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

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946

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

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

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

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

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

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

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

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946

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

VIII. LOCK OUT/TAG OUT ("LOTO")

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

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

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

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

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

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

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

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

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

Exhibit C
 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
 CONTRACT NO. C006946

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

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

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

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

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

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

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

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

IX. FALL PROTECTION

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946**

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

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

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

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

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

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

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

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

X. AERIAL WORK PLATFORMS ("AWP")

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

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

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946**

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

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

Exhibit C
 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
 CONTRACT NO. C006946

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946

Emergency Locate Tickets:

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

XIV. MOBILE CRANES

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

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946

A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

Exhibit C

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006946**

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

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

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

XVII. 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

End of Exhibit C

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946****CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
GENERAL CONDITIONS FOR CONSTRUCTION****ARTICLE 1 - DEFINITIONS**

- 1.1. **AGREEMENT/CONTRACT.** The sum of all Contract Documents. It represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Modification, as defined below. The Agreement shall be referred to throughout the Contract Documents as the "Agreement" or "Contract."
 - 1.1.1. The Contract Documents consist of those documents specified in Section 33 of the Agreement.
 - 1.1.2. Modifications to the Agreement may be accomplished by: (a) Change Order; (b) Directive; or (c) any other written amendment to the Agreement signed by both parties. 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.
 - 1.1.3. A Change Order is a written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Agreement. A Change Order may be accompanied by and/or may identify additional or revised Drawings, sketches or other written instructions, which become and form a part of the Contract Documents by virtue of the executed Change Order. Except as otherwise provided in Subparagraph 1.1.4., a Change in the Work, or a change in the Contract Time or the Contract Sum shall become the subject of a Change Order.
 - 1.1.4. A Directive is a written document issued by the Owner and consisting of additions, deletions, clarifications or other written instructions issued by the Owner with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of the Owner. A Directive may include, but shall not be limited to, a bulletin, an engineering change, or other orders or instructions. Directives may become the subject of a Change Order, either singularly or collectively. Directives shall become the subject of a Change Order if they involve a Change in the Work, or a change in the Contract Time or the Contract Sum.
- 1.2. **ARCHITECT/ENGINEER.** The person or entity having a direct contract with the Owner to design the Project or a portion thereof and to produce the Project Plans and Specifications or portion thereof, as identified in Section 13 of the Agreement or the most current Modification thereto, together with its subconsultants.
- 1.3. **CONTRACTOR.** The Contractor is the person or organization identified as such in the Agreement. The Contractor shall so designate a sufficient number of Project representatives that there shall be at least one authorized representative on the Job Site at all times in which the Work is being performed including, without limitation, a project manager (herein referred to as the "Project Manager") who shall at all times have authority to act (in all capacities necessary for the Work) for and bind the Contractor.
- 1.4. **JOB SITE.** The Job Site shall mean the area in which the Work is to be performed and such other areas as may be designated by the Owner for the storage of the Contractor's materials and equipment.
- 1.5. **OWNER.** The Owner is the person or organization identified as such in the Agreement. The term "Owner," whenever it appears in the Contract Documents, means the Owner and/or the Owner's Representative acting on behalf or for the benefit of the Owner (except as otherwise specified in the Contract Documents or as the context otherwise requires); provided, however, that with respect to any provisions of the Agreement which require the Contractor to provide insurance for the protection of the Owner or to release the Owner from, or waive, any claims the Contractor may have against it, the term "Owner" shall mean the Owner and its supervisors, officers, employees, agents and assigns and the Owner's Representatives and its parent, related, affiliated and subsidiary companies, and the officers, directors, agents, employees and assigns of each.
- 1.6. **OWNER'S REPRESENTATIVE.** The Owner's Representative is the person or organization designated from time to time by the Owner to act as its representative as identified in Section 20 of the Agreement or the most current Modification thereto.
- 1.7. **PLANS.** Wherever the words "Plan," "Plan Set" or "Plans" are used in the Contract Documents, they shall be construed as having the same meaning as Drawing or Drawings.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

- 1.8. PROJECT. The Project is the total construction of which the Work may be the whole or a part.
- 1.9. PROVIDE. Except as the context otherwise requires, the term "provide" means to furnish, fabricate, complete, deliver, install and erect including all labor, materials, equipment, apparatus, appurtenances and expenses, necessary to complete in place, ready for operation or use under the terms of the Specifications.
- 1.10. SUBCONTRACTOR; SUB-SUBCONTRACTOR.
 - 1.10.1. A Subcontractor is a person or organization having a direct contract with the Contractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.
 - 1.10.2. A Sub-subcontractor is a person or organization having a direct or indirect contract (on any tier) with a Subcontractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.

ARTICLE 2 - THE CONTRACT DOCUMENTS

- 2.1. EXECUTION, INTENT AND INTERPRETATIONS.
 - 2.1.1. The Contractor warrants and represents that, in executing the Agreement and undertaking the Work, it has not relied upon any oral inducement or representation by the Owner, the Owner's Representative, the Architect/Engineer or any of their officers or agents as to the nature of the Work, the Job Site, the Project conditions or otherwise.
 - 2.1.2. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. If the Contract Documents do not specifically allow the Contractor a choice as to quality or cost of items to be furnished, but could be interpreted to permit such choice, subject to confirmation or approval by the Owner, they shall be construed to require the Contractor to furnish the best quality. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
 - 2.1.3. Where conflict exists within or between parts of the Contract Documents, or between the Contract Documents and either applicable industry standards or applicable codes, ordinances or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used: the Agreement; the Scope of Work; the Special Conditions; the General Conditions; the Specifications; the Drawings. If the Contractor is required to perform any extra or corrective Work to comply with the preceding sentence, it shall not be entitled to an increase in the Contract Sum or Contract Time, and no claim shall result from such compliance. Subject to confirmation or approval by the Owner, large scale Drawings take precedence over smaller scaled Drawings, figured dimensions on the Drawings take precedence over scaled dimensions, and noted items on the Drawings take precedence over graphic representations.
 - 2.1.4. The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings, are not intended to influence the Contractor in its division of the Work among Subcontractors or its establishment of the extent of the Work to be performed by any trade.
 - 2.1.5. The Contractor shall submit a written request to the Owner for any interpretations necessary for the proper execution or progress of the Work. Such interpretations shall be issued in writing.
 - 2.1.6. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of the Owner that such conditions actually exist. The Contractor shall inspect the Job Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.
 - 2.1.7. The Contractor shall develop and maintain current "as-built" Plans to be provided to the Owner in accordance with Subparagraph 9.4.2. The Owner may inspect and copy such Plans at any time during the course of the Work.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

- 2.2. COPIES FURNISHED; OWNERSHIP. All Contract Documents and copies thereof furnished by the Owner, the Owner's Representative or the Architect/Engineer are and shall remain the Owner's property. They are not to be published or used by the Contractor on any other project and, with the exception of one complete set for the Contractor, are to be returned to the Owner upon completion of the Work.
- 2.3. NO ORAL WAIVER. The provisions of this Agreement cannot be amended, modified, varied or waived in any respect except by a Modification signed by the Owner. The Contractor is hereby given notice that no person has authority to orally waive, or to release the Contractor from, any of the Contractor's duties or obligations under or arising out of this Contract. Any waiver, approval or consent granted to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, the Owner may at any time require strict compliance with the Contract Documents as to any other matter.

ARTICLE 3 - OWNER

- 3.1. EASEMENTS. The Owner shall obtain and pay for any easements required for permanent structures.
- 3.2. ACCESS. The Owner shall at all times have access to the Work at each and every stage of preparation and progress. The Contractor shall provide facilities (including, without limitation, roadways) for such access.

ARTICLE 4 - THE OWNER'S REPRESENTATIVE

- 4.1. CONTRACTUAL RELATIONSHIPS. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner's Representative and the Contractor; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by the Contract Documents (including, but not limited to, the Owner's rights pursuant to Paragraph 7.2. and Articles 10 and 11 of these General Conditions).
- 4.2. ROLE. Except as otherwise provided in the Contract Documents, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder. If the Owner's Representative is an organization, then it shall, in turn, act through such person or persons as it may designate in writing from time to time. Only those so designated are authorized to grant on behalf of the Owner any approval, consent or waiver with respect to the Contract Documents or the Work, or to otherwise act for the Owner in any capacity whatsoever.

ARTICLE 5 - CONTRACTOR

- 5.1. REVIEW OF CONTRACT DOCUMENTS. In addition to the representations contained in Section 11 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further acknowledges that it has satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation and has assured itself of the adequacy and accuracy of each of the Contract Documents, as well as the compatibility of any combination thereof, as they relate to one another and to the scope of Work and the Schedule. The Contractor hereby warrants and represents to the Owner that the Contract Documents are suitable and adapted for the Work and guarantees their sufficiency for their intended purpose. The Owner shall not be responsible or liable to the Contractor for, and the Contractor hereby waives, any claims for changes, delays, accelerations, inefficiencies, impacts, and any other costs, damages, losses, or expenses of any nature whatsoever, resulting from any error, inadequacy, inaccuracy, inconsistency, insufficiency, unsuitability, discrepancy, ambiguity, omission, or insufficiency of detail or explanation in the Contract Documents. The Contractor shall perform no portion of the Work at any time without approved Contract Documents or, where required, shop drawings, product data, or samples, for such portions bearing the A/E's appropriate action stamp. Work performed in violation of this provision shall be at

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

the Contractor's risk. Nothing in this Paragraph 5.1. shall in any way limit the effects of Section 11 of the Agreement.

5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

- 5.2.1. The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, coordination, scheduling (subject to Article 8) and procedures, for all cleanup and for all safety and weather precautions and programs, in connection with the Work.
- 5.2.2. The Contractor shall employ a competent Project Manager and necessary assistants who shall be in attendance at the Job Site during the progress of the Work and who shall be satisfactory to the Owner. The Contractor shall remove any of its employees or agents (including, without limitation, the Project Manager) from the Project upon instruction from the Owner. The Project Manager shall not be changed except with the consent of the Owner unless the Project Manager ceases to be in the Contractor's employ.
- 5.2.3. The Contractor shall be responsible to the Owner for the acts and omissions of its employees. It shall also be responsible to the Owner for the acts and omissions of its Subcontractors and Sub-subcontractors, their agents and employees, and other persons performing any of the Work, in the same manner as if they were the acts and omissions of persons directly employed by the Contractor.
- 5.2.4. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Contract, including, without limitation, by any inspections or tests required or performed under Paragraph 5.7., or by approvals or other similar action with regard to shop drawings or submittals (of any type), or by the activities of persons other than the Contractor with respect to the Project. Further, notwithstanding the fact that a dispute, controversy or other question may have arisen between the parties hereto relating to the execution or progress of the Work, the interpretation of the Contract Documents, the payment of any monies, the delivery of any materials or any other matter whatsoever, the Contractor shall not be relieved of its obligations to pursue the Work diligently under the Contract Documents pending the determination of such dispute, controversy or other question.
- 5.2.5. The Contractor shall establish, implement and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Schedule and any Milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Contract Documents for the benefit of the Owner at the time of submission.

5.3. MATERIALS AND EQUIPMENT.

- 5.3.1. The Contractor shall, if so directed by the Owner, cause any or all materials and equipment to be manufactured in advance, and be warehoused either at the factory or elsewhere at the Contractor's cost. The Contractor shall cause all materials and equipment to be delivered to the Job Site in accordance with any schedule or schedules therefor established from time to time and approved by the Owner and, in any event, in a manner which will assure the timely progress and completion of the Work but will not encumber the Job Site unreasonably. Materials delivered to the Job Site for incorporation in the Work shall not be removed from the Job Site without the consent of or unless directed by the Owner.
- 5.3.2. The Owner may, from time to time during the performance of the Work and without any liability or obligation whatsoever to the Contractor or any of its Subcontractors or Sub-subcontractors, direct the Contractor to relocate, or cause to be relocated, to any other location on or off the Job Site, as designated by the Owner, any materials, equipment, office or storage trailers, storage sheds or the like brought onto the Owner's property by the Contractor or any of its Subcontractors or Sub-subcontractors, with which directions the Contractor shall promptly comply. Should such relocation not be completed within the time therefor established by the Owner, the Owner may accomplish such relocation and offset the costs incurred by it in accomplishing the same against any amounts then or thereafter due to the Contractor.
- 5.3.3. The Contractor shall give, or shall require its Subcontractors and their Sub-subcontractors to give, full and accurate quality, performance and delivery status reports, in a form satisfactory to the Owner, regarding any materials and equipment, or such other data with respect thereto as may be requested by the Owner, and shall obtain for the Owner the written

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

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 Agreement shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. This warranty is not limited by the provisions of Paragraph 14.2. of these General Conditions or Section 30 of the Agreement. All warranties and guarantees from Subcontractors or Sub-subcontractors (including, without limitation, manufacturers) shall be assignable to the Owner regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Owner and deliver them pursuant to Subparagraph 9.4.2. The Contractor's obligations under this Paragraph shall survive the expiration or sooner termination of the Contract.
- 5.5. **TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS.**
- 5.5.1. The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Job Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, the Owner may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or Sub-subcontractors and offset said amount against the Contract Sum.
- 5.5.2. The Contractor shall secure and pay for all governmental fees, permits and licenses which the Owner is not specifically required to provide and pay for under the Contract Documents.
- 5.5.3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Sum. The Contractor shall not unlawfully use or install any patented or copyrighted article, and any such unlawful use or installation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions for infringement of, or otherwise related to, any patent rights or copyrights, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the Owner may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses occasioned thereby shall be borne by the Contractor.
- 5.6. **COMPLIANCE WITH LAWS.** The Contractor shall, at its cost and expense, comply with each and every Federal, state and local law, ordinance, code, rule and regulation, as well as the lawful order or decree of any public or quasi-public authority, bearing on the performance of the Work specifically including, but not limited to, those specified in Subparagraph 10.1.2., and all applicable building codes. It shall be the responsibility of the Contractor to familiarize itself with all of the same, and any performance of the Work by or on behalf of the Contractor which is not in compliance therewith shall be at the Contractor's sole risk and expense. The Contractor shall notify the Owner prior to execution of the Agreement (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946****5.7. TESTS.**

- 5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise the Owner in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified.
- 5.7.2. The Owner may require any special inspection, testing or approval of the Work not included under Subparagraph 5.7.1., or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise the Owner in a timely manner (in writing, if practicable) as in Subparagraph 5.7.1. If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Contract Documents; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of the Owner, which, if incurred by the Owner, may be offset by the Owner against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, the Owner shall bear the costs of such inspection or testing.
- 5.7.3. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Owner.

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

ARTICLE 6 - SUBCONTRACTORS

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

6.2. AWARD OF SUBCONTRACTS.

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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

- 6.2.3. In the event the Owner and Contractor agree that the Owner may participate in any Subcontractor or Sub-subcontractor procurement activities, provided the Owner has informed the Contractor and allowed the Contractor the opportunity to participate and concur with such activities, the Contractor shall assume full responsibility for the results of any such activities including, without limitation, full responsibility for the Subcontractors' or Sub-subcontractors' awarded portions of the Work as a result thereof.
- 6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Agreement, and any increase in the Contract Sum shall be governed by Article 12.
- 6.3. SUBCONTRACTUAL RELATIONS.
- 6.3.1. All subcontracts and sub-subcontracts shall be in writing. Each subcontract and sub-subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions hereof to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by, and to require each of its Sub-subcontractors to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.
- 6.3.2. Each subcontract shall provide for its termination by the Contractor if, in the Owner's opinion, the Subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to its portion of the Work; and each Subcontractor shall be required to insert a similar provision in each of its sub-subcontracts. In the event of any such failure by a Subcontractor or Sub-subcontractor to comply with the requirements of the Contract Documents, such Subcontractor or Sub-subcontractor, as the case may be, shall, upon the Owner's request, be removed immediately from the Work and shall not again be employed on the Work. Any such failure (specifically including, without limitation, a failure to pay for labor (including applicable fringe benefits) or materials) by a Subcontractor or Sub-subcontractor shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.
- 6.4. PAYMENTS TO SUBCONTRACTORS.
- 6.4.1. Unless the Owner otherwise agrees or the Contract Documents otherwise provide, the Contractor shall pay each Subcontractor, upon receipt of payments from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's portion of the Work, less a percentage thereof equal to the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments due to any Sub-subcontractor.
- 6.4.2. If the Owner fails to approve a Contractor's Application for Payment, as hereinafter provided, for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall nevertheless pay that Subcontractor for its portion of the Work to the extent completed, less the retained percentage, such payment to be made no later than the date payment to the Contractor would otherwise have been made by the Owner.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

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

ARTICLE 7 - SEPARATE CONTRACTS

- 7.1. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with the Project or other work on the Job Site on any terms and conditions which the Owner may from time to time determine in its sole discretion (hereinafter referred to as "Separate Contracts"; and such other contractors are hereinafter referred to as "Separate Contractors").
- 7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.
- 7.2.1. The Contractor shall afford all Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work and shall properly cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.
- 7.2.2. If the execution or result of any part of the Work depends upon any work of the Owner or of any Separate Contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any Separate Contractor that render it unsuitable for the proper execution or result of any part of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or Separate Contractor's work as fit and proper to receive the Work, except as to defects which may develop in the Owner's or Separate Contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.
- 7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. Any such damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such damage, delay or interference, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.
- 7.2.4. Should any Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present to such Separate Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against such Separate Contractor prior to the institution of litigation or other proceedings against such Separate Contractor. If 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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

from them, any costs, expenses or losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused or allegedly caused by any Separate Contractor.

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

ARTICLE 8 - TIME**8.1. DEFINITIONS.**

- 8.1.1. Whenever the word "day" is used in the Contract Documents, it shall mean a calendar day unless otherwise specifically provided.
- 8.1.2. The Date of Commencement of the Work is the date established in a written notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established by the Owner in writing.
- 8.1.3. The Date of Substantial Completion of the Work (or "Substantial Completion") is the date, certified by the Owner, when all construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

8.2. PROGRESS AND COMPLETION; SCHEDULING.

- 8.2.1. All times and dates stated in the Contract Documents including, without limitation, those for the Commencement, prosecution, Milestones, Substantial Completion and final completion of the Work and for the delivery and installation of materials and equipment, are of the essence of the Contract.
- 8.2.2. The Contractor shall begin the Work on the Date of Commencement and shall perform the Work diligently, expeditiously and with adequate resources so as to meet all Milestones and complete all the Work within the Contract Time. The scheduling of the Work shall be performed and monitored by the Contractor utilizing a method to be chosen by the Owner. The Contractor (and its Subcontractors, if the Owner requires) shall furnish all scheduling information requested by the Owner (in such form and detail as requested for the particular portion of the Work; herein referred to as the "Schedule" or "Schedules") within two (2) weeks of the Owner's request, shall revise the same from time to time thereafter when so requested by the Owner, and shall attend such meetings concerning scheduling as the Owner may call from time to time. The Contractor shall comply with any Schedule or Schedules established by it and approved by the Owner, or established by the Owner with respect to the Commencement, performance, Milestones or completion of the whole or various portions of the Work. With respect to any portion of the Work for which a Schedule has not been established, the Contractor shall commence such portion of the Work within three (3) days of the date on which the Owner directs such commencement and shall thereafter prosecute and complete the same with all due diligence or as otherwise directed by the Owner. Neither the scheduling information submitted by the Contractor or its Subcontractors, the acceptance or approval thereof by the Owner nor the establishment or implementation of, or failure to establish or implement, Schedules by the Owner shall relieve the Contractor of its obligation to perform and complete the Work in a timely manner or to otherwise perform in accordance with the Contract Documents.
- 8.2.3. Float or slack time associated with any one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as set forth in an approved Schedule for the Work (assuming the critical path method is used), including any revisions or updates thereto. Float or slack time is not for the exclusive use or benefit of either the Owner or the Contractor. However, if float time associated with any chain of activities is expended but not exceeded by any actions attributable to the Owner, the Contractor shall not be entitled to an extension in the Contract Time.

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

- 8.3.1. The time during which the Contractor is delayed in the performance of the Work by the acts or omissions of the Owner, the Owner's Representative, acts of God, unusually severe and

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

abnormal climatic conditions or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for such delays shall be considered unless made in accordance with Paragraph 13.1.

- 8.3.2. The Owner and the Owner's Representative shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against them, on account of, any damages, costs or expenses of any nature whatsoever which the Contractor, its Subcontractors or Sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the Owner, or any of the events referred to in Subparagraph 8.3.1. above, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time, but only if claim is properly made in accordance with the provisions of Paragraph 13.1.
- 8.3.3. Whenever, in the opinion of the Owner, the Work falls behind Schedule due to the fault of the Contractor, the Contractor shall, to the extent necessary to meet said Schedule, increase its labor force and/or provide overtime, extra shifts, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from the Owner. Further, the Owner shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs the Owner may incur as a direct result of said increase in labor force or overtime, extra shifts, Saturday, Sunday and/or holiday work.
- 8.3.4. The Owner may, in its sole discretion and for any reason, direct the Contractor to accelerate the Schedule of performance by providing overtime, extra shifts, Saturday, Sunday and/or holiday work and/or by having all or any Subcontractors or Sub-subcontractors designated by the Owner provide overtime, extra shifts, Saturday, Sunday and/or holiday work.
- 8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts)).
- 8.3.4.2. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by a Subcontractor pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Subcontractor for the premium time (or shift differential for any extra shifts) of all labor utilized in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time cost of such labor), together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time.
- 8.3.4.3. Anything in the foregoing to the contrary notwithstanding, should the Owner's direction to the Contractor to accelerate the Schedule of performance pursuant to this Subparagraph 8.3.4. require the Contractor's or a Subcontractor's forces to work in excess of fifty (50) hours per week for a period in excess of four (4) consecutive weeks, the Owner shall pay to the Contractor, for each consecutive week after the fourth consecutive week in which the same forces are required to work in excess of fifty (50) hours, an additional amount equivalent to ten percent (10%) of the gross wages of Job Site labor, less payroll costs as defined in Subparagraph 12.2.1., paid to such forces on account of such overtime, Saturday, Sunday or holiday work pursuant to this Subparagraph 8.3.4. Such acceleration shall be referred to as "Extended Acceleration", and the payment described herein shall be the sole and exclusive remedy for such Extended Acceleration including, without limitation, all inefficiencies, impacts, added supervision and overhead, ripple effect or any other costs or expenses of any kind. Anything in this Subparagraph 8.3.4.3. to the contrary notwithstanding, the Owner shall have no obligation to make payments on account

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

of overtime, Saturday, Sunday or holiday work ordered pursuant hereto unless: (a) the Contractor shall submit to the Owner, for the Owner's review and approval, duly authenticated time tickets evidencing the hours of overtime, Saturday, Sunday or holiday work performed pursuant to this Subparagraph 8.3.4.3. by the end of the day on which performed and recapped in summary form; and (b) the Contractor shall include with its request for reimbursement a duplicate of each of the foregoing time tickets and such other substantiation of costs reimbursable hereunder as the Owner may require. If overtime, extra shifts, Saturday, Sunday or holiday work is performed in part pursuant to Subparagraph 8.3.3. and in part pursuant to this Subparagraph 8.3.4.3., the provisions of this Subparagraph 8.3.4.3. calling for payments by the Owner on account thereof shall only apply to such work performed pursuant to this Subparagraph 8.3.4.3.

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

ARTICLE 9 - PAYMENTS AND COMPLETION

- 9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.
- 9.1.1. The "Payment Application Date" shall be that day of each calendar month designated in the Agreement when the Contractor shall deliver the "Application for Payment," as hereinafter defined, to the Owner.
- 9.1.2. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the Owner in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.
- 9.1.3. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the Owner, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Job Site; or (b) the tender of payment of the applicable Application for Payment by the Owner to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the Owner as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.
- 9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.
- 9.2.1. If the Contractor has submitted an Application for Payment in the manner prescribed in the Contract Documents, the Owner shall, with reasonable promptness, approve the same (or

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

- such portions thereof covering amounts it determines to be properly due) or shall state in writing its reasons for withholding its approval (whether of all or a part).
- 9.2.2. The Owner's approval of an Application for Payment shall not constitute a representation by the Owner that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Payment by the Owner be deemed a representation by the Owner: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Job Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.
- 9.2.3. No approval of an Application for Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Payment by the Owner, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.
- 9.2.4. Subject to the Owner's rights to offset or withhold as set forth in these General Conditions, after the Owner has approved an Application for Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Contract Documents.
- 9.3. PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK.
- 9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.
- 9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.
- 9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.
- 9.4.1. At such time as the Contractor deems the Work to be Substantially Complete, the Contractor shall 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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

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

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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

Specifications in the forms approved by the Owner, in favor of the Owner and such other persons as the Owner may direct (notwithstanding the foregoing, by execution of the Agreement, the Contractor shall be deemed to have guaranteed to the Owner the matters contained in the attached form of guarantee incorporated by reference into the Agreement); and (h) a fully and properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.

- 9.4.3. The making of final payment shall not constitute a waiver of any claims or rights by the Owner.
- 9.4.4. The acceptance of final payment shall constitute a waiver of all claims by the Contractor and shall constitute a general release of the Owner, the Owner's Representative and the Architect/Engineer by the Contractor.
- 9.4.5. If any Subcontractor or Sub-subcontractor refuses to furnish any release, satisfaction or waiver of lien required at any time by the Owner under Paragraphs 9.1., 9.3. or 9.4., or files a claim of lien against the Owner's property, the Contractor shall, if requested by the Owner and at the Contractor's expense, furnish a bond (separate and apart from any other bond provided by the Contractor hereunder) satisfactory to the Owner to exempt the Owner and its property from and against any such lien. The Contractor authorizes the Owner, and shall cause its Subcontractors and Sub-subcontractors to authorize the Owner, to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner's property, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse the Owner on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.
- 9.5. **BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.**
- 9.5.1. The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project or equipment at any time prior to completion of the Work upon two (2) days written notice to the Contractor (referred to herein as "Beneficial Occupancy"). The Owner shall use its best efforts to prevent such occupancy from interfering with the performance of the remaining Work; provided, however, that the Owner shall not be liable for any delays or additional costs of any nature caused by such occupancy.
- 9.5.2. Beneficial Occupancy shall not constitute acceptance by the Owner or the Owner's Representative of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed to be the equivalent of completion of the Work, shall not relieve the Contractor from its obligation to complete the Punch List, and shall not entitle the Contractor to any increase in the Contract Sum.
- 9.5.3. Anything in this Paragraph 9.5. to the contrary notwithstanding, the Owner may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and shall prepare and deliver to the Contractor a Certificate of Partial Substantial Completion for such portion of the Work. The Owner shall, within twenty (20) days from the date of the Certificate of Partial Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, and, upon the Contractor's timely completion or correction of the items on the Punch List and the Owner's approval thereof, accept that portion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List, shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The provisions of Paragraph 9.4., except as they relate to the Contractor's obligations to complete or correct the Work in accordance with the Contract Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.
- 9.6. **INDIVIDUAL PROJECTS.** The duties and responsibilities of the parties as set forth in this Article 9 may be applied to individual projects issued to Contractor under the Agreement. Each individual project shall follow the process outlined above with the exception of the close-out process. A close-out change order will be issued to Contractor at the end of the Agreement and after the completion of all individual projects. Individual projects, if applicable will be indicated in Section 3 and 4 of the Agreement.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946****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 their duties as aforesaid.
- 10.1.4. Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
- 10.1.5. The Contractor shall provide to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for their failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.
- 10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

10.1.7 The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby 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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

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

- 10.5. **CLEANUP.** The Contractor shall at all times keep the Job Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by its performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Job Site and the Project. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the Job Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor. The Contractor shall notify the Owner in advance of the generation, importation, storage, transportation or disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project.
- 10.6. **OWNER'S STANDARDS.** The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

ARTICLE 11 - INSURANCE; INDEMNIFICATION

- 11.1. - 11.7. **COMMERCIAL INSURANCE.** Refer to Sections 6.A.-6.F. of the Agreement.
- 11.8. **INDEMNIFICATION.** Refer to Section 6.G. of the Agreement.

ARTICLE 12 - CHANGES IN THE WORK

- 12.1. **CHANGE ORDERS AND DIRECTIVES.** The Owner may, without affecting the validity of the Contract Documents or any term or condition thereof, issue Change Orders, or Directives, or give other orders and instructions regarding the Work which may have the effect of ordering extra work or other changes in the Work by altering, adding to or deducting from the Work, modifying the method or manner of its performance or otherwise (herein sometimes referred to as "Changes in the Work"). The Contractor shall comply with all such orders and instructions issued by the Owner. In any such event, the Contract Sum shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided, however, that if the Contractor should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum or extension of the Contract Time on account thereof. Upon receipt of any such Change Order, or Directive or other order or instructions, the Contractor shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

in the Contract Sum has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.

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

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

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

12.2.3. If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

in the Work, or the cost, use or rental of small tools, defined as tools with a cost or value of less than \$1,000, or equipment owned by the Contractor or any of its related or affiliated companies), plus fifteen percent (15%) of gross wages (excluding payroll costs) of Job Site labor and direct material costs and six percent (6%) of rental costs (other than small tools or equipment owned by the Contractor or any of its related or affiliated companies) as the total overhead and profit. Only the entity actually performing the Change in the Work or a portion thereof shall be entitled to a mark-up as aforesaid for overhead and profit, but the Contractor may include up to six percent (6%) of the amount it will pay to any Subcontractor, and a Subcontractor may include up to six percent (6%) of the amount it will pay to any Sub-subcontractor (only a maximum of two contractual tiers of such markup may be included), for the Change in the Work as overhead and profit to the Contractor or Subcontractor. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification, names and social security numbers of the labor employed, the materials used, the equipment rented (not tools) and such other evidence of costs as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

- 12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.
- 12.2.5. The Work pursuant to this Agreement shall be performed by the Contractor at no extra cost to the Owner despite any order from the Owner which designates or contemplates a portion of the Work as a Change in the Work.
- 12.3. **CHANGES REQUIRING A DECREASE IN CONTRACT SUM.** If any Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days after the date of the Owner's request or such longer period of time established by the Owner therein and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner's Representative in its reasonable judgment. If the Contractor fails to render any proposal within the time required herein, the Owner may issue a unilateral deductive Change Order giving the Owner's reasonable estimate of the deductive Change, which shall become automatically binding upon the Contractor.
- 12.4. **DISPUTES REGARDING CHANGES.** If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.

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

ARTICLE 13 - CLAIMS

- 13.1. **CLAIMS FOR EXTENSIONS OF CONTRACT TIME.** No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.
- 13.2. **CLAIMS FOR INCREASES IN CONTRACT SUM.**
- 13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.
- 13.3. **NO OTHER CLAIMS.** The parties acknowledge that the provisions of Paragraphs 13.1. and 13.2. are included herein for the purpose of fixing and limiting the time within which, and the manner in which claims must be made; and that Paragraphs 13.1. and 13.2. do not grant to the Contractor any right to increases in the Contract Sum, or extensions in the Contract Time or any Milestones, not otherwise permitted or provided by the other terms and provisions of the Contract Documents.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946****ARTICLE 14 - UNCOVERING AND CORRECTION OF WORK; OWNER'S RIGHT TO CARRY OUT WORK****14.1. UNCOVERING OF WORK.**

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

14.2. CORRECTION OF WORK.

- 14.2.1. The Owner shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by the Owner, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay the Owner's schedule for completion of the Project or, if applicable, disturb the occupants of the completed Project, the Contractor shall perform such Work according to a schedule therefor established by the Owner (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.
- 14.2.2. If, within one (1) year after the Date of Substantial Completion of the Work (as determined by the Owner) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written instructions to that effect from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition.
- 14.2.3. The Contractor shall remove from the Job Site all Work which is defective or non-conforming and not corrected under Paragraph 5.4. or Subparagraphs 14.2.1. or 14.2.2. unless removal is waived by the Owner.
- 14.2.4. The Contractor shall bear the cost of making good all work of Separate Contractors (and any of the Owner's other structures or facilities) destroyed or damaged by such removal or correction.
- 14.2.5. If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from the Owner, the Owner may remove it and store the materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to the Owner. The obligations of the Contractor under this Subparagraph 14.2.5. shall be in addition to, and not in limitation of, any obligations imposed on it by law,

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

by any other provision of this Agreement or by any warranty or guarantee under this Agreement.

- 14.2.6. If the Contractor fails to correct any defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 14.3. In the event of a defect found after final acceptance of the Work by the Owner which the Contractor is obligated to correct pursuant to Subparagraph 14.2.2., the Owner may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.
- 14.3. OWNER'S RIGHT TO CARRY OUT WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Agreement, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from the Owner (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of Owner) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then the Owner may, without prejudice to any other remedy the Owner may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by the Owner, no notification shall be required. The Owner shall have the right to take possession of such portion of the Job Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and machinery of the Contractor located on the Job Site. If the Owner makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to the Owner.
- 14.4. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case an appropriate amount shall be offset against any amounts then or thereafter due to the Contractor; or, if the said appropriate amount of offset is determined after final payment (or if there is not then or thereafter due to the Contractor an amount sufficient to cover the offset available to the Owner), the Contractor shall, upon demand, pay the appropriate amount (or the difference after offset, as applicable) to the Owner.

ARTICLE 15 - TERMINATION OF CONTRACT

- 15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment later than the time periods established in section 218.735, Florida Statutes, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Agreement and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Agreement shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Agreement on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges that it can be adequately compensated by such money damages for any breach of this Agreement which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Agreement or suspend or abandon its performance of the Work.
- 15.2. TERMINATION BY OWNER FOR CAUSE.
- 15.2.1. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

Contractor should otherwise be guilty of a violation of, or in default under, any provision of the Agreement, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, three (3) days written notice, terminate the Agreement and the employment of the Contractor on the Project, take possession of the Job Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In addition, without terminating this Agreement as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Agreement (by reducing, in such manner the Owner deems appropriate, the scope of the Work to be performed by the Contractor) and complete the portion of this Agreement so terminated in such manner as the Owner may deem expedient, taking possession of such part of the Job Site and utilizing such materials, equipment, tools, construction equipment and machinery owned by the Contractor as may be necessary to accomplish the same. The Contractor hereby grants to the Owner the further right: (a) to enter upon any premises or property other than the Job Site in order to take possession of any materials, tools, equipment, machinery or other items intended for incorporation in the Work (or any portion thereof) or for use in the performance thereof; and (b) to receive an assignment of such subcontracts as the Owner deems necessary or desirable at the time of termination of this Agreement or a portion thereof.

- 15.2.2. If this Agreement is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Sections 4 and 7 of the Agreement. If a portion of this Agreement is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Agreement so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.
- 15.2.3. The remedies provided to the Owner in this Paragraph 15.2. are in addition to, and not in lieu of, any other rights or remedies available to the Owner under the Contract Documents, at law or in equity. In the event of any breach of this Agreement by the Contractor, and whether or not this Agreement is terminated by the Owner, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the Owner as a result thereof.
- 15.3. **TERMINATION BY OWNER WITHOUT CAUSE.** Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Agreement without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Agreement as a whole, the Owner may, for its convenience, terminate a portion of this Agreement (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Agreement shall be treated as a reduction in the scope of the Work pursuant to Article 12.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946****ARTICLE 16 - MISCELLANEOUS PROVISIONS**

- 16.1. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, to the exclusion of Florida rules of conflicts of laws.
- 16.2. **ASSIGNABILITY; SUCCESSORS AND ASSIGNS.**
- 16.2.1. This Agreement may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Agreement in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Agreement be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.
- 16.2.2. The Owner and the Contractor each binds itself and, to the extent permitted herein, its successors and assigns, to the other party and, to the extent permitted herein, the other party's successors and assigns, in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 16.3. **NOTICE.** All notices (whether or not designated as such herein) which are required under this Agreement to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).
- 16.4. **PERFORMANCE AND PAYMENT BONDS.** Unless waived or otherwise agreed by the Owner, the Contractor shall furnish (and if directed by the Owner shall require all or certain of its Subcontractors to furnish) a bond covering the faithful performance of this Agreement (or any such subcontract), as revised or modified from time to time, and a bond covering the payment of all obligations arising thereunder in full compliance with the then current provisions of Section 713.23, Florida Statutes (or any successor thereto); or, if applicable, Section 255.05, Florida Statutes, or any successor thereto), each in the full Contract Sum, as revised or Modified from time to time, and with such sureties as may be approved by the Owner. Each bond shall contain the following language: "The provisions and limitations of Section 255.05 or of Section 713.23, Florida Statutes, whichever is applicable to the Contract, are incorporated herein by reference, provided, however, that in the event of any conflict between the provisions of said Section 255.05 or Section 713.23 and those contained in this bond, the provisions of said Section 255.05 or Section 713.23 shall govern." If such bonds, or either of them, are stipulated in the bidding documents or in the Contract Documents, the premium therefor shall be paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Agreement or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. Bonds required under 255.05 must be recorded at the Orange County Courthouse prior to providing the recorded certified copy or original bond to the Owner. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Agreement (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.
- 16.5. **MAINTENANCE OF HARMONIOUS RELATIONS.** The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of the Owner to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. The Owner reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.

- 16.6. **UNION AGREEMENTS.** Regardless of the expiration of any collective bargaining agreement during the term of this Agreement which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the 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 Agreement, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.
- 16.8. **GENERAL.**
- 16.8.1. The captions of divisions, sections, articles, paragraphs, subparagraphs, clauses and the like in the Contract Documents are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, paragraphs, subparagraphs, clauses and the like. The parties agree that the Contract

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006946**

Documents shall not be construed more strictly against any party regardless of the identity of their drafter.

- 16.8.2. Unless otherwise specified, article, paragraph and subparagraph references appearing in these General Conditions are to articles, paragraphs and subparagraphs herein.
- 16.8.3. Wherever this Agreement obligates the Contractor hereunder to reimburse the Owner or others for attorneys' fees, such obligation shall not only include attorneys' fees incurred prior to and including litigation in the trial court, but also all attorneys' fees incurred in connection with any and all appellate proceedings, no matter to which court any appeal is taken and by whomever so taken.
- 16.8.4. Wherever this Agreement obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and its supervisors, administrators, officers, directors, agents, employees, agents, successors and assigns and Owner's Representative, and its parent, related, affiliated and subsidiary companies and the officers, directors, agents, employees and assigns of each; (ii) the Contractor shall defend (if requested by the Owner) and hold each indemnitee harmless; (iii) in the event of any such requested defense, the Owner may choose its legal counsel, control the litigation including, without limitation, determining legal strategy, settlement strategy and whether or not to file any appeals; (iv) the Contractor shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence, recklessness or intentional wrongful misconduct of any of those indemnified pursuant to any such provision, it being understood and agreed that no such comparative or contributing negligence, recklessness or intentional wrongful misconduct shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified; (v) no indemnification obligation hereunder shall be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any Worker's Compensation Act, disability benefit acts or other employee benefit acts; and (vi) all such indemnity provisions shall survive the expiration or sooner termination of this Contract.
- 16.8.5. Unless otherwise specifically provided herein, the Owner may withhold any consents, approvals or waivers required of it pursuant to the Agreement in its sole discretion.
- 16.9. ADJACENT LAND AND LANDOWNERS. To the extent the Work requires the Contractor to enter upon land owned by others than the Owner, or the Contractor is permitted to enter upon such land, then the Contractor shall, prior to entry, satisfy itself as to all conditions present upon such land and shall take all necessary precautions to protect all persons and property from injury or damage as a result of the Contractor's entry upon such land and shall promptly repair any damage to the land and any property located thereon. The Contractor shall defend, indemnify and hold harmless the owner(s) of such land from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by or arising out of the Contractor's entry upon such land. Nothing contained herein shall create any contractual relationship between the Contractor and the owner(s) of such land; however, it is acknowledged that the owner(s) of such land are intended third party beneficiaries of the obligations of the Contractor hereunder.

<< END OF GENERAL CONDITIONS FOR CONSTRUCTION >>

End of Exhibit D

Exhibit E
SAMPLE FORMS
CONTRACT NO. C006946

THIS EXHIBIT CONTAINS THE FOLLOWING:

- Payment Bond
- Performance Bond
- Dual Obligee Rider
- Consent of Surety for Partial Payment Application
- Task Work Order (sample form)

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

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

CONTRACTOR:

HARPER LIMBACH LLC
1251 Waterfront Place, Suite 201
Pittsburgh, Pennsylvania 15222 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: _____
Contract No. **C006946**
Project: _____

Legal Description or Street Address of Project: _____.

Contract Sum: _____ (_____) (hereinafter "Contract")

BOND:

Date: _____
Amount: _____ (_____) (hereinafter "Bond")

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

administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.

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

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

CONTRACTOR:
HARPER LIMBACH LLC

SURETY:

[SEAL]

[SEAL]

By: _____
Print Name: _____
Title: _____

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:

HARPER LIMBACH LLC
1251 Waterfront Place, Suite 201
Pittsburgh, Pennsylvania 15222 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: _____
Contract No. **C006946**
Project: _____

Legal Description or Street Address of Project: _____.

Contract Sum: _____ (_____) (hereinafter "Contract")

BOND:

Date: _____
Amount: _____ (_____) (hereinafter "Bond")

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

obligations, (ii) additional legal, design professional and delay costs resulting from the Contractor's default or breach or from the Surety's failure to act as required under this paragraph, and (iii) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or the Surety. The Surety shall fully indemnify and hold harmless the Owner from all costs, damages, and expenses (including attorneys' fees), which the Owner may incur as a result of the Surety's failure to act as required under this paragraph.

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

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

CONTRACTOR:
HARPER LIMBACH LLC

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DUAL OBLIGEE RIDER

To be attached to and form a part of contract payment bond number _____ issued by _____ (Surety)

On behalf of _____ (Contractor)

In the amount of _____ Dollars (\$_____)

and dated _____ in favor of CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT.

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration receipt of which is hereby acknowledged, the Undersigned hereby agree as follows:

1. Walt Disney Parks and Resorts U.S. Inc. is hereby added to said bond as additional Obligee.
2. The Surety shall not be liable under this bond to the Obligee, or either of them unless the said Obligee, or either of them, shall make payments to the Principal strictly in accordance with the terms of the said contract as to payments, and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
3. No suit, action or proceeding by reason of any default whatever shall be brought on this bond after two (2) years from the day on which the final payment under said construction contract falls due.
4. Aggregate liability of Surety hereunder to Obligee is limited to the penal sum above stated Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against principal or against and other party liable to the payee on the discharged obligation.

Signed, sealed and dated this _____ day of _____, 20_____.

Contractor: HARPER LIMBACH LLC

By _____

Surety

By _____

**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 # C006946
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.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TASK WORK ORDER



CONTRACT# _____

WORK ORDER NUMBER # _____

Contracting Officer
Approval/Initials

EFFECTIVE DATE: _____

Project Title:

To:

Attn:

FUNDING SOURCE(S): _____

EXPENDITURE ACCOUNT NUMBER(S):

In accordance with your executed CFTOD Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed \$ _____.

Requested By: _____ Date: _____
Owner's Representative or Designee

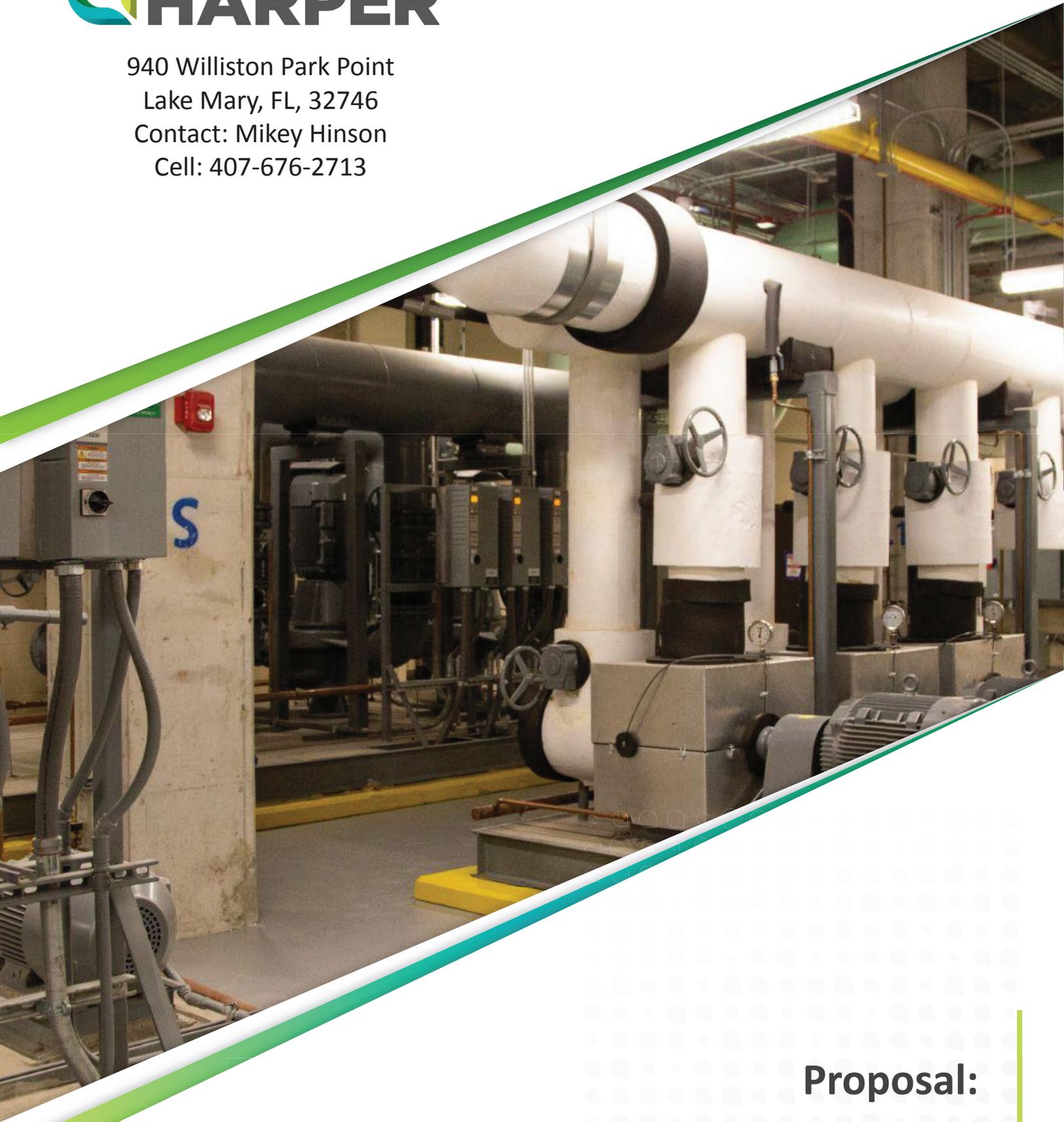
Approved By: _____ Date: _____
Department Director or Designee

Submit completed form to Contracting Officer

End of Exhibit E



940 Williston Park Point
Lake Mary, FL, 32746
Contact: Mikey Hinson
Cell: 407-676-2713



Proposal:

**CFTOD Emergency & Urgent Response
Construction Services RFP C006914**



Proposer Information

September 9, 2025

Attn: Central Florida Tourism Oversight District, Procurement & Contracting Department

1900 Hotel Plaza Blvd, Lake Buena Vista, FL 32830

RE: Emergency and Urgent Response Construction Services – Continuing Contract RFP#C006914

Proposer: Harper Limbach LLC

Address: 797 Commonwealth Drive Warrendale, PA 15086

Local: 940 Williston Park Point Lake Mary, FL 32746

Phone: 407-321-8100

24/7 Emergency: 855-307-2922

Limbach CEO: Mike McCann mike.mccann@limbachinc.com - 813-495-2649

Limbach President: Nick Angerosa nick.angerosa@limbachinc.com - 813-394-6754

Harper Orlando Branch Manager/ SVP: Billy Brockenbrough bill.brockenbrough@harperlimbach.com - 321-377-7605

Taxpayer ID: 16-1622731

Executive Summary: Harper Limbach LLC is pleased to submit our proposal for RFP C006914, Emergency and Urgent Response Construction Services – Continuing Contract. With over a century of experience in mechanical contracting and a deep presence in Central Florida, our team is uniquely qualified to support CFTOD with urgent and emergency mechanical services. We specialize in the areas defined under scope items K, L, M, and N—high-temperature hot water, chilled water, boiler, and plumbing systems. Our dedicated emergency response team is on call 24/7/365, with the ability to mobilize within two hours of notification. We are committed to delivering safe, reliable, and responsive services that meet the standards and expectations of the District.

Harper Company History: Limbach's roots trace back to 1901 with the founding of the Frank Limbach Company. Limbach expanded over the decades, eventually acquiring Harper Mechanical (Harper was founded in 1911 in Central Florida) in Orlando, FL, in 1983. In July 2016, Limbach Facility Services LLC (including Harper Limbach LLC) went public. Today, Harper Limbach, as part of Limbach Holdings, Inc., provides mechanical, electrical, plumbing, and control systems.

We have extensive experience with RCES and district funded projects and have been supporting emergency operations for utility projects at RCES since 2017. We have met the various challenges in the past nine years and look forward to discussing the continuing services contract invo

Respectfully Submitted By:

Mikey Hinson

mikey.hinson@harperlimbach.com

407-676-2713

940 WILLISTON PARK POINT
LAKE MARY, FL 32746
HARPER LIMBACH IS AN EQUAL OPPORTUNITY
EMPLOYER



Staff Personal Narratives



Mikey Hinson
Special Projects Manager

Years of Experience:
3

Contact Information:
mikey.hinson@harperlimbach.com
(407) 676-2713

Mikey will serve as Harper’s Project Manager, with a strong focus on delivering projects in the \$500K range and under. He specializes in high-impact, detail-driven work such as repairs, valve replacements, piping modifications, and other critical upgrades that keep facilities operating smoothly. While much of his work centers on these small to midsize projects, Mikey is not limited to them—he has the knowledge and experience to oversee larger, more complex efforts when needed. His time on property spans a wide variety of assignments with WDI, FAM, and RCES, giving him a deep understanding of the standards and operational requirements unique to the site. This experience allows him to balance efficiency with quality, whether managing quick-turn repair work or coordinating more extensive construction efforts. Mikey’s approach is hands-on and practical. He focuses on clear communication, anticipating challenges before they become issues, and ensuring that every project—large or small—is delivered safely, on schedule, and to the highest standard.



Justin Brockenbrough
Project Manager

Years of Experience: 18

Contact Information:
justin.brockenbrough@harperlimbach.com
(321) 558-0558

Justin has 18 years of industry experience where he has been a key leader in managing complex projects. His experience with RCES involves projects such as, Replace Boiler & Valve Automation, MK HTHW Repair, Temp Boiler, &&&& which has provided a deep familiarity with the facilities and operational standards allowing him to anticipate challenges, streamline coordination, and deliver results that consistently meet or exceed expectations. Justin will serve as the primary Project Manager for this agreement, overseeing construction activities and ensuring seamless delivery and execution.



Matt Baker
Senior Foreman

Years of Experience:
30

Contact Information:
matt.baker@harperlimbach.com
(407) 754-4528

Matt is a Senior Foreman with over 30 years of experience and has been a consistent leader in driving operational excellence, safety, and client satisfaction. Throughout his tenure, he has played a pivotal role in delivering numerous projects for this account, including, but not limited to, RCES Mischief Tie Ins, RCES ECEP Chillers 1 & 2, and RCES Epcot CEP OTV-2 Replacement. His extensive knowledge of RCES standards, combined with his ability to manage field operations with precision and discipline, has established him as a trusted resource with RCES. His commitment to quality, safety, and execution excellence reflect’s Harper’s highest standards and has directly contributed to the successful partnership we share with this account.



Marty Beebe
Account Manager

Years of Experience:
41

Contact Information:
marty.beebe@harperlimbach.com
(321) 377-5200

Marty is the dedicated Walt Disney World and Reedy Creek Energy Services Account Manager. He oversees the entire portfolio of our work on property, ensuring we delivery on our commitment of best value to the customer. Marty has been worked with Parks and Resort operations since 2011 and since 2017 has worked with and for RCES on numerous projects and emergencies ranging from Epcot underground chilled water and low temperature hot water piping, to various CEP projects involving pumping, chillers, boilers controls, piping, and valves. Marty understands the safety and quality standards that have been developed over the years through the engineering, project management, and utility plant supervisors expectations. Marty is extremely passionate and takes tremendous pride and ownership in helping the district and RCES deliver results for the end users.



State of FL Licenses

Certified Mechanical Contractor - CMC1250023 - Warren Klemm - Harper Limbach

Certified General Contractor - CGC153084 - Erich Muensterman - Harper Limbach

Sub Information

Fern Insulators Inc - Mechanical Insulation

Carter Electric - Electrical Services

Gulf Coast Utility Constructors Inc - Underground Utilities, Site, & Civil

Baker Concrete - Concrete Cutting, Removal, & Pour Back

Southeastern Construction - Structural Concrete, Steel, Welding, & Erection

North American Crane & Rigging - Crane & Rigging Service.

RSR Industrial Group - Pipe Coatings, Rebuilding

Southeastern Surveying and Mapping Corp. - Surveying

Team Industrial Services INC. - Line Stops, Pipe Capping Services

Subcontractors: Harper Limbach self-performs the majority of mechanical work. Specialized subcontractors (e.g., welding, line-stop services) will be disclosed per CFTOD's Subcontractor List form.

24/7 Availability: Designated emergency coordinators are available at all times via dedicated hotline. Response rosters are rotated to ensure readiness.

24/7 Hotline – First call - (855)-307-2922

Project Manager – Second call – (321) 558-0558 - (407)–676-2713

Project Executive – Third call – (689)-248-8567



Work Approach:

Harper Limbach employs a proven methodology for urgent and emergency work:

1. **Mobilization:** Dispatch team within 1-2 hours (emergency) or 3–4 hours (urgent) with service vehicles pre-stocked for common repairs.
2. **Site Assessment:** On-site leadership conducts rapid hazard evaluation, coordinates with District representatives, and establishes safety perimeter.
3. **Stabilization:** Contain leak, failure, or system outage using temporary or permanent solutions to restore safe operations.
4. **Execution:** Complete permanent repairs per District specifications, RCES standards, and applicable codes.
5. **Documentation:** Provide before-and-after photos, incident report, and recommendations for follow-up.

Capabilities: - Fleet of GPS-dispatched service vehicles. - In-house prefabrication shop for rapid part replacement. - Safety-first culture: all work compliant with OSHA, ANSI, and District safety requirements. - Deep bench of skilled trades ensures 24/7 coverage without reliance on external staffing. Trained and Certified in confined space entry.

Response for Emergency & Urgent Work

- **Emergency Response:** Harper Limbach maintains a dedicated on-call team ready to respond within 2 hours. This includes licensed mechanical supervisors and certified technicians.
- **PSSP:** Harper understands CFTOD safety obligations and the PSSP will be submitted prior to work starting.
- **Urgent Response:** Crews dispatched within 3–4 hours, supported by project management staff.
- **Communication:** A single-point emergency hotline ensures immediate connection to our duty manager, who then mobilizes crews and communicates ETA.
- **Operating Procedures:** Initial call triage by emergency duty manager.
 - Dispatch of appropriate personnel with required PPE and tools.
 - On-site safety check and hazard control.
 - Continuous work until condition is resolved or stabilized.

24/7 Availability: Designated emergency coordinators are available at all times via dedicated hotline. Response rosters are rotated to ensure readiness.

24/7 Hotline – First call - (855)-307-2922

Project Manager – Second call – (407)–676-2713

Project Executive – Third call – (689)-248-8567

Exhibit F - Contractor Proposal



Emergency Response Q&A Form

Bid No.: C006914

Solicitation Title: CFTOD Emergency and urgent Response Construction Services

Please provide responses below.

Q1. After being notified of an emergency, how long on average until your company will be on-site?

A1. 1-2 Hours

Q2. Will the emergency deployment include full staffing, or limited equipment and staff?

A2. Full Staffing

Q3. What clients of yours, if any, have received similar emergency response services in the past?

A3. Advent Health,

Q4. Would the District have priority deployment over other clients in an urgent or emergency situations? (i.e. natural disasters) YES NO

If not, please explain:

A4. _____



EMERGENCY AND URGENT RESPONSE CONSTRUCTION SERVICES
CONTINUING AGREEMENT

THIS AGREEMENT, is made effective as of November 21, 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 **Garney Companies, Inc.**, (herein referred to as the "Contractor"), whose mailing address is 1700 Swift Street, North Kansas City, Missouri 64116.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued a Request for Proposals ("RFP") No. C006914 on August 21, 2025 for emergency and urgent response construction service-continuing contract. Contractor shall provide emergency and urgent general construction, repair, and maintenance services as requested by the District over a three-year continuing contract term;

WHEREAS, five (5) proposers responded, and Garney Companies, Inc. was a high-ranking firm. The Contractor was subsequently selected for one of the three continuing contracts for these services; and

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

1. DEFINITIONS.

A. Agreement. The term "Agreement" or "Contract" represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Section 10.

B. Services.

i. The term "Services" or "Work" as used in this Agreement shall be construed to include all Services set forth in **Exhibit A**, imposed upon the Contractor by this Paragraph and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed under this Agreement and where any Task Work Orders have been issued pursuant to Section 3 and where any Amendments have been issued pursuant to Section 10 of this Agreement.

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

C. General Conditions. The capitalized terms used herein may have the meanings set forth in the General Conditions for Construction (herein referred to as the "General Conditions"). References herein referring to numbered articles and paragraphs in the General Conditions shall be specified as such, however, references to sections refer to those in this Agreement.

2. **SCOPE OF SERVICES.** A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with **Exhibit A - Scope of Work** and the Exhibits outlined in Section 32 - Project Specifications and Section 33 - Contract Documents.

3. **CONTRACT TIME.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Term. This Agreement shall commence on **DECEMBER 1, 2025** and continue in effect for a term of **THREE (3) YEARS**, through and including **NOVEMBER 30, 2028**.



- B. Optional Renewal. The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
- C. Initial Request. Once a project has been identified, the Owner will request service. The Contractor shall respond on-site no later than the response timelines set forth in **Exhibit A - Scope of Work** unless Owner requests scheduled or future work.
- D. Project Proposal. The Contractor shall provide a detailed proposal utilizing the pricing outlined in **Exhibit B - Unit Price Schedule** with associated quantities for each line item. The detailed proposal shall be submitted to the Owner within twenty-four (24) hours after initial request. If Owner determines an emergency or urgent condition exists, Contractor will begin work under direction of Owner using the billing rates established in the Agreement while a formal proposal and Task Work Order is drafted for the project.
- E. Task Work Orders for Projects.
- i. Individual Projects: Contractor is required on-site based on the response timelines outlined in Exhibit A. In such cases, written authorization from the Owner's Representative (or designee) in the form of an email or text may be utilized as authorization to proceed. However, Contractor will still provide a proposal to Owner, and a Task Work Order will be completed to memorialize the services and pricing under the Agreement.
 - ii. Scheduled/Future Projects: If Owner requests service for a future date and does not require the emergency or urgent response timelines outlined in Exhibit A, Contractor shall not commence work until a Task Work Order is executed and provided by the Owner.
 - iii. Task Work Orders shall, by mutual agreement of the parties, set forth the: (a) scope of services for the individual project; (b) price breakdown; (c) project schedule; and (d) subcontractor/sub-consultant proposals, if applicable.
 - iv. Contractor shall complete assigned projects within the time limits specified in the Task Work Order and timelines shall be strictly enforced by Owner. At no time will Contractor be allowed to lag behind. Contractor will be expected to accurately track Contract Time and progress for each assigned project. Task Work Orders for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.
- F. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of Owner. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the Owner's Representative, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by Owner.
- G. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by Owner, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
- H. None of the provisions of this Section shall exclude Owner's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by Owner for the procurement of additional services.
4. **COMPENSATION**. Owner shall compensate the Contractor an amount not to exceed **THREE MILLION AND ZERO ONE-HUNDREDTHS DOLLARS (\$3,000,000.00)**, (the "Maximum Limiting Amount") for its Services and in consideration of the terms and conditions of this Agreement, and based on the amounts approved on executed Task Work Orders in accordance with rate schedule set forth in **Exhibit B - Unit Price Schedule**. Completed projects must be approved and agreed upon by the Owner's Representative before payment will be made.
- A. Applications for Payment. The Contractor shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "Payment Application Date"), deliver to the Owner an Application



for Payment in accordance with the provisions of Article 9 of the General Conditions. A progress report and updated project schedule must be submitted with each monthly Application for Payment indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event a project is suspended or abandoned.

- B. **Monthly Progress Payments.** The compensation amount under this Section shall be paid by Owner, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by Owner. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws. Prior to payment, the Owner’s Representative shall review and approve the Contractor’s Application for Payment, pursuant to Article 9 of the General Conditions. However, the Owner shall have no obligation to make payment if it has withheld approval as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Owner’s Representative approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in Section 218.735, Florida Statutes.
- C. **Project Schedule and Progress Reports (if requested by Owner).** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percentage of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- D. **Pricing Documentation.** Contractor shall provide any and all documentation required by Owner in connection with labor, materials, and equipment. Any pricing submitted for materials, equipment, or services provided by a subcontractor or supplier must be accompanied by comprehensive documentation to support the cost. This documentation shall include, but is not limited to, the following: (i) Manufacturer/Supplier Cost Data: Copies of actual quotes, invoices, or documented cost breakdowns from the manufacturer or supplier, detailing material costs, labor, equipment, and any other direct or indirect costs; and (ii) Subcontractor Proposals: Copies of all subcontractor proposals received for any portion of the Services.
- E. **Final Payments.** Final payment for each individual project shall be paid to the Contractor after completion of those items set forth in the TWO and/or Punch List and after Owner approval of the final Application for Payment for said project.
- F. **Invoice Form and Address.** All invoices shall be in the form required by Owner, reference the contract number, and shall be addressed appropriately as outlined below based on the Owner’s Representative/department the task work order/invoice pertains to:

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

- G. **Payment of Invoices.** The Owner’s Representative must review and approve all invoices prior to payment. Owner approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in sections 218.73 and 218.735, Florida Statutes, as applicable.
- H. **Withholding of Payment.** Owner reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and



has not been remedied or resolved in a manner satisfactory to the Owner's Representative; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within thirty (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

- I. Amendments to Services. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of this section; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same. Owner retains the right to reduce any portion of Contractor's Services at any time. Any additions or reductions to the Scope of Services and Not to Exceed Amount shall be in accordance with the provisions of Section 10 of this Agreement.
 - J. 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.
5. **LIQUIDATED DAMAGES.** As specified in Task Work Orders. Should the Contractor fail to achieve Substantial Completion by the date provided in Task Work Order, 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 (specified in Task Work Order, if applicable) 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.
6. **INSURANCE AND INDEMNIFICATION.**
- A. The Contractor shall at its expense procure and maintain during the life of this Agreement (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
 - i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence. This coverage must be maintained for two (2) years after contract expiration;
 - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
 - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
 - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;
 - v. If 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.



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- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
 - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
 - viii. If 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.
 - ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at vendors@oversightdistrict.org.
 - C. CANCELLATION. All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
 - D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
 - E. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
 - F. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
 - G. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the District 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.



7. **SUSPENSION OR TERMINATION.** Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the amount earned by it, plus any earned amounts for Additional Services performed pursuant to Sections 4 and 10, through the date of termination.
8. **NON-FUNDING.** In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.
9. **FORCE MAJEURE.**
 - A. 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.
 - B. 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.
 - C. 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.
10. **MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.**
 - A. An Amendment may consist of additions, deletions, or other modifications to the Agreement which shall be in writing and mutually agreed upon by both parties.
 - B. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue an Amendment which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Amendment, the Contractor shall promptly proceed with the Amendment, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Section 4 in this Agreement.
11. **REPRESENTATIONS.** Contractor hereby represents to Owner that: (A) it has the experience and skill to perform the Services as set forth in this Agreement; (B) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (C) it has by careful examination satisfied itself as to all other matters or things which could in any manner affect the performance of the Services.
12. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
 - A. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - B. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.



- C. The Deliverables (if any) shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Owner.
- D. Contractor shall comply with all applicable federal, state, and local laws, statutes, rules, codes, ordinances, agency regulations and orders of any public, quasi-public or other government authority including without limitation, the requirements of the Americans with Disabilities Act of 1990 ("ADA"), as same may be amended from time to time, which have jurisdiction and which are current at the time Contractor renders Services hereunder.
13. **ARCHITECT/ENGINEER.** Contractor shall refer to Plans and additional Specifications provided with each individual project, if any.
14. **PROTECTION OF PERSONS AND PROPERTY.**
- A. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
- B. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- C. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.
15. **OWNERSHIP OF WORK PRODUCT.**
- A. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Section 17 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.
- B. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral



rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

16. **BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.
17. **PROMOTION/CONFIDENTIALITY.** The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or 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 related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
18. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:
 - A. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.
 - B. Owner reserves the right to approve or disapprove the use of any Subcontractor for this Agreement.
 - C. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.
 - D. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

**19. NOTICE.**

- A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 10450 Turkey Lake Road, Box #690519
 Orlando, Florida 32869
 Attention: Contracting Officer

If to Contractor: GARNEY COMPANIES, INC.
 1700 Swift Street
 North Kansas City, Missouri 64116
 Attention: William Poczekaj

or to such other address as either party may direct by notice given to the other as hereinabove provided.

- B. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

20. THE OWNER'S REPRESENTATIVE.

- A. **Reedy Creek Energy Services**, whose designated representative is **Brad Burchett**, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this 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.
- B. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

21. MISCELLANEOUS PROVISIONS.

- A. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for



all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

- B. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- C. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

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

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

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

23. **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.

24. **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. 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.

25. **LEGAL PROCEEDINGS.**

- A. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.
- B. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be 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 (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- C. If any provision 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.

26. **ASSIGNMENT.** 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.



27. **EFFECTIVE DATE.** 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.
28. **HEADINGS.** 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.
29. **ENTIRE AGREEMENT.** This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties. 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.
30. **WARRANTY.** Contractor warrants all labor, materials, and equipment furnished under the agreement are new, 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 project 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 project 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.
31. **PUBLIC CONSTRUCTION BOND.** Performance and Payment bonds will be required for any single task work order over \$200,000 and will be paid as a separate line item. Contractor shall include the line item for a bond in their proposal for individual projects of \$200,000 or more. In such cases, the Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. The Public Construction Bond must be recorded in the county where the project is located.
32. **PROJECT SPECIFICATIONS.** All work shall be in accordance with all applicable federal, state and local codes and regulations, including but not limited to the following specifications and documents, which are incorporated by reference:
- A. The Project Specifications listed below are available for viewing and download under Request for Proposals (RFP) No. C006914: Emergency and Urgent Response Construction Services - Continuing Contract at: <https://vendors.planetbids.com/portal/62171/bo/bo-detail/132296>, under documents.
- Central Florida Tourism Oversight District ("CFTOD") Project Specific Safety Plan ("PSSP") Requirements.
 - Reedy Creek Energy Services ("RCES") Contractor Safety Expectation - Confined Spaces, dated March 13, 2018.
 - Reedy Creek Energy Services ("RCES") Lockout/Tagout ("LOTO") Program, including Appendix 1-4.
- B. In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.



33. CONTRACT DOCUMENTS.

A. The Contract Documents which comprise the entire understanding between the Owner and Contractor, shall only include (1) this Agreement; (2) those documents listed in this Section as Exhibits to this Agreement; and (3) those documents identified in the Project Specifications Section of this Agreement. Each Exhibit is incorporated herein by reference for all purposes.

- Exhibit A: Scope of Work (A-1 through A-4)
- Exhibit B: Unit Price Schedule (B-1 through B-4)
- Exhibit C: Special Contract Conditions (C-1 through C-15)
- Exhibit D: General Conditions for Construction (D-1 through D-26)
- Exhibit E: Sample Forms (E-1 through E-8)
- Exhibit F: Contractor Proposal (F-1 through F-12)

B. If there is a conflict between the terms of this Agreement, Project Specifications and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Project Specifications and Exhibits. If there is a conflict between the Project Specifications and the Exhibits, the Project Specifications shall prevail.

C. If there is a conflict between the terms of the Exhibits the order of precedence is as follows: (1) Exhibit A, (2) Exhibit C, (3) Exhibit D, (4) Exhibit E, (5) Exhibit B, then (6) Exhibit F.

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
GARNEY COMPANIES, INC.

Signature: _____
As authorized by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: November 21, 2025

Signature: William Poczekaj

Print Name: William Poczekaj

Title: Director

Date: November 11, 2025

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006914

SECTION 1. SCOPE OF WORK OVERVIEW

- 1.1 Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and incidentals necessary to provide emergency and urgent general construction, repair, and maintenance services for the District over a three-year continuing contract term.
- 1.2 Services will be performed on an as needed, on-call basis in response to urgent conditions that require immediate attention to protect District property, maintain operations, or ensure public safety.

SECTION 2. SCOPE OF WORK

- 2.1 The Contractor shall respond rapidly to emergency and urgent calls for general construction and utility services, which may include, but are not limited to:
 - A. Structural repairs and modifications
 - B. Concrete and asphalt work, including demolition and restoration
 - C. Excavation, trenching, and backfilling
 - D. Site grading and stabilization
 - E. Temporary structures, shoring, and safety barriers as required
 - F. Coordination with other trades and District personnel
 - G. Protection of existing facilities during construction
 - H. Site cleanup and disposal of waste materials in compliance with environmental regulations
 - I. Pipe lining installation and repair
 - J. Welding services
 - K. High-temperature hot water system services and repairs
 - L. Chilled water system services and repairs
 - M. Boiler services and repairs
 - N. Plumbing services and repairs
 - O. Pipe fitting and stabilization
 - P. Pipe protection
 - Q. Roadway depression investigation
 - R. Underground utilities inspection, installation, and repair
 - S. Hot tap/line stop services
 - T. Hauling and disposal of excess materials
 - U. Emergency or urgent response for minor repairs
 - V. All other related construction and repair tasks as required by the District during emergency situations.
- 2.2 The specific scope of work shall be set forth in individual Task Authorizations issued by the Owner as needed. If Owner determines an emergency condition exists, Contractor will begin work under direction of Owner using the billing rates established in the Agreement while a formal proposal and Task Work Order is drafted for the project.
- 2.3 **Response:**
 - A. Contractor must be available 24/7/365 to respond to emergency calls.
 - B. Contractor should be able to mobilize and arrive on site within **two hours (2 HRS)** of notification by the District. Work shall be performed continuously until the emergency condition is resolved or stabilized, unless otherwise directed by the District. Urgent, but non-emergency work can mobilize and arrive on site in three to four hours (3-4 HRS).
- 2.4 Contractor shall provide detailed incident reports after completion of each emergency and urgent call, including before-and-after documentation.
- 2.5 The District may decide to Owner direct purchase any parts or materials for Contractor use during the term of the Agreement.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006914

SECTION 3. CONTRACTOR REQUIREMENTS

- 3.1 All work shall meet applicable codes, safety standards, and District specifications, even during emergency and urgent conditions. Work areas shall be always secure to ensure safety of District personnel and the public.
- 3.2 Comply with confined space entry and lock out/tag out safety requirements. Refer to RCES Lockout Tagout and RCES Confined Space documents in Section 32 - Project Specifications.
- 3.3 Contractor must have their Project Specific Safety Plan ("PSSP") accepted by CFTOD Safety prior to commencement of work. Refer to CFTOD PSSP Requirements in Section 32 - Project Specifications.
- 3.4 Contractor shall adhere to any and all RCES Specifications applicable to each specific project for a Task Work Authorization.
- 3.5 The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment ("PPE"), including but 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.
- 3.6 Contractor's service vehicle shall contain all parts, equipment, and materials necessary to perform services. Damage attributed to the Contractor shall be repaired immediately at no cost to the District.
- 3.7 Special access throughout property will need to be approved prior to work being performed at the Energy Plants.
- 3.8 Contractor must maintain valid licensing, accreditations, and certifications applicable to the services throughout the term of the Agreement.
- 3.9 Safety Training: The Contractor is 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.

SECTION 4. EMPLOYEES

The following applies to ALL contract work:

- 4.1 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 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.
- 4.2 All Contractor employees are expected to present a professional, businesslike image to clients, visitors, customers and the public. Contractor shall ensure that all vehicles and uniforms used by their staff are identified with company name and logo.
- 4.3 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.
- 4.4 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.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006914

- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 All services shall be approved by and scheduled through the District or its authorized representative.
- 4.10 All services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (b) all codes, rules, regulations, and requirements, of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

SECTION 5. TASK WORK ORDERS

- 5.1 Services will be requested as needed by District, and will be authorized on a Task Work Order ("TWO") basis. Task Work Order review and approval process (sample "TWO" form included in **Exhibit E – Sample Task Work Order Form**):
 - A. The District will request written proposal from the Contractor. Written proposals must include the following:
 - 1. Scope of Services (should be detailed and outline all tasks);
 - 2. Itemized Pricing (should be detailed to ensure the rates are pursuant to Agreement);
 - 3. Project Schedule; and
 - 4. Subcontractor and/or sub-consultant proposals, if applicable.
 - B. If Owner determines an emergency condition exists, Contractor will begin work under direction of Owner using the billing rates established in the contract while a formal proposal and Task Work Order is drafted for the project.
- 5.2 Liquidated Damages & Notice to Proceed ("NTP") dates will be negotiated for each project. Failures upon the part of the Contractor to complete the specific project within the time frame after receiving the Notice to Proceed ("NTP") will be assessed Liquidated Damages per day in the amount the District will determine for each project.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006914

- 5.3 Task Work Orders will be assigned to contract holders on an alternating basis while utilizing a fair and balanced approach, while also considering the best qualified contractor for a particular job, at the sole discretion of the District.
- 5.4 The District does not guarantee the number of assignments, if any or the dollar value of fees for tasks that may be assigned. This Agreement shall be non-exclusive and without limitation upon the District to obtain services from third parties as the District deems appropriate in its sole discretion.

End of Exhibit A

Exhibit B
UNIT PRICE SCHEDULE
CONTRACT NO. C006914

In accordance with Article 12 of the General Conditions for Construction, the following Unit Price Schedule may be used for the Contract Work (individual projects) as the Owner may direct.

SECTION 1. LABOR RATES

The hourly wage rates shall be utilized for calculating the total cost of labor pursuant to this Agreement. All hourly wage rates set forth herein are inclusive of the Contractor’s overhead, profit and cost of all employee burdens, benefits, insurance and Worker’s Compensation coverage. The Contractor shall provide, if so required by Owner, as supporting data, evidence of the direct cost of labor, Contractor’s overhead, profit, and each category of employee burden, benefit and related cost.

- **Standard** labor shall be between the hours of 8:00 AM and 5:00 PM Eastern Standard Time, Monday through Friday.
- **Overtime** labor shall be defined as any hours worked outside of Standard (above).

Labor Category	UOM	Standard Rate	Overtime Rate
Principle-in-Charge	HR	\$405.00	\$405.00
Regional Manager	HR	\$368.00	\$368.00
Area Manager	HR	\$337.00	\$337.00
Sr. Project Manager	HR	\$320.00	\$320.00
Project Manager	HR	\$262.00	\$262.00
Asst. Project Manager (Sr. PE)	HR	\$219.00	\$219.00
Project Engineer	HR	\$177.00	\$177.00
Sr. Superintendent	HR	\$324.00	\$324.00
Superintendent	HR	\$263.00	\$263.00
Assist. Superintendent	HR	\$222.00	\$222.00
Field Engineer	HR	\$177.00	\$177.00
BIM/VDC	HR	\$241.00	\$241.00
Scheduler	HR	\$218.00	\$218.00
Field Clerk	HR	\$98.00	\$98.00
Project Coordinator	HR	\$118.00	\$118.00
Regional Safety Manager	HR	\$269.00	\$269.00
Safety Manager	HR	\$199.00	\$199.00
QA/QC Support	HR	\$222.00	\$222.00
Chief Estimator	HR	\$263.00	\$263.00
Sr. Estimator	HR	\$224.00	\$224.00
Estimator	HR	\$195.00	\$195.00
Foreman (Job Foreman)	HR	\$155.00	\$232.50
Equipment Operator 1	HR	\$115.00	\$172.50
Pipelayer	HR	\$112.00	\$168.00
Laborer 1	HR	\$93.00	\$139.50
Carpenter	HR	\$112.00	\$168.00
Crane Operator	HR	\$135.00	\$202.50
Intern/Co-Op	HR	\$90.00	\$135.00
Welder	HR	\$171.00	\$256.50

SECTION 2. EQUIPMENT RATES

The table below lists each type of equipment to be utilized in the performance of the Work and the daily, weekly and monthly rate corresponding to each. Each and every listed rate is an all-inclusive rate, which includes but is not necessarily limited to, the cost of purchasing, leasing, maintaining, licensing, transporting and fueling the equipment, the Contractor’s overhead and any profit to be derived by the Contractor from

Exhibit B
UNIT PRICE SCHEDULE
CONTRACT NO. C006914

the use of the equipment pursuant to the Agreement, and is not subject to additional markup by the Contractor.

Each and every equipment rate shall remain in effect for the duration of the Contract and shall apply to both additions to and deletions from the Work (collectively, changes to the Work). Any costs for such equipment that are attributable to changes to the Work shall be computed on a net daily, weekly or monthly basis, as applicable, multiplied by the corresponding rate.

The rates applied in such computations shall be strictly applied in the following manner: the daily rate shall be applied when the equipment is utilized for more than one (1) but less than five (5) consecutive days; the weekly rate shall be applied when the equipment is utilized for more than five (5) consecutive days but less than four (4) consecutive weeks; and, the monthly rate shall be applied when the equipment is utilized for four (4) or more consecutive weeks, including any net portions thereof, which shall be applied on a prorated basis. The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment.

Equipment Description	Size Class	Daily Rate	Weekly Rate	Monthly Rate
AIR COMPRESSORS				
Atlas Copco XAS146	250 - 599 cfm	\$310.00	\$1,235.00	\$4,405.00
Doosan P185	135-249 cfm	\$145.00	\$575.00	\$2,050.00
Ingersoll Rand HP300WCU	250 - 599 cfm	\$295.00	\$1,180.00	\$4,220.00
Ingersoll Rand HP750WJD	600 - 899 cfm	\$410.00	\$1,640.00	\$5,860.00
ARTICULATED FRAME GRADERS				
Komatsu GD655-3	145 - 169 HP	\$700.00	\$2,790.00	\$9,965.00
Lee-Boy 685B	75 - 114 HP	\$490.00	\$1,965.00	\$7,010.00
ARTICULATED REAR DUMPS				
Caterpillar 740B (disc. 2015)	35 MTons & Over, 24.2 - 31.3 cy	\$1,390.00	\$5,550.00	\$19,820.00
Caterpillar 740C EJ	35 MTons & Over, 23.5 - 31.1 cy	\$1,600.00	\$6,405.00	\$22,870.00
Komatsu HM300-2	26 - 29 Mtons, 16.9 - 21.7 cy	\$1,070.00	\$4,275.00	\$15,260.00
Komatsu HM300-5	26 - 29 Mtons, 17.5 - 22.4 cy	\$1,130.00	\$4,515.00	\$16,125.00
Komatsu HM400-2	35 MTons & Over, 21.6 - 29.2 cy	\$1,385.00	\$5,545.00	\$19,795.00
Komatsu HM400-5	35 MTons & Over, 23.8 - 31.4 cy	\$1,930.00	\$7,725.00	\$27,590.00
Volvo A25C 6X6	20 - 25 Mtons, 13.9 - 17.7 cy	\$1,075.00	\$4,295.00	\$15,340.00
Volvo A25G 6X4	20 - 25 Mtons, 15.3 - 19.6 cy	\$1,675.00	\$6,695.00	\$23,905.00
COMPACT TRACK LOADERS				
Bobcat T450	2,000 lbs.	\$435.00	\$1,745.00	\$6,235.00
Bobcat T870	3,525 lbs.	\$645.00	\$2,575.00	\$9,195.00
Case TR270	1,890 lbs.	\$515.00	\$2,060.00	\$7,350.00
Case TR320	2,240 lbs.	\$525.00	\$2,090.00	\$7,460.00
Case TR380	2,660 lbs.	\$370.00	\$1,470.00	\$5,255.00
Case TV380	2,850 lbs.	\$715.00	\$2,855.00	\$10,195.00
Caterpillar 239D3	1,530 lbs.	\$425.00	\$1,700.00	\$6,070.00
Caterpillar 289D	2850 lbs.	\$590.00	\$2,360.00	\$8,420.00
Caterpillar 289D3	2,890 lbs.	\$558.00	\$2,412.00	\$9,371.00
Caterpillar 299D2 XHP	3201 lbs. >	\$690.00	\$2,765.00	\$9,865.00
Caterpillar 299D2	3,200 lbs.	\$635.00	\$2,530.00	\$9,040.00

Exhibit B
UNIT PRICE SCHEDULE
CONTRACT NO. C006914

Equipment Description	Size Class	Daily Rate	Weekly Rate	Monthly Rate
COMPACTORS				
Reversible Plate Tamp	Impulse Force 10,001 - 20,000 lbs.	\$160.00	\$700.00	\$2,724.00
Jumping Jack	3,060 lbs./blow (Jumping Jack)	\$54.00	\$236.00	\$915.00
Wacker RT560	Thru 25 Inches (Trench Compactor)	\$705.00	\$2,815.00	\$10,045.00
Wacker RT820	26 - 34 Inches (Trench Compactor)	\$710.00	\$2,845.00	\$10,160.00
Bomag BW145DH-40	W/O Ballast 5.0 - 7.9 MTons	\$635.00	\$2,535.00	\$9,050.00
Bomag BW211PD-3	8.0 - 11.9 MTons	\$600.00	\$2,400.00	\$8,575.00
Bomag BW211PD-5	8.0 - 11.9 MTons	\$570.00	\$2,285.00	\$8,150.00
Caterpillar 815F Series 2	200 - 299 HP	\$1,770.00	\$7,080.00	\$25,280.00
Caterpillar CP-56	8.0 - 11.9 MTons	\$855.00	\$3,425.00	\$12,230.00
Caterpillar CP-563E	8.0 - 11.9 MTons	\$775.00	\$3,100.00	\$11,070.00
Dynapac CT262 (Disc. 2006)	200 - 299 HP	\$900.00	\$3,605.00	\$12,865.00
Hamm 2422DSB	12.0 - 14.9 MTons	\$650.00	\$2,605.00	\$9,310.00
Hamm 3205PB	5.0 - 7.9 MTons	\$480.00	\$1,920.00	\$6,850.00
Hamm 3412PB	12.0 - 14.9 MTons	\$665.00	\$2,660.00	\$9,500.00
Hamm 3412P	12.0 - 14.9 MTons	\$575.00	\$2,300.00	\$8,220.00
Hamm HD+120VO	11.3 MTons & Over	\$1,285.00	\$5,145.00	\$18,380.00
Hamm HD12VV	1.8 - 2.9 MTons	\$380.00	\$1,520.00	\$5,425.00
Multiquip MVH158GH	96 - 250 Kg (6,070 lbs./blow) Plate	\$69.00	\$275.00	\$985.00
Sakai SV400D-II	5.0 - 7.9 Mtons (67" Smooth Drum)	\$580.00	\$2,325.00	\$8,305.00
DEWATERING PUMPS				
Self-Priming Trash Pumps	4" Diesel, 44,000 Gal/Hr.	\$311.00	\$1,429.00	\$5,871.00
Self-Priming Trash Pumps	6" Diesel, 90,000 Gal/Hr.	\$478.00	\$2,143.00	\$8,602.00
Self-Priming Trash Pumps	8" Diesel, 125,000 Gal/Hr.	\$501.00	\$2,228.00	\$8,912.00
Heavy Duty Centrifugal Pumps	4" Diesel, 40,000 Gal/Hr.	\$266.00	\$1,197.00	\$4,824.00
Heavy Duty Centrifugal Pumps	8" Diesel, 125,000 Gal/Hr.	\$424.00	\$1,880.00	\$7,507.00
Suction Hose	4"x25'	\$5.00	\$21.00	\$76.00
Suction Hose	6"x25'	\$19.00	\$74.00	\$267.00
Discharge Hose	4"x25'	\$4.00	\$15.00	\$57.00
Discharge Hose	6"x25'	\$9.00	\$39.00	\$143.00
DOZERS				
Caterpillar D3K2	75 - 84 HP	\$790.00	\$3,451.00	\$13,579.00
Deere 700J XLT	105 - 129 HP	\$984.00	\$4,321.00	\$17,046.00
EXCAVATORS				
Bobcat E50	4.1 - 5.0 MTons	\$616.00	\$2,457.00	\$8,778.00
Bobcat E85	8.1 - 11.0 MTons	\$882.00	\$3,535.00	\$12,621.00
Caterpillar 308E2 CR	8.1 - 10 MTons	\$1,029.00	\$4,102.00	\$14,644.00
Caterpillar 315F L	16.1 - 19.0 MTons	\$1,247.00	\$5,393.00	\$20,938.00
Caterpillar 335F LCR	33.1 - 40.0 MTons	\$2,224.00	\$9,653.00	\$37,618.00
Caterpillar 336F	33.1 - 40.0 MTons	\$2,269.00	\$9,928.00	\$38,991.00
Caterpillar 349F	50.1 - 66.0 MTons	\$3,047.00	\$13,428.00	\$53,060.00
Caterpillar 374F L	66.1 - 90.0 MTons	\$3,978.00	\$17,464.00	\$68,768.00
LIGHT TOWERS				
Portable Heavy Duty Light Tower	Thru 7 KW, 11.5hp, 4 Lights, 30' Tower	\$161.00	\$807.00	\$3,498.00
LOADERS				
Caterpillar 938K	150 - 174 HP	\$978.00	\$4,275.00	\$16,809.00
Deere 624K	175 - 199 HP	\$896.00	\$3,931.00	\$15,495.00

Exhibit B
UNIT PRICE SCHEDULE
CONTRACT NO. C006914

Equipment Description	Size Class	Daily Rate	Weekly Rate	Monthly Rate
ON-HIGHWAY LIGHT DUTY TRUCKS				
4x4 1/2 Ton Ext. Cab, Gas	355 HP	\$296.00	\$1,379.00	\$5,715.00
4x4 1/2 Ton Crew Cab, Gas	325 HP	\$304.00	\$1,410.00	\$5,829.00
4x4 3/4 Ton Crew Cab, Diesel	440 HP	\$351.00	\$1,620.00	\$6,692.00
4x4 1 Ton Crew Cab, Diesel	440 HP	\$358.00	\$1,636.00	\$6,744.00
PAVEMENT BROOMS				
Broce RJ-350	80 HP Diesel	\$400.00	\$1,590.00	\$5,670.00
Lay-Mor 6HC/8HC	37HP Diesel	\$300.00	\$1,205.00	\$4,295.00
RUBBER TIRE BACKHOES				
Caterpillar 420FIT	14' to Under 15'	\$604.00	\$2,643.00	\$10,434.00
TRAILERS				
Gooseneck Flat Deck		\$222.00	\$964.00	\$3,747.00
Utility Trailer, Non-Tilt		\$74.00	\$323.00	\$1,260.00
Cargo Trailer		\$10.00	\$50.00	\$220.00
SAWS				
Walk Behind Saw	Husqvarana Model-FS400	\$115.00	\$491.00	\$1,468.00
Guillotine Saw	E.H. Wachs 16" Wire Saw	\$496.00	\$1,653.00	\$5,562.00
CONCRETE MIXERS				
Mortar Mixer	9 Cubic Feet	\$139.00	\$428.00	\$1,433.00
Mortar Mixer	3 Cubic Feet	\$70.00	\$214.00	\$717.00
EXCAVATOR ATTACHMENTS				
Hyd Plate Compactor	CAT 315	\$195.00	\$842.00	\$3,262.00
Compaction Wheel	54" Sheeps Foot	\$112.00	\$447.00	\$1,595.00
Compaction Wheel	24" Sheeps Foot	\$67.00	\$268.00	\$957.00
MISC				
Test Ball	24"-48"	\$288.00	\$577.00	\$1,731.00
Mitzer Rock Box	12 CY	\$249.00	\$498.00	\$1,493.00
Hydro Test Pump		\$172.00	\$549.00	\$1,487.00
Road Plate	8'x10'	\$47.00	\$94.00	\$283.00
Road Plate	8'x20'	\$68.00	\$135.00	\$406.00
Offroad Man Lift		\$331.00	\$1,656.00	\$7,176.00
Welder (Gas Powered)	Single - Pipe/Tube	\$183.00	\$917.00	\$3,975.00
Vacuum Locator		\$928.00	\$4,642.00	\$20,113.00
Forklift - Propane Powered		\$520.00	\$1,206.00	\$2,808.00
Utility Vehicle/ATV	2 Seater - Gas	\$205.00	\$1,027.00	\$4,449.00
TRENCH BOXES				
Steel	8X8	\$133.00	\$265.00	\$796.00
Steel	8X10	\$133.00	\$265.00	\$796.00
Steel	20X4	\$156.00	\$311.00	\$934.00
Steel	20X8	\$259.00	\$518.00	\$1,555.00
Steel	26X4	\$249.00	\$498.00	\$1,493.00
Steel	26X6	\$262.00	\$523.00	\$1,570.00
Steel	26X8	\$319.00	\$638.00	\$1,915.00
Steel	12X10	\$213.00	\$426.00	\$1,279.00
Steel	12X4	\$133.00	\$265.00	\$796.00
Steel	12X6	\$156.00	\$311.00	\$934.00
Steel	24X4	\$191.00	\$383.00	\$1,149.00
Steel	8X8	\$133.00	\$265.00	\$796.00
Steel	10X8	\$133.00	\$265.00	\$796.00
Aluminum Build A Box	10X10	\$383.00	\$766.00	\$2,297.00
Aluminum Build A Box	8X8	\$255.00	\$511.00	\$1,532.00

End of Exhibit B

Exhibit C
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914**

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 District Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914****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.

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914****C. CHLOROFLUOROCARBONS (“CFCs”)**

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914**

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

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

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

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

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

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914**

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

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

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

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

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

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

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

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914

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

VIII. LOCK OUT/TAG OUT ("LOTO")

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

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

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

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

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

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

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

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

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

Exhibit C
 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
 CONTRACT NO. C006914

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

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

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

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

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

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

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

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

IX. FALL PROTECTION

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914**

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

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

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

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

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

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

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

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

X. AERIAL WORK PLATFORMS ("AWP")

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

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

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

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

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914**

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

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

Exhibit C
 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
 CONTRACT NO. C006914

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914

Emergency Locate Tickets:

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

XIV. MOBILE CRANES

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

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914

A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

Exhibit C

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006914**

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

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

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

XVII. 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

End of Exhibit C

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914****CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
GENERAL CONDITIONS FOR CONSTRUCTION****ARTICLE 1 - DEFINITIONS**

- 1.1. **AGREEMENT/CONTRACT.** The sum of all Contract Documents. It represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Modification, as defined below. The Agreement shall be referred to throughout the Contract Documents as the "Agreement" or "Contract."
 - 1.1.1. The Contract Documents consist of those documents specified in Section 33 of the Agreement.
 - 1.1.2. Modifications to the Agreement may be accomplished by: (a) Change Order; (b) Directive; or (c) any other written amendment to the Agreement signed by both parties. 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.
 - 1.1.3. A Change Order is a written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Agreement. A Change Order may be accompanied by and/or may identify additional or revised Drawings, sketches or other written instructions, which become and form a part of the Contract Documents by virtue of the executed Change Order. Except as otherwise provided in Subparagraph 1.1.4., a Change in the Work, or a change in the Contract Time or the Contract Sum shall become the subject of a Change Order.
 - 1.1.4. A Directive is a written document issued by the Owner and consisting of additions, deletions, clarifications or other written instructions issued by the Owner with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of the Owner. A Directive may include, but shall not be limited to, a bulletin, an engineering change, or other orders or instructions. Directives may become the subject of a Change Order, either singularly or collectively. Directives shall become the subject of a Change Order if they involve a Change in the Work, or a change in the Contract Time or the Contract Sum.
- 1.2. **ARCHITECT/ENGINEER.** The person or entity having a direct contract with the Owner to design the Project or a portion thereof and to produce the Project Plans and Specifications or portion thereof, as identified in Section 13 of the Agreement or the most current Modification thereto, together with its subconsultants.
- 1.3. **CONTRACTOR.** The Contractor is the person or organization identified as such in the Agreement. The Contractor shall so designate a sufficient number of Project representatives that there shall be at least one authorized representative on the Job Site at all times in which the Work is being performed including, without limitation, a project manager (herein referred to as the "Project Manager") who shall at all times have authority to act (in all capacities necessary for the Work) for and bind the Contractor.
- 1.4. **JOB SITE.** The Job Site shall mean the area in which the Work is to be performed and such other areas as may be designated by the Owner for the storage of the Contractor's materials and equipment.
- 1.5. **OWNER.** The Owner is the person or organization identified as such in the Agreement. The term "Owner," whenever it appears in the Contract Documents, means the Owner and/or the Owner's Representative acting on behalf or for the benefit of the Owner (except as otherwise specified in the Contract Documents or as the context otherwise requires); provided, however, that with respect to any provisions of the Agreement which require the Contractor to provide insurance for the protection of the Owner or to release the Owner from, or waive, any claims the Contractor may have against it, the term "Owner" shall mean the Owner and its supervisors, officers, employees, agents and assigns and the Owner's Representatives and its parent, related, affiliated and subsidiary companies, and the officers, directors, agents, employees and assigns of each.
- 1.6. **OWNER'S REPRESENTATIVE.** The Owner's Representative is the person or organization designated from time to time by the Owner to act as its representative as identified in Section 20 of the Agreement or the most current Modification thereto.
- 1.7. **PLANS.** Wherever the words "Plan," "Plan Set" or "Plans" are used in the Contract Documents, they shall be construed as having the same meaning as Drawing or Drawings.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

- 1.8. PROJECT. The Project is the total construction of which the Work may be the whole or a part.
- 1.9. PROVIDE. Except as the context otherwise requires, the term "provide" means to furnish, fabricate, complete, deliver, install and erect including all labor, materials, equipment, apparatus, appurtenances and expenses, necessary to complete in place, ready for operation or use under the terms of the Specifications.
- 1.10. SUBCONTRACTOR; SUB-SUBCONTRACTOR.
 - 1.10.1. A Subcontractor is a person or organization having a direct contract with the Contractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.
 - 1.10.2. A Sub-subcontractor is a person or organization having a direct or indirect contract (on any tier) with a Subcontractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.

ARTICLE 2 - THE CONTRACT DOCUMENTS

- 2.1. EXECUTION, INTENT AND INTERPRETATIONS.
 - 2.1.1. The Contractor warrants and represents that, in executing the Agreement and undertaking the Work, it has not relied upon any oral inducement or representation by the Owner, the Owner's Representative, the Architect/Engineer or any of their officers or agents as to the nature of the Work, the Job Site, the Project conditions or otherwise.
 - 2.1.2. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. If the Contract Documents do not specifically allow the Contractor a choice as to quality or cost of items to be furnished, but could be interpreted to permit such choice, subject to confirmation or approval by the Owner, they shall be construed to require the Contractor to furnish the best quality. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
 - 2.1.3. Where conflict exists within or between parts of the Contract Documents, or between the Contract Documents and either applicable industry standards or applicable codes, ordinances or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used: the Agreement; the Scope of Work; the Special Conditions; the General Conditions; the Specifications; the Drawings. If the Contractor is required to perform any extra or corrective Work to comply with the preceding sentence, it shall not be entitled to an increase in the Contract Sum or Contract Time, and no claim shall result from such compliance. Subject to confirmation or approval by the Owner, large scale Drawings take precedence over smaller scaled Drawings, figured dimensions on the Drawings take precedence over scaled dimensions, and noted items on the Drawings take precedence over graphic representations.
 - 2.1.4. The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings, are not intended to influence the Contractor in its division of the Work among Subcontractors or its establishment of the extent of the Work to be performed by any trade.
 - 2.1.5. The Contractor shall submit a written request to the Owner for any interpretations necessary for the proper execution or progress of the Work. Such interpretations shall be issued in writing.
 - 2.1.6. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of the Owner that such conditions actually exist. The Contractor shall inspect the Job Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.
 - 2.1.7. The Contractor shall develop and maintain current "as-built" Plans to be provided to the Owner in accordance with Subparagraph 9.4.2. The Owner may inspect and copy such Plans at any time during the course of the Work.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

- 2.2. COPIES FURNISHED; OWNERSHIP. All Contract Documents and copies thereof furnished by the Owner, the Owner's Representative or the Architect/Engineer are and shall remain the Owner's property. They are not to be published or used by the Contractor on any other project and, with the exception of one complete set for the Contractor, are to be returned to the Owner upon completion of the Work.
- 2.3. NO ORAL WAIVER. The provisions of this Agreement cannot be amended, modified, varied or waived in any respect except by a Modification signed by the Owner. The Contractor is hereby given notice that no person has authority to orally waive, or to release the Contractor from, any of the Contractor's duties or obligations under or arising out of this Contract. Any waiver, approval or consent granted to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, the Owner may at any time require strict compliance with the Contract Documents as to any other matter.

ARTICLE 3 - OWNER

- 3.1. EASEMENTS. The Owner shall obtain and pay for any easements required for permanent structures.
- 3.2. ACCESS. The Owner shall at all times have access to the Work at each and every stage of preparation and progress. The Contractor shall provide facilities (including, without limitation, roadways) for such access.

ARTICLE 4 - THE OWNER'S REPRESENTATIVE

- 4.1. CONTRACTUAL RELATIONSHIPS. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner's Representative and the Contractor; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by the Contract Documents (including, but not limited to, the Owner's rights pursuant to Paragraph 7.2. and Articles 10 and 11 of these General Conditions).
- 4.2. ROLE. Except as otherwise provided in the Contract Documents, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder. If the Owner's Representative is an organization, then it shall, in turn, act through such person or persons as it may designate in writing from time to time. Only those so designated are authorized to grant on behalf of the Owner any approval, consent or waiver with respect to the Contract Documents or the Work, or to otherwise act for the Owner in any capacity whatsoever.

ARTICLE 5 - CONTRACTOR

- 5.1. REVIEW OF CONTRACT DOCUMENTS. In addition to the representations contained in Section 11 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further acknowledges that it has satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation and has assured itself of the adequacy and accuracy of each of the Contract Documents, as well as the compatibility of any combination thereof, as they relate to one another and to the scope of Work and the Schedule. The Contractor hereby warrants and represents to the Owner that the Contract Documents are suitable and adapted for the Work and guarantees their sufficiency for their intended purpose. The Owner shall not be responsible or liable to the Contractor for, and the Contractor hereby waives, any claims for changes, delays, accelerations, inefficiencies, impacts, and any other costs, damages, losses, or expenses of any nature whatsoever, resulting from any error, inadequacy, inaccuracy, inconsistency, insufficiency, unsuitability, discrepancy, ambiguity, omission, or insufficiency of detail or explanation in the Contract Documents. The Contractor shall perform no portion of the Work at any time without approved Contract Documents or, where required, shop drawings, product data, or samples, for such portions bearing the A/E's appropriate action stamp. Work performed in violation of this provision shall be at

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

the Contractor's risk. Nothing in this Paragraph 5.1. shall in any way limit the effects of Section 11 of the Agreement.

5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

- 5.2.1. The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, coordination, scheduling (subject to Article 8) and procedures, for all cleanup and for all safety and weather precautions and programs, in connection with the Work.
- 5.2.2. The Contractor shall employ a competent Project Manager and necessary assistants who shall be in attendance at the Job Site during the progress of the Work and who shall be satisfactory to the Owner. The Contractor shall remove any of its employees or agents (including, without limitation, the Project Manager) from the Project upon instruction from the Owner. The Project Manager shall not be changed except with the consent of the Owner unless the Project Manager ceases to be in the Contractor's employ.
- 5.2.3. The Contractor shall be responsible to the Owner for the acts and omissions of its employees. It shall also be responsible to the Owner for the acts and omissions of its Subcontractors and Sub-subcontractors, their agents and employees, and other persons performing any of the Work, in the same manner as if they were the acts and omissions of persons directly employed by the Contractor.
- 5.2.4. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Contract, including, without limitation, by any inspections or tests required or performed under Paragraph 5.7., or by approvals or other similar action with regard to shop drawings or submittals (of any type), or by the activities of persons other than the Contractor with respect to the Project. Further, notwithstanding the fact that a dispute, controversy or other question may have arisen between the parties hereto relating to the execution or progress of the Work, the interpretation of the Contract Documents, the payment of any monies, the delivery of any materials or any other matter whatsoever, the Contractor shall not be relieved of its obligations to pursue the Work diligently under the Contract Documents pending the determination of such dispute, controversy or other question.
- 5.2.5. The Contractor shall establish, implement and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Schedule and any Milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Contract Documents for the benefit of the Owner at the time of submission.

5.3. MATERIALS AND EQUIPMENT.

- 5.3.1. The Contractor shall, if so directed by the Owner, cause any or all materials and equipment to be manufactured in advance, and be warehoused either at the factory or elsewhere at the Contractor's cost. The Contractor shall cause all materials and equipment to be delivered to the Job Site in accordance with any schedule or schedules therefor established from time to time and approved by the Owner and, in any event, in a manner which will assure the timely progress and completion of the Work but will not encumber the Job Site unreasonably. Materials delivered to the Job Site for incorporation in the Work shall not be removed from the Job Site without the consent of or unless directed by the Owner.
- 5.3.2. The Owner may, from time to time during the performance of the Work and without any liability or obligation whatsoever to the Contractor or any of its Subcontractors or Sub-subcontractors, direct the Contractor to relocate, or cause to be relocated, to any other location on or off the Job Site, as designated by the Owner, any materials, equipment, office or storage trailers, storage sheds or the like brought onto the Owner's property by the Contractor or any of its Subcontractors or Sub-subcontractors, with which directions the Contractor shall promptly comply. Should such relocation not be completed within the time therefor established by the Owner, the Owner may accomplish such relocation and offset the costs incurred by it in accomplishing the same against any amounts then or thereafter due to the Contractor.
- 5.3.3. The Contractor shall give, or shall require its Subcontractors and their Sub-subcontractors to give, full and accurate quality, performance and delivery status reports, in a form satisfactory to the Owner, regarding any materials and equipment, or such other data with respect thereto as may be requested by the Owner, and shall obtain for the Owner the written

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

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 Agreement shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. This warranty is not limited by the provisions of Paragraph 14.2. of these General Conditions or Section 30 of the Agreement. All warranties and guarantees from Subcontractors or Sub-subcontractors (including, without limitation, manufacturers) shall be assignable to the Owner regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Owner and deliver them pursuant to Subparagraph 9.4.2. The Contractor's obligations under this Paragraph shall survive the expiration or sooner termination of the Contract.
- 5.5. **TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS.**
- 5.5.1. The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Job Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, the Owner may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or Sub-subcontractors and offset said amount against the Contract Sum.
- 5.5.2. The Contractor shall secure and pay for all governmental fees, permits and licenses which the Owner is not specifically required to provide and pay for under the Contract Documents.
- 5.5.3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Sum. The Contractor shall not unlawfully use or install any patented or copyrighted article, and any such unlawful use or installation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions for infringement of, or otherwise related to, any patent rights or copyrights, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the Owner may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses occasioned thereby shall be borne by the Contractor.
- 5.6. **COMPLIANCE WITH LAWS.** The Contractor shall, at its cost and expense, comply with each and every Federal, state and local law, ordinance, code, rule and regulation, as well as the lawful order or decree of any public or quasi-public authority, bearing on the performance of the Work specifically including, but not limited to, those specified in Subparagraph 10.1.2., and all applicable building codes. It shall be the responsibility of the Contractor to familiarize itself with all of the same, and any performance of the Work by or on behalf of the Contractor which is not in compliance therewith shall be at the Contractor's sole risk and expense. The Contractor shall notify the Owner prior to execution of the Agreement (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914****5.7. TESTS.**

- 5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise the Owner in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified.
- 5.7.2. The Owner may require any special inspection, testing or approval of the Work not included under Subparagraph 5.7.1., or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise the Owner in a timely manner (in writing, if practicable) as in Subparagraph 5.7.1. If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Contract Documents; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of the Owner, which, if incurred by the Owner, may be offset by the Owner against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, the Owner shall bear the costs of such inspection or testing.
- 5.7.3. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Owner.

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

ARTICLE 6 - SUBCONTRACTORS

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

6.2. AWARD OF SUBCONTRACTS.

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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

- 6.2.3. In the event the Owner and Contractor agree that the Owner may participate in any Subcontractor or Sub-subcontractor procurement activities, provided the Owner has informed the Contractor and allowed the Contractor the opportunity to participate and concur with such activities, the Contractor shall assume full responsibility for the results of any such activities including, without limitation, full responsibility for the Subcontractors' or Sub-subcontractors' awarded portions of the Work as a result thereof.
- 6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Agreement, and any increase in the Contract Sum shall be governed by Article 12.
- 6.3. SUBCONTRACTUAL RELATIONS.
- 6.3.1. All subcontracts and sub-subcontracts shall be in writing. Each subcontract and sub-subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions hereof to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by, and to require each of its Sub-subcontractors to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.
- 6.3.2. Each subcontract shall provide for its termination by the Contractor if, in the Owner's opinion, the Subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to its portion of the Work; and each Subcontractor shall be required to insert a similar provision in each of its sub-subcontracts. In the event of any such failure by a Subcontractor or Sub-subcontractor to comply with the requirements of the Contract Documents, such Subcontractor or Sub-subcontractor, as the case may be, shall, upon the Owner's request, be removed immediately from the Work and shall not again be employed on the Work. Any such failure (specifically including, without limitation, a failure to pay for labor (including applicable fringe benefits) or materials) by a Subcontractor or Sub-subcontractor shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.
- 6.4. PAYMENTS TO SUBCONTRACTORS.
- 6.4.1. Unless the Owner otherwise agrees or the Contract Documents otherwise provide, the Contractor shall pay each Subcontractor, upon receipt of payments from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's portion of the Work, less a percentage thereof equal to the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments due to any Sub-subcontractor.
- 6.4.2. If the Owner fails to approve a Contractor's Application for Payment, as hereinafter provided, for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall nevertheless pay that Subcontractor for its portion of the Work to the extent completed, less the retained percentage, such payment to be made no later than the date payment to the Contractor would otherwise have been made by the Owner.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

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

ARTICLE 7 - SEPARATE CONTRACTS

- 7.1. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with the Project or other work on the Job Site on any terms and conditions which the Owner may from time to time determine in its sole discretion (hereinafter referred to as "Separate Contracts"; and such other contractors are hereinafter referred to as "Separate Contractors").
- 7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.
- 7.2.1. The Contractor shall afford all Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work and shall properly cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.
- 7.2.2. If the execution or result of any part of the Work depends upon any work of the Owner or of any Separate Contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any Separate Contractor that render it unsuitable for the proper execution or result of any part of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or Separate Contractor's work as fit and proper to receive the Work, except as to defects which may develop in the Owner's or Separate Contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.
- 7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. Any such damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such damage, delay or interference, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.
- 7.2.4. Should any Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present to such Separate Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against such Separate Contractor prior to the institution of litigation or other proceedings against such Separate Contractor. If 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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

from them, any costs, expenses or losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused or allegedly caused by any Separate Contractor.

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

ARTICLE 8 - TIME**8.1. DEFINITIONS.**

- 8.1.1. Whenever the word "day" is used in the Contract Documents, it shall mean a calendar day unless otherwise specifically provided.
- 8.1.2. The Date of Commencement of the Work is the date established in a written notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established by the Owner in writing.
- 8.1.3. The Date of Substantial Completion of the Work (or "Substantial Completion") is the date, certified by the Owner, when all construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

8.2. PROGRESS AND COMPLETION; SCHEDULING.

- 8.2.1. All times and dates stated in the Contract Documents including, without limitation, those for the Commencement, prosecution, Milestones, Substantial Completion and final completion of the Work and for the delivery and installation of materials and equipment, are of the essence of the Contract.
- 8.2.2. The Contractor shall begin the Work on the Date of Commencement and shall perform the Work diligently, expeditiously and with adequate resources so as to meet all Milestones and complete all the Work within the Contract Time. The scheduling of the Work shall be performed and monitored by the Contractor utilizing a method to be chosen by the Owner. The Contractor (and its Subcontractors, if the Owner requires) shall furnish all scheduling information requested by the Owner (in such form and detail as requested for the particular portion of the Work; herein referred to as the "Schedule" or "Schedules") within two (2) weeks of the Owner's request, shall revise the same from time to time thereafter when so requested by the Owner, and shall attend such meetings concerning scheduling as the Owner may call from time to time. The Contractor shall comply with any Schedule or Schedules established by it and approved by the Owner, or established by the Owner with respect to the Commencement, performance, Milestones or completion of the whole or various portions of the Work. With respect to any portion of the Work for which a Schedule has not been established, the Contractor shall commence such portion of the Work within three (3) days of the date on which the Owner directs such commencement and shall thereafter prosecute and complete the same with all due diligence or as otherwise directed by the Owner. Neither the scheduling information submitted by the Contractor or its Subcontractors, the acceptance or approval thereof by the Owner nor the establishment or implementation of, or failure to establish or implement, Schedules by the Owner shall relieve the Contractor of its obligation to perform and complete the Work in a timely manner or to otherwise perform in accordance with the Contract Documents.
- 8.2.3. Float or slack time associated with any one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as set forth in an approved Schedule for the Work (assuming the critical path method is used), including any revisions or updates thereto. Float or slack time is not for the exclusive use or benefit of either the Owner or the Contractor. However, if float time associated with any chain of activities is expended but not exceeded by any actions attributable to the Owner, the Contractor shall not be entitled to an extension in the Contract Time.

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

- 8.3.1. The time during which the Contractor is delayed in the performance of the Work by the acts or omissions of the Owner, the Owner's Representative, acts of God, unusually severe and

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

abnormal climatic conditions or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for such delays shall be considered unless made in accordance with Paragraph 13.1.

- 8.3.2. The Owner and the Owner's Representative shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against them, on account of, any damages, costs or expenses of any nature whatsoever which the Contractor, its Subcontractors or Sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the Owner, or any of the events referred to in Subparagraph 8.3.1. above, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time, but only if claim is properly made in accordance with the provisions of Paragraph 13.1.
- 8.3.3. Whenever, in the opinion of the Owner, the Work falls behind Schedule due to the fault of the Contractor, the Contractor shall, to the extent necessary to meet said Schedule, increase its labor force and/or provide overtime, extra shifts, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from the Owner. Further, the Owner shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs the Owner may incur as a direct result of said increase in labor force or overtime, extra shifts, Saturday, Sunday and/or holiday work.
- 8.3.4. The Owner may, in its sole discretion and for any reason, direct the Contractor to accelerate the Schedule of performance by providing overtime, extra shifts, Saturday, Sunday and/or holiday work and/or by having all or any Subcontractors or Sub-subcontractors designated by the Owner provide overtime, extra shifts, Saturday, Sunday and/or holiday work.
- 8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts)).
- 8.3.4.2. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by a Subcontractor pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Subcontractor for the premium time (or shift differential for any extra shifts) of all labor utilized in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time cost of such labor), together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time.
- 8.3.4.3. Anything in the foregoing to the contrary notwithstanding, should the Owner's direction to the Contractor to accelerate the Schedule of performance pursuant to this Subparagraph 8.3.4. require the Contractor's or a Subcontractor's forces to work in excess of fifty (50) hours per week for a period in excess of four (4) consecutive weeks, the Owner shall pay to the Contractor, for each consecutive week after the fourth consecutive week in which the same forces are required to work in excess of fifty (50) hours, an additional amount equivalent to ten percent (10%) of the gross wages of Job Site labor, less payroll costs as defined in Subparagraph 12.2.1., paid to such forces on account of such overtime, Saturday, Sunday or holiday work pursuant to this Subparagraph 8.3.4. Such acceleration shall be referred to as "Extended Acceleration", and the payment described herein shall be the sole and exclusive remedy for such Extended Acceleration including, without limitation, all inefficiencies, impacts, added supervision and overhead, ripple effect or any other costs or expenses of any kind. Anything in this Subparagraph 8.3.4.3. to the contrary notwithstanding, the Owner shall have no obligation to make payments on account

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

of overtime, Saturday, Sunday or holiday work ordered pursuant hereto unless: (a) the Contractor shall submit to the Owner, for the Owner's review and approval, duly authenticated time tickets evidencing the hours of overtime, Saturday, Sunday or holiday work performed pursuant to this Subparagraph 8.3.4.3. by the end of the day on which performed and recapped in summary form; and (b) the Contractor shall include with its request for reimbursement a duplicate of each of the foregoing time tickets and such other substantiation of costs reimbursable hereunder as the Owner may require. If overtime, extra shifts, Saturday, Sunday or holiday work is performed in part pursuant to Subparagraph 8.3.3. and in part pursuant to this Subparagraph 8.3.4.3., the provisions of this Subparagraph 8.3.4.3. calling for payments by the Owner on account thereof shall only apply to such work performed pursuant to this Subparagraph 8.3.4.3.

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

ARTICLE 9 - PAYMENTS AND COMPLETION**9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.**

- 9.1.1. The "Payment Application Date" shall be that day of each calendar month designated in the Agreement when the Contractor shall deliver the "Application for Payment," as hereinafter defined, to the Owner.
- 9.1.2. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the Owner in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.
- 9.1.3. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the Owner, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Job Site; or (b) the tender of payment of the applicable Application for Payment by the Owner to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the Owner as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.

9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

- 9.2.1. If the Contractor has submitted an Application for Payment in the manner prescribed in the Contract Documents, the Owner shall, with reasonable promptness, approve the same (or

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

such portions thereof covering amounts it determines to be properly due) or shall state in writing its reasons for withholding its approval (whether of all or a part).

- 9.2.2. The Owner's approval of an Application for Payment shall not constitute a representation by the Owner that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Payment by the Owner be deemed a representation by the Owner: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Job Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.
- 9.2.3. No approval of an Application for Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Payment by the Owner, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.
- 9.2.4. Subject to the Owner's rights to offset or withhold as set forth in these General Conditions, after the Owner has approved an Application for Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Contract Documents.
- 9.3. PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK.
- 9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.
- 9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.
- 9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.
- 9.4.1. At such time as the Contractor deems the Work to be Substantially Complete, the Contractor shall 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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

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

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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

Specifications in the forms approved by the Owner, in favor of the Owner and such other persons as the Owner may direct (notwithstanding the foregoing, by execution of the Agreement, the Contractor shall be deemed to have guaranteed to the Owner the matters contained in the attached form of guarantee incorporated by reference into the Agreement); and (h) a fully and properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.

- 9.4.3. The making of final payment shall not constitute a waiver of any claims or rights by the Owner.
- 9.4.4. The acceptance of final payment shall constitute a waiver of all claims by the Contractor and shall constitute a general release of the Owner, the Owner's Representative and the Architect/Engineer by the Contractor.
- 9.4.5. If any Subcontractor or Sub-subcontractor refuses to furnish any release, satisfaction or waiver of lien required at any time by the Owner under Paragraphs 9.1., 9.3. or 9.4., or files a claim of lien against the Owner's property, the Contractor shall, if requested by the Owner and at the Contractor's expense, furnish a bond (separate and apart from any other bond provided by the Contractor hereunder) satisfactory to the Owner to exempt the Owner and its property from and against any such lien. The Contractor authorizes the Owner, and shall cause its Subcontractors and Sub-subcontractors to authorize the Owner, to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner's property, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse the Owner on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.
- 9.5. **BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.**
- 9.5.1. The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project or equipment at any time prior to completion of the Work upon two (2) days written notice to the Contractor (referred to herein as "Beneficial Occupancy"). The Owner shall use its best efforts to prevent such occupancy from interfering with the performance of the remaining Work; provided, however, that the Owner shall not be liable for any delays or additional costs of any nature caused by such occupancy.
- 9.5.2. Beneficial Occupancy shall not constitute acceptance by the Owner or the Owner's Representative of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed to be the equivalent of completion of the Work, shall not relieve the Contractor from its obligation to complete the Punch List, and shall not entitle the Contractor to any increase in the Contract Sum.
- 9.5.3. Anything in this Paragraph 9.5. to the contrary notwithstanding, the Owner may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and shall prepare and deliver to the Contractor a Certificate of Partial Substantial Completion for such portion of the Work. The Owner shall, within twenty (20) days from the date of the Certificate of Partial Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, and, upon the Contractor's timely completion or correction of the items on the Punch List and the Owner's approval thereof, accept that portion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List, shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The provisions of Paragraph 9.4., except as they relate to the Contractor's obligations to complete or correct the Work in accordance with the Contract Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.
- 9.6. **INDIVIDUAL PROJECTS.** The duties and responsibilities of the parties as set forth in this Article 9 may be applied to individual projects issued to Contractor under the Agreement. Each individual project shall follow the process outlined above with the exception of the close-out process. A close-out change order will be issued to Contractor at the end of the Agreement and after the completion of all individual projects. Individual projects, if applicable will be indicated in Section 3 and 4 of the Agreement.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914****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 their duties as aforesaid.
- 10.1.4. Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
- 10.1.5. The Contractor shall provide to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for their failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.
- 10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

10.1.7 The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby 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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

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

- 10.5. **CLEANUP.** The Contractor shall at all times keep the Job Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by its performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Job Site and the Project. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the Job Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor. The Contractor shall notify the Owner in advance of the generation, importation, storage, transportation or disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project.
- 10.6. **OWNER'S STANDARDS.** The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

ARTICLE 11 - INSURANCE; INDEMNIFICATION

- 11.1. - 11.7. **COMMERCIAL INSURANCE.** Refer to Sections 6.A.-6.F. of the Agreement.
- 11.8. **INDEMNIFICATION.** Refer to Section 6.G. of the Agreement.

ARTICLE 12 - CHANGES IN THE WORK

- 12.1. **CHANGE ORDERS AND DIRECTIVES.** The Owner may, without affecting the validity of the Contract Documents or any term or condition thereof, issue Change Orders, or Directives, or give other orders and instructions regarding the Work which may have the effect of ordering extra work or other changes in the Work by altering, adding to or deducting from the Work, modifying the method or manner of its performance or otherwise (herein sometimes referred to as "Changes in the Work"). The Contractor shall comply with all such orders and instructions issued by the Owner. In any such event, the Contract Sum shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided, however, that if the Contractor should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum or extension of the Contract Time on account thereof. Upon receipt of any such Change Order, or Directive or other order or instructions, the Contractor shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

in the Contract Sum has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.

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

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

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

12.2.3. If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

in the Work, or the cost, use or rental of small tools, defined as tools with a cost or value of less than \$1,000, or equipment owned by the Contractor or any of its related or affiliated companies), plus fifteen percent (15%) of gross wages (excluding payroll costs) of Job Site labor and direct material costs and six percent (6%) of rental costs (other than small tools or equipment owned by the Contractor or any of its related or affiliated companies) as the total overhead and profit. Only the entity actually performing the Change in the Work or a portion thereof shall be entitled to a mark-up as aforesaid for overhead and profit, but the Contractor may include up to six percent (6%) of the amount it will pay to any Subcontractor, and a Subcontractor may include up to six percent (6%) of the amount it will pay to any Sub-subcontractor (only a maximum of two contractual tiers of such markup may be included), for the Change in the Work as overhead and profit to the Contractor or Subcontractor. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification, names and social security numbers of the labor employed, the materials used, the equipment rented (not tools) and such other evidence of costs as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

- 12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.
- 12.2.5. The Work pursuant to this Agreement shall be performed by the Contractor at no extra cost to the Owner despite any order from the Owner which designates or contemplates a portion of the Work as a Change in the Work.
- 12.3. **CHANGES REQUIRING A DECREASE IN CONTRACT SUM.** If any Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days after the date of the Owner's request or such longer period of time established by the Owner therein and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner's Representative in its reasonable judgment. If the Contractor fails to render any proposal within the time required herein, the Owner may issue a unilateral deductive Change Order giving the Owner's reasonable estimate of the deductive Change, which shall become automatically binding upon the Contractor.
- 12.4. **DISPUTES REGARDING CHANGES.** If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.

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

ARTICLE 13 - CLAIMS

- 13.1. **CLAIMS FOR EXTENSIONS OF CONTRACT TIME.** No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.
- 13.2. **CLAIMS FOR INCREASES IN CONTRACT SUM.**
- 13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.
- 13.3. **NO OTHER CLAIMS.** The parties acknowledge that the provisions of Paragraphs 13.1. and 13.2. are included herein for the purpose of fixing and limiting the time within which, and the manner in which claims must be made; and that Paragraphs 13.1. and 13.2. do not grant to the Contractor any right to increases in the Contract Sum, or extensions in the Contract Time or any Milestones, not otherwise permitted or provided by the other terms and provisions of the Contract Documents.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914****ARTICLE 14 - UNCOVERING AND CORRECTION OF WORK; OWNER'S RIGHT TO CARRY OUT WORK****14.1. UNCOVERING OF WORK.**

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

14.2. CORRECTION OF WORK.

- 14.2.1. The Owner shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by the Owner, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay the Owner's schedule for completion of the Project or, if applicable, disturb the occupants of the completed Project, the Contractor shall perform such Work according to a schedule therefor established by the Owner (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.
- 14.2.2. If, within one (1) year after the Date of Substantial Completion of the Work (as determined by the Owner) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written instructions to that effect from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition.
- 14.2.3. The Contractor shall remove from the Job Site all Work which is defective or non-conforming and not corrected under Paragraph 5.4. or Subparagraphs 14.2.1. or 14.2.2. unless removal is waived by the Owner.
- 14.2.4. The Contractor shall bear the cost of making good all work of Separate Contractors (and any of the Owner's other structures or facilities) destroyed or damaged by such removal or correction.
- 14.2.5. If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from the Owner, the Owner may remove it and store the materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to the Owner. The obligations of the Contractor under this Subparagraph 14.2.5. shall be in addition to, and not in limitation of, any obligations imposed on it by law,

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

by any other provision of this Agreement or by any warranty or guarantee under this Agreement.

- 14.2.6. If the Contractor fails to correct any defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 14.3. In the event of a defect found after final acceptance of the Work by the Owner which the Contractor is obligated to correct pursuant to Subparagraph 14.2.2., the Owner may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.
- 14.3. OWNER'S RIGHT TO CARRY OUT WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Agreement, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from the Owner (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of Owner) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then the Owner may, without prejudice to any other remedy the Owner may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by the Owner, no notification shall be required. The Owner shall have the right to take possession of such portion of the Job Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and machinery of the Contractor located on the Job Site. If the Owner makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to the Owner.
- 14.4. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case an appropriate amount shall be offset against any amounts then or thereafter due to the Contractor; or, if the said appropriate amount of offset is determined after final payment (or if there is not then or thereafter due to the Contractor an amount sufficient to cover the offset available to the Owner), the Contractor shall, upon demand, pay the appropriate amount (or the difference after offset, as applicable) to the Owner.

ARTICLE 15 - TERMINATION OF CONTRACT

- 15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment later than the time periods established in section 218.735, Florida Statutes, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Agreement and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Agreement shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Agreement on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges that it can be adequately compensated by such money damages for any breach of this Agreement which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Agreement or suspend or abandon its performance of the Work.
- 15.2. TERMINATION BY OWNER FOR CAUSE.
- 15.2.1. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

Contractor should otherwise be guilty of a violation of, or in default under, any provision of the Agreement, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, three (3) days written notice, terminate the Agreement and the employment of the Contractor on the Project, take possession of the Job Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In addition, without terminating this Agreement as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Agreement (by reducing, in such manner the Owner deems appropriate, the scope of the Work to be performed by the Contractor) and complete the portion of this Agreement so terminated in such manner as the Owner may deem expedient, taking possession of such part of the Job Site and utilizing such materials, equipment, tools, construction equipment and machinery owned by the Contractor as may be necessary to accomplish the same. The Contractor hereby grants to the Owner the further right: (a) to enter upon any premises or property other than the Job Site in order to take possession of any materials, tools, equipment, machinery or other items intended for incorporation in the Work (or any portion thereof) or for use in the performance thereof; and (b) to receive an assignment of such subcontracts as the Owner deems necessary or desirable at the time of termination of this Agreement or a portion thereof.

- 15.2.2. If this Agreement is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Sections 4 and 7 of the Agreement. If a portion of this Agreement is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Agreement so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.
- 15.2.3. The remedies provided to the Owner in this Paragraph 15.2. are in addition to, and not in lieu of, any other rights or remedies available to the Owner under the Contract Documents, at law or in equity. In the event of any breach of this Agreement by the Contractor, and whether or not this Agreement is terminated by the Owner, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the Owner as a result thereof.
- 15.3. **TERMINATION BY OWNER WITHOUT CAUSE.** Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Agreement without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Agreement as a whole, the Owner may, for its convenience, terminate a portion of this Agreement (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Agreement shall be treated as a reduction in the scope of the Work pursuant to Article 12.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914****ARTICLE 16 - MISCELLANEOUS PROVISIONS**

- 16.1. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, to the exclusion of Florida rules of conflicts of laws.
- 16.2. **ASSIGNABILITY; SUCCESSORS AND ASSIGNS.**
- 16.2.1. This Agreement may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Agreement in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Agreement be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.
- 16.2.2. The Owner and the Contractor each binds itself and, to the extent permitted herein, its successors and assigns, to the other party and, to the extent permitted herein, the other party's successors and assigns, in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 16.3. **NOTICE.** All notices (whether or not designated as such herein) which are required under this Agreement to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).
- 16.4. **PERFORMANCE AND PAYMENT BONDS.** Unless waived or otherwise agreed by the Owner, the Contractor shall furnish (and if directed by the Owner shall require all or certain of its Subcontractors to furnish) a bond covering the faithful performance of this Agreement (or any such subcontract), as revised or modified from time to time, and a bond covering the payment of all obligations arising thereunder in full compliance with the then current provisions of Section 713.23, Florida Statutes (or any successor thereto); or, if applicable, Section 255.05, Florida Statutes, or any successor thereto), each in the full Contract Sum, as revised or Modified from time to time, and with such sureties as may be approved by the Owner. Each bond shall contain the following language: "The provisions and limitations of Section 255.05 or of Section 713.23, Florida Statutes, whichever is applicable to the Contract, are incorporated herein by reference, provided, however, that in the event of any conflict between the provisions of said Section 255.05 or Section 713.23 and those contained in this bond, the provisions of said Section 255.05 or Section 713.23 shall govern." If such bonds, or either of them, are stipulated in the bidding documents or in the Contract Documents, the premium therefor shall be paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Agreement or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. Bonds required under 255.05 must be recorded at the Orange County Courthouse prior to providing the recorded certified copy or original bond to the Owner. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Agreement (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.
- 16.5. **MAINTENANCE OF HARMONIOUS RELATIONS.** The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of the Owner to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. The Owner reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.

- 16.6. **UNION AGREEMENTS.** Regardless of the expiration of any collective bargaining agreement during the term of this Agreement which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the 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 Agreement, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.
- 16.8. **GENERAL.**
- 16.8.1. The captions of divisions, sections, articles, paragraphs, subparagraphs, clauses and the like in the Contract Documents are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, paragraphs, subparagraphs, clauses and the like. The parties agree that the Contract

Exhibit D

**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006914**

Documents shall not be construed more strictly against any party regardless of the identity of their drafter.

- 16.8.2. Unless otherwise specified, article, paragraph and subparagraph references appearing in these General Conditions are to articles, paragraphs and subparagraphs herein.
- 16.8.3. Wherever this Agreement obligates the Contractor hereunder to reimburse the Owner or others for attorneys' fees, such obligation shall not only include attorneys' fees incurred prior to and including litigation in the trial court, but also all attorneys' fees incurred in connection with any and all appellate proceedings, no matter to which court any appeal is taken and by whomever so taken.
- 16.8.4. Wherever this Agreement obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and its supervisors, administrators, officers, directors, agents, employees, agents, successors and assigns and Owner's Representative, and its parent, related, affiliated and subsidiary companies and the officers, directors, agents, employees and assigns of each; (ii) the Contractor shall defend (if requested by the Owner) and hold each indemnitee harmless; (iii) in the event of any such requested defense, the Owner may choose its legal counsel, control the litigation including, without limitation, determining legal strategy, settlement strategy and whether or not to file any appeals; (iv) the Contractor shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence, recklessness or intentional wrongful misconduct of any of those indemnified pursuant to any such provision, it being understood and agreed that no such comparative or contributing negligence, recklessness or intentional wrongful misconduct shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified; (v) no indemnification obligation hereunder shall be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any Worker's Compensation Act, disability benefit acts or other employee benefit acts; and (vi) all such indemnity provisions shall survive the expiration or sooner termination of this Contract.
- 16.8.5. Unless otherwise specifically provided herein, the Owner may withhold any consents, approvals or waivers required of it pursuant to the Agreement in its sole discretion.
- 16.9. ADJACENT LAND AND LANDOWNERS. To the extent the Work requires the Contractor to enter upon land owned by others than the Owner, or the Contractor is permitted to enter upon such land, then the Contractor shall, prior to entry, satisfy itself as to all conditions present upon such land and shall take all necessary precautions to protect all persons and property from injury or damage as a result of the Contractor's entry upon such land and shall promptly repair any damage to the land and any property located thereon. The Contractor shall defend, indemnify and hold harmless the owner(s) of such land from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by or arising out of the Contractor's entry upon such land. Nothing contained herein shall create any contractual relationship between the Contractor and the owner(s) of such land; however, it is acknowledged that the owner(s) of such land are intended third party beneficiaries of the obligations of the Contractor hereunder.

<< END OF GENERAL CONDITIONS FOR CONSTRUCTION >>

End of Exhibit D

Exhibit E
SAMPLE FORMS
CONTRACT NO. C006914

THIS EXHIBIT CONTAINS THE FOLLOWING:

- Payment Bond
- Performance Bond
- Dual Obligee Rider
- Consent of Surety for Partial Payment Application
- Task Work Order (sample form)

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

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

CONTRACTOR:

GARNEY COMPANIES, INC.
1700 Swift Street
North Kansas City, Missouri 64116 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: _____
Contract No. **C006914**
Project: _____

Legal Description or Street Address of Project: _____.

Contract Sum: _____ (_____) (hereinafter "Contract")

BOND:

Date: _____
Amount: _____ (_____) (hereinafter "Bond")

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

SURETY:

[SEAL]

[SEAL]

By: _____
Print Name: _____
Title: _____

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:

GARNEY COMPANIES, INC.
1700 Swift Street
North Kansas City, Missouri 64116 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: _____
Contract No. **C006914**
Project: _____

Legal Description or Street Address of Project: _____.

Contract Sum: _____ (_____) (hereinafter "Contract")

BOND:

Date: _____
Amount: _____ (_____) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, for the performance of the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor fully performs the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety further agrees that whenever the Contractor shall be, and is declared by Owner to be, in default under or in breach of the 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:
GARNEY COMPANIES, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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: GARNEY COMPANIES, INC.

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 # C006914
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.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TASK WORK ORDER



CONTRACT# _____

WORK ORDER NUMBER # _____

Contracting Officer
Approval/Initials

EFFECTIVE DATE: _____

Project Title:

To:

Attn:

FUNDING SOURCE(S): _____

EXPENDITURE ACCOUNT NUMBER(S):

In accordance with your executed CFTOD Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed \$ _____.

Requested By: _____ Date: _____
Owner's Representative or Designee

Approved By: _____ Date: _____
Department Director or Designee

Submit completed form to Contracting Officer

End of Exhibit E



CENTRAL FLORIDA TOURISM AND OVERSIGHT DISTRICT

**EMERGENCY AND URGENT
RESPONSE CONSTRUCTION
SERVICES - CONTINUING
CONTRACT**

RFP# C006914

SUBMITTED BY:

GARNEY COMPANIES, INC.
370 EAST CROWN POINT RD.
WINTER GARDEN, FL 34787
(407) 877-5903
FLestimating@garney.com
TAX ID# 44-0658613

SEPTEMBER 9, 2025

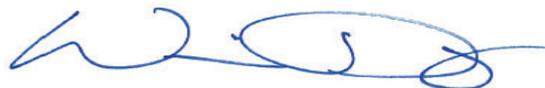
Central Florida Tourism Oversight District

A. PROPOSER INFORMATION

Garney understands the importance of every project that takes place in the water / wastewater industry. Particularly in regions where growth is rapid, like the City of Lake Buena Vista, and the surrounding areas. Garney is the largest contractor for conveyance projects in the country. We continue to lead the industry in rankings in delivering safe drinking water to customers and moving wastewater and stormwater to treatment facilities for treatment, discharge, or reuse. Since 1961, we have specialized in pipeline installations across the United States, installing pipelines from 4" up to 188" in diameter in all types of soil conditions. We have installed millions of miles of water, sewer, and storm system pipes with numerous pipe materials, including concrete, steel, ductile iron, fiberglass, PVC, and HDPE. Garney has been ranked #1 in Water Transmission Lines by Engineering NewsRecord (ENR) since 2010. Having successfully installed over 23,063,743 LF of pipeline across the nation since 2004, including 7,500,000 LF using collaborative delivery methods we can ensure CFTOD quicker project completion, less disruption to the public, and on-budget project delivery.

Since we routinely self-perform the majority of the work on our pipeline projects up to 90%, we will provide the CFTOD with better control of safety, schedule, cost, and quality. Leveraging this experience, our team offers the city unique insight from previous pipeline work to expedite delivery, reduce public impact during construction, and meet the city's critical schedule.

Garney's success is directly attributable to our core goals and philosophies, with quality only being superseded by safety in our order of priorities. We approach these projects with earnestness, diligence, and the expectation of providing a result that is excellent. Garney submits this proposal as a personal commitment toward the Emergency and Urgent Response Construction Services - Continuing Contract project. Our proposed team members are immediately available to begin collaborating with CFTOD. I certify that I, William G. Poczekaj, am the principal contact for this proposal, and am authorized to execute contracts on behalf of Garney Companies, Inc.



William G. Poczekaj
Director, Pipe-Southeast

GOALS & PHILOSOPHIES

SAFETY

QUALITY

ALLOW ALL EMPLOYEE-OWNERS TO ACHIEVE THEIR FULL POTENTIAL

JOB SECURITY AND ESOP PERPETUATION

PROFITABILITY

SERVICE TO OUR CUSTOMERS AND THE COMMUNITY

INTEGRITY IS THE SHORTEST PATH TO SUCCESS

WIN / WIN

EXCELLENCE IS THE STANDARD

100% EMPLOYEE OWNED

ENR RANKINGS – TOP 400 CONTRACTORS SOURCEBOOK

WATER SUPPLY #1

#1 WATER TRANSMISSION LINES AND AQUEDUCTS

B. QUALIFICATIONS & EXPERIENCE

PROJECT MANAGEMENT STRUCTURE

As a 100% employee-owned company, Garney's corporate management philosophy has always been one of hands-on participation by all individuals. Our diligent planning is organized and structured with the end product in mind. This allows our personnel to be posed to execute critical work in a moment's notice.

Like any business model, the success of the process is ultimately

dependent upon the people involved. Every contract has its own inherent charter priorities and objectives that need to be identified during the first meeting with open and honest dialogue. Garney's management structure includes some of the most knowledgeable people in our industry.

Garney's corporate management structure is kept relatively flat without excessive layers of unnecessary management. This type of structure is promoted to keep upper-level management as necessary. This leads to quick decisions, adaptability, and timely performance. Included in our key personnel qualifications are Patrick Kelly, Ryan Harvey, Kallie Lowery, Will Poczekaj and Ryan Smith. These employee-owners have extensive experience in responding to emergency services for utility infrastructure failures, specifically working together as a team in the Central Florida area for multiple local clients.

QUALIFICATIONS OF PROJECT MANAGEMENT TEAM

Our Project Manager, Patrick Kelly, has over 9 years experience working on similar projects within Florida. Patrick was born and raised in the Winter Garden area with extensive knowledge of the local area and vendors. He will be the District's main point of contact when Emergency and Urgent Services are required, available on site within the hour.

Patrick has direct experience working on Emergency projects with CFTOD and TOHO Water Authority. Most recently him and other listed below were able to coordinate as a team to implement a bypass solution for Chilled Water service inside Epcot within 24 hours to maintain the parks critical customer service capabilities.

Our superintendent Ryan Harvey, has been in the industry for over 28 years, with multiple projects performed for the District in the past. Ryan has recently completed the World Drive North Phase 3 project for the District installing Chilled Water lines, all the while executing emergency services for both the District and TOHO Water Authority. Ryan's ability to tackle multiple things at once, show up when it matters most and never take failure as an option is why he a key personnel to tackling emergency services for the District.

Our Assistant Project Manager, Kallie Lowery, has been in the industry for 7 years having a hand in various projects all across Florida. Previously, Kallie had been in a Corporate Support role and transitioned to our Operations when she was identified as a high performing individual. That level of performance has shown, as she recently has completed the World Drive North Phase 3 project, Force Main Inspection Services and various Emergency projects for the District and TOHO all concurrently. Her ability to communicate with others as well as think outside the box brings a her entire team to another level.

As Principal-In-Charge, Will Poczekaj is not simply a name at the top of an organization chart. Will has extensive experience in the underground utility industry with work covering all pipe and installation types. Will has performed multiple emergency service projects for City of Orlando and TOHO Water Authority, as well as supported the team performing the recent Chilled Water Bypass for Epcot.

Ryan Smith is our Regional Safety Manager involved with ensuring safety on all projects in our Florida area. Ryan has been with Garney for over 23 years, originally working in our Operations as a project manager. His hands on knowledge of project execution makes him versatile in understanding what safety compliance looks like for a project team. Ryan is involved in start-up, planning and ongoing safety inspections of every project in Florida, including the World Drive North Phase 3.

C. STAFFING PLAN



LEGEND

Local Personnel

PRINCIPAL-IN-CHARGE

Will Poczekaj, ENV SP
 370 East Crown Point Road, Winter Garden, FL 34787
 Cell Phone: 407-319-1780

PROJECT MANAGER

Patrick Kelly
 370 East Crown Point Road, Winter Garden, FL 34787
 Cell Phone: 321-438-7652

SAFETY MANAGER

Ryan Smith, CSP
 370 East Crown Point Road, Winter Garden, FL 34787
 Cell Phone: 407-466-5143

CONSTRUCTION TEAM

ASSISTANT PROJECT MANAGER

Kallie Lowery
 370 East Crown Point Road, Winter Garden, FL 34787
 Cell Phone: 321-299-4067

SUPERINTENDENT

Ryan Harvey
 370 East Crown Point Road, Winter Garden, FL 34787
 Cell Phone: 941-204-6187

SUBCONTRACTORS

CMW
 CENTRAL MAINTENANCE & WELDING

BADGER
 INFRASTRUCTURE SOLUTIONS



PATRICK KELLY

Project Manager

Garney Experience: 9 years

Industry Experience: 18 years

Education

University of Central Florida, BS in Construction Engineering

Certifications & Training

FL DEP SWPPP Inspector 36094

USACE Construction Quality Management Certification SE9-02-16-00347

Engineer-in-Training (E.I.T.)

Hazard Communication/MSDS

Mid-Large Diameter HDPE Fusion

OSHA 30-Hour

OSHA Competent Person - Confined Space

Young Professional Member of Design-Build Institute of America

References

Jimmy Costas

Hensel Phelps
(786) 218-8129

Robert Reynerson

Duke Energy
(352) 220-3020

Tom Smith

McDermott International, Inc.
(432) 349-7093

Professional Summary

As a Project Manager, Patrick provides on-site management and quality control. His responsibilities include project coordination between the owner, engineer, suppliers, and subcontractors, scheduling, material procurement, and startup and testing of new systems.

SIMILAR PROJECT EXPERIENCE

World Drive North Phase III

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$24,208,052

Project Manager.

Installation of 2,279 LF of 20" and 30" parallel pre-insulated carbon steel chilled waterlines requiring two 24" line stops, and two auger bores for parallel road crossings. Additional work includes the installation of new valves and connection points requiring line stops, bag stops, insertion valves, thrust blocks, and permanent insulation at six locations within the existing system for isolation and temporary chiller connections.

UF-623B Thermal Utility System Improvements

University of Florida / \$44,916,126

Assistant Project Manager

Installation of 4,600 LF of 10" to 36" HDPE chilled waterline, 8,500 LF of 2" to 10" carbon steel steam and condensate return pipelines, 8" PVC sanitary gravity and sewer service connection, 2,000 LF of electrical duct bank, manholes, vaults, and relocation of existing utilities. The work took place in major campus thoroughfares and required scheduling, planning, and maintenance of traffic. Also included 800 LF directional drills for the 36" chilled waterline and dewatering.

Citrus County Combined Cycle Plant

Duke Energy / \$17,071,508

QA / QC Manager.

Installation of 20,000 LF of 36" to 54" HDPE process pipe, 11,000 LF of electrical duct bank, 1,030 LF of 8" HDPE waterline, and a 54" outlet structure. Included nine auger bores consisting of 645 LF of 30" to 54", rock excavation via hoe ramming, dewatering, and paving.

Western Trunk Gravity Sewer Line (Progressive Design-Build)

City of Lakeland, FL / \$74,905,000

Project Manager.

Rehabilitation of an existing 12,800 LF 36" RCP sewer line and 43 manholes. The scope has been broken into three phases including a preliminary route study and selection; design services to 90% and development of the GMP; and final design, permitting, construction, startup, and commissioning.



RYAN HARVEY

Superintendent

Garney Experience: 11 years

Industry Experience: 28 years

Education

Liberty University, Coursework in

Certifications & Training

Confined Space Entry & Rescue

First Aid, CPR & AED

HDPE Fusion Training

NCCER Rigging

OSHA 10-Hour

OSHA 30-Hour

References

Tod Schlachter

S&S Directional Boring
(419) 630-0726

Danny Dial

Reedy Creek Improvement District
(RCID)
(281) 630-6162

Professional Summary

Ryan started in the construction industry in 1997 as a Laborer on his father's pipe crew gaining experience installing waterlines, sanitary sewers, and storm sewer systems. After completing his Marine Corps enlistment, he went to work for a large site development contractor as a Pipelayer installing all the underground infrastructure, including deep gravity sewers and lift stations. As Superintendent, he is responsible for supervising the job, maintaining equipment, ensuring safety on the job site, and coordinating with the subcontractors for successful completion.

SIMILAR PROJECT EXPERIENCE

World Drive North Phase III

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$24,208,052

Superintendent.

Installation of 2,279 LF of 20" and 30" parallel pre-insulated carbon steel chilled waterlines requiring two 24" line stops, and two auger bores for parallel road crossings. Additional work includes the installation of new valves and connection points requiring line stops, bag stops, insertion valves, thrust blocks, and permanent insulation at six locations within the existing system for isolation and temporary chiller connections.

World Drive Chilled Water Phase 1

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$6,861,801

Foreman.

Installation of two 2,000 LF sections of 20" steel chilled waterlines installed in parallel including the construction of a 70 LF steel bridge crossing over a canal and connections to two 20 LF sections each of 16", 12", and 10" of insulated steel process pipe. Required wellpoint dewatering, abandonment of existing pipe system, paving, and hot taps.

UF-623B Thermal Utility System Improvements

University of Florida / \$44,916,126

Superintendent.

Installation of 4,600 LF of 10" to 36" HDPE chilled waterline, 8,500 LF of 2" to 10" carbon steel steam and condensate return pipelines, 8" PVC sanitary gravity and sewer service connection, 2,000 LF of electrical duct bank, manholes, vaults, and relocation of existing utilities. The work took place in major campus thoroughfares and required scheduling, planning, and maintenance of traffic. Also included 800 LF directional drills for the 36" chilled waterline and dewatering.



KALLIE LOWERY

Assistant Project Manager

Garney Experience: 7 years

Industry Experience: 7 years

Education

University of Central Florida, BS in Hospitality Management

Certifications & Training

MOT Advanced

First Aid & CPR

OSHA 30-Hour

References

Katie Webster

Toho Water Authority
(407) 483-3808

Bill Schaeffer

RCES Mechanical
(321) 347-0084

Isadore Carrie III, P.E

Carrie Company
(504) 444-1550

Professional Summary

Kallie has been working for Garney since 2018 and has experience coordinating pipeline projects all across Florida. Her main responsibilities as Assistant Project Manager include submittal review, plan and specification review, project permits and compliance enforcement, project administration, subcontractor coordination, cost management, submittal coordination, submittal of requests for information (RFIs), and preparation of estimates.

SIMILAR PROJECT EXPERIENCE

World Drive North Phase III

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$24,208,052

Project Engineer.

Installation of 2,279 LF of 20" and 30" parallel pre-insulated carbon steel chilled waterlines requiring two 24" line stops, and two auger bores for parallel road crossings. Additional work includes the installation of new valves and connection points requiring line stops, bag stops, insertion valves, thrust blocks, and permanent insulation at six locations within the existing system for isolation and temporary chiller connections.

World Drive Chilled Water Phase 1

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$6,861,801

Project Coordinator.

Installation of two 2,000 LF sections of 20" steel chilled waterlines installed in parallel including the construction of a 70 LF steel bridge crossing over a canal and connections to two 20 LF sections each of 16", 12", and 10" of insulated steel process pipe. Required wellpoint dewatering, abandonment of existing pipe system, paving, and hot taps.

Western Trunk Gravity Sewer Line (Progressive Design-Build)

City of Lakeland, FL / \$74,905,000

Assistant Project Manager

Rehabilitation of an existing 12,800 LF 36" RCP sewer line and 43 manholes. The scope has been broken into three phases including a preliminary route study and selection; design services to 90% and development of the GMP; and final design, permitting, construction, startup, and commissioning.

UF-623B Thermal Utility System Improvements

University of Florida / \$44,916,126

Project Coordinator.

Installation of 4,600 LF of 10" to 36" HDPE chilled waterline, 8,500 LF of 2" to 10" carbon steel steam and condensate return pipelines, 8" PVC sanitary gravity and sewer service connection, 2,000 LF of electrical duct bank, manholes, vaults, and relocation of existing utilities. The work took place in major campus thoroughfares and required scheduling, planning, and maintenance of traffic. Also included 800 LF directional drills for the 36" chilled waterline and dewatering.



**WILLIAM POCZEKAJ,
ENV SP**

Director - Pipe Southeast

Garney Experience: 14 years

Industry Experience: 15 years

Education

University of Kansas, BS in Architectural Engineering

Certifications & Training

Qualified Stormwater Management Inspector 39507

American Concrete Institute (ACI) Certification

Envision Sustainability Professional

Confined Space Entry & Rescue

FDOT Temporary Traffic Control Advanced Course

First Aid, CPR & AED

OSHA 30-Hour

OSHA Competent Person - Rigging & Signaling and Trenching & Excavation

Young Professional Member of Design-Build Institute of America

Member of American Water Works Association

Professional Summary

William started in the construction industry in 2010 gaining extensive QA/QC experience and working with large distribution companies to manage and research current operations while implementing new processes and software to lower overhead and streamline operations, while minimizing their labor needs. As Director, William oversees all of Garney pipe operations in the state of Florida. This includes procurement, preconstruction and contract management, project safety, staffing, and ensuring stakeholder satisfaction.

SIMILAR PROJECT EXPERIENCE

World Drive North Phase III

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$24,208,052

Regional Operations Manager.

Installation of 2,279 LF of 20" and 30" parallel pre-insulated carbon steel chilled waterlines requiring two 24" line stops, and two auger bores for parallel road crossings. Additional work includes the installation of new valves and connection points requiring line stops, bag stops, insertion valves, thrust blocks, and permanent insulation at six locations within the existing system for isolation and temporary chiller connections.

Citywide Rapid Response Construction Services

City of Orlando, FL / \$1,706,193

Project Manager.

Construction services for Rapid Response and Minor Projects for Infrastructure at specified locations throughout the City of Orlando, FL focusing on underground utilities, as well as roads and drainage wells.

Miscellaneous Emergency Projects

Toho Water Authority / \$2,104,111

Senior Project Manager.

Replacement of one 60" manhole, 16" DIP sanitary force main with 18" DR-11 DIPS HDPE, 24" DIP gravity sewer with 24" PVC pipe, 8" PVC gravity sewer pipe with new PVC, manhole coating, a line stop, MJ gate valves, installation of a pre-fab 16" DR-11 DIPS HDPE inside drop sewer, and repair of the existing fiberglass manhole liner.

Regional Integrated Loop Phase 3C Pipeline (Progressive Design-Build)

Peace River Manasota Regional Water Supply Authority / \$59,147,150

Senior Project Manager.

Installation of 38,000 LF of 42" steel (mortar-lined) finished water main, a 6 MGD high service pump station consisting of two 300 hp pumps rated at 6 MGD, and a 5 MG aboveground D110 Type II storage tank. Pipeline sections require trenchless installations, dewatering, and DOT permits. The pump station also includes 2,500 LF of 24" DIP finished water main, metering facilities, chemical storage, generator, electrical building, storm water pond, paving, fencing, and siting for a future ground storage tank.



RYAN SMITH, CSP

Regional Safety Manager

Garney Experience: 23 years

Industry Experience: 24 years

Education

Mississippi State University, BS in Civil Engineering

Certifications & Training

Certified Safety Professional CSP-31681

Confined Space Entry & Rescue

EM 385-1-1 40-Hour

OSHA 30-Hour

OSHA 40-Hour HAZWOPER

OSHA 500 Trainer Course

OSHA 510 Standards for Construction

OSHA Competent Person - Confined Space, Silica, Fall Protection, Scaffolding, and Trenching & Excavation

Member of American Society of Safety Engineers

Professional Summary

Ryan's experience includes roles as Estimator, Project Engineer, Project Manager, and Safety Manager on water and wastewater projects. As Regional Safety Manager, Ryan oversees safety on various projects across the Eastern region and assists projects in understanding OSHA regulations and standards including OSHA compliance. This consists of inspecting and evaluating job site environments, equipment, and practices to comply with safety standards and government regulations. Ryan recommends measures to help protect workers on job sites from potentially hazardous work methods, processes, or materials. He also develops hazard control practices and programs including job-specific Site Safety Plans and Emergency Action Plans. Other duties include conducting safety training and educational programs and demonstrating proper use of safety equipment.

SIMILAR PROJECT EXPERIENCE

World Drive North Phase III

Central Florida Tourism Oversight District (Formerly Reedy Creek Improvement District) / \$24,208,052

Regional Safety Manager.

Installation of 2,279 LF of 20" and 30" parallel pre-insulated carbon steel chilled waterlines requiring two 24" line stops, and two auger bores for parallel road crossings. Additional work includes the installation of new valves and connection points requiring line stops, bag stops, insertion valves, thrust blocks, and permanent insulation at six locations within the existing system for isolation and temporary chiller connections.

UF-623B Thermal Utility System Improvements

University of Florida / \$44,916,126

Regional Safety Manager.

Installation of 4,600 LF of 10" to 36" HDPE chilled waterline, 8,500 LF of 2" to 10" carbon steel steam and condensate return pipelines, 8" PVC sanitary gravity and sewer service connection, 2,000 LF of electrical duct bank, manholes, vaults, and relocation of existing utilities. The work took place in major campus thoroughfares and required scheduling, planning, and maintenance of traffic. Also included 800 LF directional drills for the 36" chilled waterline and dewatering.

Green Bay North Gypsum Stack Reactivation Project

The Mosaic Company / \$10,926,894

Regional Safety Manager.

Included a mobile modular HDPE extruding facility along with fusing HDPE pipelines on a nearby site and sliplining into one another for dual containment, construction of a vehicular bridge, two aerial pipe crossings, clearing and grubbing, and haul, place, and compact over 300,000 CY of gypsum material. The HDPE process included sliplining 45,625 LF of 18" into 24" and 17,960 LF of 30" into 36", as well as a separate 18" single containment HDPE gypsum line from the "off-stack" alignment on to the Bartow Stack and the final tie-in points.

E. APPROACH & CAPABILITIES

UNDERSTANDING SCOPE

The first step in successfully attacking an emergency construction project is communication. Our team has worked together for over 7 years consistently and have formed a tight work flow for understanding what it takes to execute a project. At the first call or email for an emergency and urgent project, our team will be diving into the details to understand the whole of the scope. Understanding the entire scope allows our team to make decisions quickly. Projects that are emergency and urgent have the given trait that they will be fast moving and require on the spot decision making. When a team such as ours communicates effectively, it allows them to make these decisions with confidence knowing that it maintains the safety and quality that Garney expects.

Our team's experience is extensive in responding to calls from clients when it matters most. Our Project Manager, Patrick Kelly, has responded to numerous calls during weekends and holidays, showing up on-site to begin understanding the nature of emergency utility failures. Our Project Engineer, Kallie Lowery, has been on-site 24/7 supporting teams repairing failed utilities impacting roadways until the work is complete. Our Superintendent, Ryan Harvey, is extremely familiar with showing up during times to tackle a problem only known about hours before.

Each project varies in the scope of work and trades that it may require and that is why at Garney we pride ourselves in being able to wear many hats. Our team has tackled many various types of pipe installation methods such as open cut trench, directional drilling, horizontal jack and boring, micro tunneling and slip lining. They have performed these activities in various soil conditions from dry rock and wet sandy soils, and at depths as great as 30'.

SUBCONTRACTOR'S SCOPE

Central Maintenance and Welding was founded in 1966 and since then has built their name into one recognized by many large industrial clients in the Florida region. Their client list includes those such as Duke Energy, Mosaic, TECO and Lakeland Electric. These clients depend on CMW in times where failure is not an option and only the high quality of pipe fabrication will do. Outages must be kept to the planned minimum of hours and or days in order to keep production running as smoothly as possible. Every hour that your facility is not running can have serious ramifications to your bottom line. However, outages are sometimes necessary to make capital improvements to your facility or to keep your facility running at peak operation. With CMW's turnaround and outage services, they can help you minimize down time and lost revenue due to production interruptions. They are highly experienced in high quality welding, pipe fabrication, pipe fittings, boiler replacement/service, retubing, process and chemical piping and joint preparation and install.

Most recently, CMW was an integral team member of (2) projects performed for the District. They recently performed welding and assisted pipe installation on over 4,000 linear feet of carbon steel Chilled Water piping for the World Drive North Phase 3 project. They were able to complete this with zero (0) rejected welds and maintained the project schedule as required by the General Contractor and Garney. They also assisted in supporting a competing contractor in completing welding on a hot water repair performed within the Magic Kingdom back of house, responding to the call on a Sunday morning and working 24/7 until complete.

Badger Daylighting has been integral to our successful excavation while on multiple projects. Badger has been able to support Garney over and over again in uncovering unknown or unforeseen utilities. They have supported our work in the vacuum excavation, pipe cleaning and CCTV services. They have been in the industry for over 30 years, providing a national fleet of equipment and services to clients such as the District. They are able to respond in a moment's notice, having done so most recently for TOHO Water Authority in assistance with Garney to repair a failed 24" Water Main along an active roadway. Badger's ability to locate the problem proved to be the difference in being able to execute the project versus making a bad situation worse.

G. RESPONSE FOR EMERGENCY AND URGENT WORK

When Garney is first made aware of an Emergency and Urgent project by the District, our first step will be to gather as much information we can about the ongoing situation. This means our team showing up to site immediately to make an assessment of the scope of work. We will work directly with your critical team members to determine the best solution for the District and what the time line for execution looks like. Fully understanding the problem and scope of work will provide our team with the knowledge to make quick and accurate decisions on what resources and support services may be required to execute the work.

Garney has a highly regarded reputation with subcontracts and vendors across the nation and we will leverage those relationships to ensure that the District has a quality and timely solution to their Emergency and Urgent Work. With our local regional office and storage site just 25 minutes from the District in Winter Garden, as well as ongoing sites around Central Florida, we will be able to pull from our equipment and personnel pools to attack a project quickly.

Garney also maintains corporate rental agreements with all the national equipment vendors, such as United Rentals, Sunbelt, Herc and Synergy, allowing us to leverage their fleets when needed to supplement for more specialized or resource intensive projects. These vendors are capable of providing a plethora of equipment types from bypass pumping, to vacuum excavation, compactors, excavators, site lighting, etc. Using these vendors as an extension of our fleet gives Garney much great flexibility to be ready to mobilize to an emergency project when the time arises.

Once the scope of work and resources required are determined by our Project Team, they will work diligently to begin pricing the required work and obtaining time lines for any required material purchases. As with our equipment vendors, Garney maintains strong relationships with material suppliers giving us the ability to obtain priority ordering service when it matters most. This means the District is able to lean on these relationships to ensure materials are here when they are needed and not delaying the execution of work.

While the pricing and materials acquisition effort is ongoing, our crews will begin mobilizing to site. Depending on the nature of the Emergency and Urgent work, our crews will be begin immediately executing what work is available pending the arrival of materials. Once materials arrive, installation will be swift and safe. Our crews are well versed in working weekend and after hours to complete a project.

Once completed, our crews ensure that site cleanup is ready for the necessary restoration effort. This can vary from a simple site grading and grassing to road base preparation and asphalt paving. Our team will ensure that the District is satisfied with the final product prior to demobilizing from site. This includes ensuring any testing or start-up is completed in the presence of our Superintendent or Project Manager.

Title	Name	Cell Phone	Email	Location
Project Manager	Patrick Kelly	321-438-7652	pkelly@garney.com	Winter Garden, FL
Superintendent	Ryan Harvey	941-204-6187	rharvey@garney.com	Winter Garden, FL
Project Engineer	Kallie Lowery	321-299-4067	klowery@garney.com	Winter Garden, FL
Principal-In-Charge	Will Poczekaj	407-319-1780	wpoczekaj@garney.com	Winter Garden, FL
Regional Safety Manager	Ryan Smith	407-466-5143	rsmith@garney.com	Winter Garden, FL



Emergency Response Q&A Form

Bid No.: RFP# C006914

Solicitation Title: Emergency and Urgent Response Construction Services - Continuing Contract

Please provide responses below.

Q1. After being notified of an emergency, how long on average until your company will be on-site?

A1. 1 hour

Q2. Will the emergency deployment include full staffing, or limited equipment and staff?

A2. Full Staffing

Q3. What clients of yours, if any, have received similar emergency response services in the past?

A3. City of Orlando

TOHO Water Authority

Q4. Would the District have priority deployment over other clients in an urgent or emergency situations? (i.e. natural disasters) YES NO

If not, please explain:

A4. _____



EMERGENCY AND URGENT RESPONSE CONSTRUCTION SERVICES
CONTINUING AGREEMENT

THIS AGREEMENT, is made effective as of November 21, 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 **Southland Construction, Inc.**, (herein referred to as the "Contractor"), whose mailing address is 172 West Fourth Street, Apopka, Florida 32703.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued a Request for Proposals ("RFP") No. C006914 on August 21, 2025 for emergency and urgent response construction service-continuing contract. Contractor shall provide emergency and urgent general construction, repair, and maintenance services as requested by the District over a three-year continuing contract term;

WHEREAS, five (5) proposers responded, and Southland Construction, Inc. was a high-ranking firm. The Contractor was subsequently selected for one of the three continuing contracts for these services; and

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

1. DEFINITIONS.

A. Agreement. The term "Agreement" or "Contract" represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Section 10.

B. Services.

i. The term "Services" or "Work" as used in this Agreement shall be construed to include all Services set forth in **Exhibit A**, imposed upon the Contractor by this Paragraph and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed under this Agreement and where any Task Work Orders have been issued pursuant to Section 3 and where any Amendments have been issued pursuant to Section 10 of this Agreement.

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

C. General Conditions. The capitalized terms used herein may have the meanings set forth in the General Conditions for Construction (herein referred to as the "General Conditions"). References herein referring to numbered articles and paragraphs in the General Conditions shall be specified as such, however, references to sections refer to those in this Agreement.

2. **SCOPE OF SERVICES.** A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with **Exhibit A - Scope of Work** and the Exhibits outlined in Section 32 - Project Specifications and Section 33 - Contract Documents.

3. **CONTRACT TIME.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Term. This Agreement shall commence on **DECEMBER 1, 2025** and continue in effect for a term of **THREE (3) YEARS**, through and including **NOVEMBER 30, 2028**.



- B. **Optional Renewal.** The Agreement may be renewed for a TWO-YEAR (2-YEAR) renewal term upon mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
- C. **Initial Request.** Once a project has been identified, the Owner will request service. The Contractor shall respond on-site no later than the response timelines set forth in **Exhibit A - Scope of Work** unless Owner requests scheduled or future work.
- D. **Project Proposal.** The Contractor shall provide a detailed proposal utilizing the pricing outlined in **Exhibit B - Unit Price Schedule** with associated quantities for each line item. The detailed proposal shall be submitted to the Owner within twenty-four (24) hours after initial request. If Owner determines an emergency or urgent condition exists, Contractor will begin work under direction of Owner using the billing rates established in the Agreement while a formal proposal and Task Work Order is drafted for the project.
- E. **Task Work Orders for Projects.**
- i. **Individual Projects:** Contractor is required on-site based on the response timelines outlined in Exhibit A. In such cases, written authorization from the Owner's Representative (or designee) in the form of an email or text may be utilized as authorization to proceed. However, Contractor will still provide a proposal to Owner, and a Task Work Order will be completed to memorialize the services and pricing under the Agreement.
 - ii. **Scheduled/Future Projects:** If Owner requests service for a future date and does not require the emergency or urgent response timelines outlined in Exhibit A, Contractor shall not commence work until a Task Work Order is executed and provided by the Owner.
 - iii. Task Work Orders shall, by mutual agreement of the parties, set forth the: (a) scope of services for the individual project; (b) price breakdown; (c) project schedule; and (d) subcontractor/sub-consultant proposals, if applicable.
 - iv. Contractor shall complete assigned projects within the time limits specified in the Task Work Order and timelines shall be strictly enforced by Owner. At no time will Contractor be allowed to lag behind. Contractor will be expected to accurately track Contract Time and progress for each assigned project. Task Work Orders for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.
- F. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of Owner. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the Owner's Representative, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by Owner.
- G. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by Owner, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
- H. None of the provisions of this Section shall exclude Owner's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by Owner for the procurement of additional services.
4. **COMPENSATION.** Owner shall compensate the Contractor an amount not to exceed **THREE MILLION AND ZERO ONE-HUNDREDTHS DOLLARS (\$3,000,000.00)**, (the "Maximum Limiting Amount") for its Services and in consideration of the terms and conditions of this Agreement, and based on the amounts approved on executed Task Work Orders in accordance with rate schedule set forth in **Exhibit B - Unit Price Schedule**. Completed projects must be approved and agreed upon by the Owner's Representative before payment will be made.
- A. **Applications for Payment.** The Contractor shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "Payment Application Date"), deliver to the Owner an Application



for Payment in accordance with the provisions of Article 9 of the General Conditions. A progress report and updated project schedule must be submitted with each monthly Application for Payment indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event a project is suspended or abandoned.

- B. **Monthly Progress Payments.** The compensation amount under this Section shall be paid by Owner, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by Owner. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws. Prior to payment, the Owner’s Representative shall review and approve the Contractor’s Application for Payment, pursuant to Article 9 of the General Conditions. However, the Owner shall have no obligation to make payment if it has withheld approval as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Owner’s Representative approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in Section 218.735, Florida Statutes.
- C. **Project Schedule and Progress Reports (if requested by Owner).** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percentage of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- D. **Pricing Documentation.** Contractor shall provide any and all documentation required by Owner in connection with labor, materials, and equipment. Any pricing submitted for materials, equipment, or services provided by a subcontractor or supplier must be accompanied by comprehensive documentation to support the cost. This documentation shall include, but is not limited to, the following: (i) Manufacturer/Supplier Cost Data: Copies of actual quotes, invoices, or documented cost breakdowns from the manufacturer or supplier, detailing material costs, labor, equipment, and any other direct or indirect costs; and (ii) Subcontractor Proposals: Copies of all subcontractor proposals received for any portion of the Services.
- E. **Final Payments.** Final payment for each individual project shall be paid to the Contractor after completion of those items set forth in the TWO and/or Punch List and after Owner approval of the final Application for Payment for said project.
- F. **Invoice Form and Address.** All invoices shall be in the form required by Owner, reference the contract number, and shall be addressed appropriately as outlined below based on the Owner’s Representative/department the task work order/invoice pertains to:

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

- G. **Payment of Invoices.** The Owner’s Representative must review and approve all invoices prior to payment. Owner approval shall not be unreasonably withheld, conditioned, or delayed. Payments by Owner shall be made no later than the time periods established in sections 218.73 and 218.735, Florida Statutes, as applicable.
- H. **Withholding of Payment.** Owner reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and



has not been remedied or resolved in a manner satisfactory to the Owner's Representative; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within thirty (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

- I. Amendments to Services. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of this section; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same. Owner retains the right to reduce any portion of Contractor's Services at any time. Any additions or reductions to the Scope of Services and Not to Exceed Amount shall be in accordance with the provisions of Section 10 of this Agreement.
 - J. 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.
5. **LIQUIDATED DAMAGES.** As specified in Task Work Orders. Should the Contractor fail to achieve Substantial Completion by the date provided in Task Work Order, 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 (specified in Task Work Order, if applicable) 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.
6. **INSURANCE AND INDEMNIFICATION.**
- A. The Contractor shall at its expense procure and maintain during the life of this Agreement (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:
 - i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence. This coverage must be maintained for two (2) years after contract expiration;
 - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
 - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
 - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;
 - v. If 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.



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- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.
 - vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
 - viii. If 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.
 - ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at vendors@oversightdistrict.org.
 - C. CANCELLATION. All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.
 - D. ADDITIONAL INSUREDS. Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
 - E. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
 - F. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
 - G. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the District 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.



7. **SUSPENSION OR TERMINATION.** Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the amount earned by it, plus any earned amounts for Additional Services performed pursuant to Sections 4 and 10, through the date of termination.
8. **NON-FUNDING.** In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.
9. **FORCE MAJEURE.**
 - A. 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.
 - B. 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.
 - C. 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.
10. **MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.**
 - A. An Amendment may consist of additions, deletions, or other modifications to the Agreement which shall be in writing and mutually agreed upon by both parties.
 - B. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue an Amendment which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Amendment, the Contractor shall promptly proceed with the Amendment, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Section 4 in this Agreement.
11. **REPRESENTATIONS.** Contractor hereby represents to Owner that: (A) it has the experience and skill to perform the Services as set forth in this Agreement; (B) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (C) it has by careful examination satisfied itself as to all other matters or things which could in any manner affect the performance of the Services.
12. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
 - A. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - B. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.



- C. The Deliverables (if any) shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Owner.
- D. Contractor shall comply with all applicable federal, state, and local laws, statutes, rules, codes, ordinances, agency regulations and orders of any public, quasi-public or other government authority including without limitation, the requirements of the Americans with Disabilities Act of 1990 ("ADA"), as same may be amended from time to time, which have jurisdiction and which are current at the time Contractor renders Services hereunder.
13. **ARCHITECT/ENGINEER.** Contractor shall refer to Plans and additional Specifications provided with each individual project, if any.
14. **PROTECTION OF PERSONS AND PROPERTY.**
- A. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.
- B. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- C. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.
15. **OWNERSHIP OF WORK PRODUCT.**
- A. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Section 17 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.
- B. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction, manufacturing and moral



rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

16. **BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.
17. **PROMOTION/CONFIDENTIALITY.** The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or 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 related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
18. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:
 - A. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.
 - B. Owner reserves the right to approve or disapprove the use of any Subcontractor for this Agreement.
 - C. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.
 - D. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

**19. NOTICE.**

- A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 10450 Turkey Lake Road, Box #690519
 Orlando, Florida 32869
 Attention: Contracting Officer

If to Contractor: SOUTHLAND CONSTRUCTION, INC.
 172 West Fourth Street
 Apopka, Florida 32703
 Attention: William Poczekaj

or to such other address as either party may direct by notice given to the other as hereinabove provided.

- B. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

20. THE OWNER'S REPRESENTATIVE.

- A. **Reedy Creek Energy Services**, whose designated representative is **Brad Burchett**, and whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this 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.
- B. Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

21. MISCELLANEOUS PROVISIONS.

- A. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for



all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

- B. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- C. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

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

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

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

23. **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.

24. **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. 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.

25. **LEGAL PROCEEDINGS.**

- A. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.
- B. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be 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 (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- C. If any provision 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.

26. **ASSIGNMENT.** 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.



27. **EFFECTIVE DATE.** 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.
28. **HEADINGS.** 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.
29. **ENTIRE AGREEMENT.** This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties. 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.
30. **WARRANTY.** Contractor warrants all labor, materials, and equipment furnished under the agreement are new, 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 project 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 project 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.
31. **PUBLIC CONSTRUCTION BOND.** Performance and Payment bonds will be required for any single task work order over \$200,000 and will be paid as a separate line item. Contractor shall include the line item for a bond in their proposal for individual projects of \$200,000 or more. In such cases, the Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. The Public Construction Bond must be recorded in the county where the project is located.
32. **PROJECT SPECIFICATIONS.** All work shall be in accordance with all applicable federal, state and local codes and regulations, including but not limited to the following specifications and documents, which are incorporated by reference:
- A. The Project Specifications listed below are available for viewing and download under Request for Proposals (RFP) No. C006914: Emergency and Urgent Response Construction Services - Continuing Contract at: <https://vendors.planetbids.com/portal/62171/bo/bo-detail/132296>, under documents.
 - Central Florida Tourism Oversight District ("CFTOD") Project Specific Safety Plan ("PSSP") Requirements.
 - Reedy Creek Energy Services ("RCES") Contractor Safety Expectation - Confined Spaces, dated March 13, 2018.
 - Reedy Creek Energy Services ("RCES") Lockout/Tagout ("LOTO") Program, including Appendix 1-4.
 - B. In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.



33. CONTRACT DOCUMENTS.

A. The Contract Documents which comprise the entire understanding between the Owner and Contractor, shall only include (1) this Agreement; (2) those documents listed in this Section as Exhibits to this Agreement; and (3) those documents identified in the Project Specifications Section of this Agreement. Each Exhibit is incorporated herein by reference for all purposes.

- Exhibit A: Scope of Work (A-1 through A-4)
- Exhibit B: Unit Price Schedule (B-1)
- Exhibit C: Special Contract Conditions (C-1 through C-15)
- Exhibit D: General Conditions for Construction (D-1 through D-26)
- Exhibit E: Sample Forms (E-1 through E-8)
- Exhibit F: Contractor Proposal (F-1 through F-19)

B. If there is a conflict between the terms of this Agreement, Project Specifications and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Project Specifications and Exhibits. If there is a conflict between the Project Specifications and the Exhibits, the Project Specifications shall prevail.

C. If there is a conflict between the terms of the Exhibits the order of precedence is as follows: (1) Exhibit A, (2) Exhibit C, (3) Exhibit D, (4) Exhibit E, (5) Exhibit B, then (6) Exhibit F.

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
SOUTHLAND CONSTRUCTION, INC.

Signature: _____
As authorized by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: November 21, 2025

Signature: Joe Raucci

Print Name: Joe Raucci

Title: Vice President

Date: November 19, 2025

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006942

SECTION 1. SCOPE OF WORK OVERVIEW

- 1.1 Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and incidentals necessary to provide emergency and urgent general construction, repair, and maintenance services for the District over a three-year continuing contract term.
- 1.2 Services will be performed on an as needed, on-call basis in response to urgent conditions that require immediate attention to protect District property, maintain operations, or ensure public safety.

SECTION 2. SCOPE OF WORK

- 2.1 The Contractor shall respond rapidly to emergency and urgent calls for general construction and utility services, which may include, but are not limited to:
 - A. Structural repairs and modifications
 - B. Concrete and asphalt work, including demolition and restoration
 - C. Excavation, trenching, and backfilling
 - D. Site grading and stabilization
 - E. Temporary structures, shoring, and safety barriers as required
 - F. Coordination with other trades and District personnel
 - G. Protection of existing facilities during construction
 - H. Site cleanup and disposal of waste materials in compliance with environmental regulations
 - I. Pipe lining installation and repair
 - J. Welding services
 - K. High-temperature hot water system services and repairs
 - L. Chilled water system services and repairs
 - M. Boiler services and repairs
 - N. Plumbing services and repairs
 - O. Pipe fitting and stabilization
 - P. Pipe protection
 - Q. Roadway depression investigation
 - R. Underground utilities inspection, installation, and repair
 - S. Hot tap/line stop services
 - T. Hauling and disposal of excess materials
 - U. Emergency or urgent response for minor repairs
 - V. All other related construction and repair tasks as required by the District during emergency situations.
- 2.2 The specific scope of work shall be set forth in individual Task Authorizations issued by the Owner as needed. If Owner determines an emergency condition exists, Contractor will begin work under direction of Owner using the billing rates established in the Agreement while a formal proposal and Task Work Order is drafted for the project.
- 2.3 **Response:**
 - A. Contractor must be available 24/7/365 to respond to emergency calls.
 - B. Contractor should be able to mobilize and arrive on site within **two hours (2 HRS)** of notification by the District. Work shall be performed continuously until the emergency condition is resolved or stabilized, unless otherwise directed by the District. Urgent, but non-emergency work can mobilize and arrive on site in three to four hours (3-4 HRS).
- 2.4 Contractor shall provide detailed incident reports after completion of each emergency and urgent call, including before-and-after documentation.
- 2.5 The District may decide to Owner direct purchase any parts or materials for Contractor use during the term of the Agreement.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006942

SECTION 3. CONTRACTOR REQUIREMENTS

- 3.1 All work shall meet applicable codes, safety standards, and District specifications, even during emergency and urgent conditions. Work areas shall be always secure to ensure safety of District personnel and the public.
- 3.2 Comply with confined space entry and lock out/tag out safety requirements. Refer to RCES Lockout Tagout and RCES Confined Space documents in Section 32 - Project Specifications.
- 3.3 Contractor must have their Project Specific Safety Plan ("PSSP") accepted by CFTOD Safety prior to commencement of work. Refer to CFTOD PSSP Requirements in Section 32 - Project Specifications.
- 3.4 Contractor shall adhere to any and all RCES Specifications applicable to each specific project for a Task Work Authorization.
- 3.5 The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment ("PPE"), including but 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.
- 3.6 Contractor's service vehicle shall contain all parts, equipment, and materials necessary to perform services. Damage attributed to the Contractor shall be repaired immediately at no cost to the District.
- 3.7 Special access throughout property will need to be approved prior to work being performed at the Energy Plants.
- 3.8 Contractor must maintain valid licensing, accreditations, and certifications applicable to the services throughout the term of the Agreement.
- 3.9 Safety Training: The Contractor is 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.

SECTION 4. EMPLOYEES

The following applies to ALL contract work:

- 4.1 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 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.
- 4.2 All Contractor employees are expected to present a professional, businesslike image to clients, visitors, customers and the public. Contractor shall ensure that all vehicles and uniforms used by their staff are identified with company name and logo.
- 4.3 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.
- 4.4 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.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006942

- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 All services shall be approved by and scheduled through the District or its authorized representative.
- 4.10 All services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (b) all codes, rules, regulations, and requirements, of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

SECTION 5. TASK WORK ORDERS

- 5.1 Services will be requested as needed by District, and will be authorized on a Task Work Order (“TWO”) basis. Task Work Order review and approval process (sample “TWO” form included in **Exhibit E – Sample Task Work Order Form**):
 - A. The District will request written proposal from the Contractor. Written proposals must include the following:
 - 1. Scope of Services (should be detailed and outline all tasks);
 - 2. Itemized Pricing (should be detailed to ensure the rates are pursuant to Agreement);
 - 3. Project Schedule; and
 - 4. Subcontractor and/or sub-consultant proposals, if applicable.
 - B. If Owner determines an emergency condition exists, Contractor will begin work under direction of Owner using the billing rates established in the contract while a formal proposal and Task Work Order is drafted for the project.
- 5.2 Liquidated Damages & Notice to Proceed (“NTP”) dates will be negotiated for each project. Failures upon the part of the Contractor to complete the specific project within the time frame after receiving the Notice to Proceed (“NTP”) will be assessed Liquidated Damages per day in the amount the District will determine for each project.

Exhibit A
SCOPE OF WORK
CONTRACT NO. C006942

- 5.3 Task Work Orders will be assigned to contract holders on an alternating basis while utilizing a fair and balanced approach, while also considering the best qualified contractor for a particular job, at the sole discretion of the District.
- 5.4 The District does not guarantee the number of assignments, if any or the dollar value of fees for tasks that may be assigned. This Agreement shall be non-exclusive and without limitation upon the District to obtain services from third parties as the District deems appropriate in its sole discretion.

End of Exhibit A

Exhibit B
UNIT PRICE SCHEDULE
CONTRACT NO. C006942

In accordance with Article 12 of the General Conditions for Construction, the following Unit Price Schedule may be used for the Contract Work (individual projects) as the Owner may direct.

SECTION 1. LABOR RATES

The hourly wage rates shall be utilized for calculating the total cost of labor pursuant to this Agreement. All hourly wage rates set forth herein are inclusive of the Contractor’s overhead, profit and cost of all employee burdens, benefits, insurance and Worker’s Compensation coverage. The Contractor shall provide, if so required by Owner, as supporting data, evidence of the direct cost of labor, Contractor’s overhead, profit, and each category of employee burden, benefit and related cost.

- **Standard** labor shall be between the hours of 7:00 AM and 5:00 PM Eastern Standard Time, Monday through Friday.
- **After Hours** labor shall be defined as any hours worked outside of Standard (above).
- **Emergency rate** is applied when Contractor is able to mobilize and arrive on site within two hours (2 HRS) of emergency notification by the District. Work shall be performed continuously until the emergency condition is resolved or stabilized, unless otherwise directed by the District.

Labor Category*	UOM	Standard Rate (M-F 7AM -5PM)	After Hours Rate	Emergency Rate
Superintendent	HR	\$161.71	\$242.46	\$323.42
Foreman	HR	\$87.55	\$130.95	\$166.86
Laborer	HR	\$44.29	\$65.10	\$87.55
Skilled Laborer	HR	\$49.44	\$72.98	\$97.85
Welder	HR	\$227.63	\$294.58	\$348.14
Equipment Operator	HR	\$73.13	\$109.49	\$146.26

**Note: Labor only, superintendent truck and/or crew truck excluded.*

SECTION 2. EQUIPMENT RATES

Equipment will 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 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 multiplied by the corresponding rate.

The hourly rates are exclusive of the cost of Labor, if any, that is necessary to operate the equipment.

Refer to **Exhibit D – Contractor Proposal** for the Equipment Rates.

End of Exhibit B

Exhibit C
 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
 CONTRACT NO. C006942

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942**

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 District Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942

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.

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942****C. CHLOROFLUOROCARBONS (“CFCs”)**

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942

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

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

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

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

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

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942**

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

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

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

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

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

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

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

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942

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

VIII. LOCK OUT/TAG OUT ("LOTO")

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

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

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

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

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

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

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

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

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

Exhibit C
 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
 CONTRACT NO. C006942

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

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

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

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

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

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

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

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

IX. FALL PROTECTION

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942**

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

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

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

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

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

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

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

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

X. AERIAL WORK PLATFORMS ("AWP")

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

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

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

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

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

Exhibit C**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942**

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

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

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

XI. LADDERS

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

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

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

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

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

Do not use ladders as scaffold.

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

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

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

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

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

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

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

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

Exhibit C
 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
 CONTRACT NO. C006942

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

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

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

XII. TRENCHING AND EXCAVATION

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

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

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

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

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942

Emergency Locate Tickets:

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

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

XIV. MOBILE CRANES

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

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942

A critical lift plan is required for the following lifts:

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

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

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

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

Exhibit C

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942

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

Chase (escort) vehicles / Spotters are required when:

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

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

Exhibit C

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS – SEPTEMBER 2025 EDITION
CONTRACT NO. C006942**

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

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

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

XVII. 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

End of Exhibit C

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942****CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
GENERAL CONDITIONS FOR CONSTRUCTION****ARTICLE 1 - DEFINITIONS**

- 1.1. **AGREEMENT/CONTRACT.** The sum of all Contract Documents. It represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Modification, as defined below. The Agreement shall be referred to throughout the Contract Documents as the "Agreement" or "Contract."
 - 1.1.1. The Contract Documents consist of those documents specified in Section 33 of the Agreement.
 - 1.1.2. Modifications to the Agreement may be accomplished by: (a) Change Order; (b) Directive; or (c) any other written amendment to the Agreement signed by both parties. 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.
 - 1.1.3. A Change Order is a written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Agreement. A Change Order may be accompanied by and/or may identify additional or revised Drawings, sketches or other written instructions, which become and form a part of the Contract Documents by virtue of the executed Change Order. Except as otherwise provided in Subparagraph 1.1.4., a Change in the Work, or a change in the Contract Time or the Contract Sum shall become the subject of a Change Order.
 - 1.1.4. A Directive is a written document issued by the Owner and consisting of additions, deletions, clarifications or other written instructions issued by the Owner with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of the Owner. A Directive may include, but shall not be limited to, a bulletin, an engineering change, or other orders or instructions. Directives may become the subject of a Change Order, either singularly or collectively. Directives shall become the subject of a Change Order if they involve a Change in the Work, or a change in the Contract Time or the Contract Sum.
- 1.2. **ARCHITECT/ENGINEER.** The person or entity having a direct contract with the Owner to design the Project or a portion thereof and to produce the Project Plans and Specifications or portion thereof, as identified in Section 13 of the Agreement or the most current Modification thereto, together with its subconsultants.
- 1.3. **CONTRACTOR.** The Contractor is the person or organization identified as such in the Agreement. The Contractor shall so designate a sufficient number of Project representatives that there shall be at least one authorized representative on the Job Site at all times in which the Work is being performed including, without limitation, a project manager (herein referred to as the "Project Manager") who shall at all times have authority to act (in all capacities necessary for the Work) for and bind the Contractor.
- 1.4. **JOB SITE.** The Job Site shall mean the area in which the Work is to be performed and such other areas as may be designated by the Owner for the storage of the Contractor's materials and equipment.
- 1.5. **OWNER.** The Owner is the person or organization identified as such in the Agreement. The term "Owner," whenever it appears in the Contract Documents, means the Owner and/or the Owner's Representative acting on behalf or for the benefit of the Owner (except as otherwise specified in the Contract Documents or as the context otherwise requires); provided, however, that with respect to any provisions of the Agreement which require the Contractor to provide insurance for the protection of the Owner or to release the Owner from, or waive, any claims the Contractor may have against it, the term "Owner" shall mean the Owner and its supervisors, officers, employees, agents and assigns and the Owner's Representatives and its parent, related, affiliated and subsidiary companies, and the officers, directors, agents, employees and assigns of each.
- 1.6. **OWNER'S REPRESENTATIVE.** The Owner's Representative is the person or organization designated from time to time by the Owner to act as its representative as identified in Section 20 of the Agreement or the most current Modification thereto.
- 1.7. **PLANS.** Wherever the words "Plan," "Plan Set" or "Plans" are used in the Contract Documents, they shall be construed as having the same meaning as Drawing or Drawings.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

- 1.8. PROJECT. The Project is the total construction of which the Work may be the whole or a part.
- 1.9. PROVIDE. Except as the context otherwise requires, the term "provide" means to furnish, fabricate, complete, deliver, install and erect including all labor, materials, equipment, apparatus, appurtenances and expenses, necessary to complete in place, ready for operation or use under the terms of the Specifications.
- 1.10. SUBCONTRACTOR; SUB-SUBCONTRACTOR.
 - 1.10.1. A Subcontractor is a person or organization having a direct contract with the Contractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.
 - 1.10.2. A Sub-subcontractor is a person or organization having a direct or indirect contract (on any tier) with a Subcontractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.

ARTICLE 2 - THE CONTRACT DOCUMENTS

- 2.1. EXECUTION, INTENT AND INTERPRETATIONS.
 - 2.1.1. The Contractor warrants and represents that, in executing the Agreement and undertaking the Work, it has not relied upon any oral inducement or representation by the Owner, the Owner's Representative, the Architect/Engineer or any of their officers or agents as to the nature of the Work, the Job Site, the Project conditions or otherwise.
 - 2.1.2. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. If the Contract Documents do not specifically allow the Contractor a choice as to quality or cost of items to be furnished, but could be interpreted to permit such choice, subject to confirmation or approval by the Owner, they shall be construed to require the Contractor to furnish the best quality. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
 - 2.1.3. Where conflict exists within or between parts of the Contract Documents, or between the Contract Documents and either applicable industry standards or applicable codes, ordinances or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used: the Agreement; the Scope of Work; the Special Conditions; the General Conditions; the Specifications; the Drawings. If the Contractor is required to perform any extra or corrective Work to comply with the preceding sentence, it shall not be entitled to an increase in the Contract Sum or Contract Time, and no claim shall result from such compliance. Subject to confirmation or approval by the Owner, large scale Drawings take precedence over smaller scaled Drawings, figured dimensions on the Drawings take precedence over scaled dimensions, and noted items on the Drawings take precedence over graphic representations.
 - 2.1.4. The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings, are not intended to influence the Contractor in its division of the Work among Subcontractors or its establishment of the extent of the Work to be performed by any trade.
 - 2.1.5. The Contractor shall submit a written request to the Owner for any interpretations necessary for the proper execution or progress of the Work. Such interpretations shall be issued in writing.
 - 2.1.6. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of the Owner that such conditions actually exist. The Contractor shall inspect the Job Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.
 - 2.1.7. The Contractor shall develop and maintain current "as-built" Plans to be provided to the Owner in accordance with Subparagraph 9.4.2. The Owner may inspect and copy such Plans at any time during the course of the Work.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

- 2.2. **COPIES FURNISHED; OWNERSHIP.** All Contract Documents and copies thereof furnished by the Owner, the Owner's Representative or the Architect/Engineer are and shall remain the Owner's property. They are not to be published or used by the Contractor on any other project and, with the exception of one complete set for the Contractor, are to be returned to the Owner upon completion of the Work.
- 2.3. **NO ORAL WAIVER.** The provisions of this Agreement cannot be amended, modified, varied or waived in any respect except by a Modification signed by the Owner. The Contractor is hereby given notice that no person has authority to orally waive, or to release the Contractor from, any of the Contractor's duties or obligations under or arising out of this Contract. Any waiver, approval or consent granted to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, the Owner may at any time require strict compliance with the Contract Documents as to any other matter.

ARTICLE 3 - OWNER

- 3.1. **EASEMENTS.** The Owner shall obtain and pay for any easements required for permanent structures.
- 3.2. **ACCESS.** The Owner shall at all times have access to the Work at each and every stage of preparation and progress. The Contractor shall provide facilities (including, without limitation, roadways) for such access.

ARTICLE 4 - THE OWNER'S REPRESENTATIVE

- 4.1. **CONTRACTUAL RELATIONSHIPS.** Nothing contained in the Contract Documents shall create any contractual relationship between the Owner's Representative and the Contractor; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by the Contract Documents (including, but not limited to, the Owner's rights pursuant to Paragraph 7.2. and Articles 10 and 11 of these General Conditions).
- 4.2. **ROLE.** Except as otherwise provided in the Contract Documents, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder. If the Owner's Representative is an organization, then it shall, in turn, act through such person or persons as it may designate in writing from time to time. Only those so designated are authorized to grant on behalf of the Owner any approval, consent or waiver with respect to the Contract Documents or the Work, or to otherwise act for the Owner in any capacity whatsoever.

ARTICLE 5 - CONTRACTOR

- 5.1. **REVIEW OF CONTRACT DOCUMENTS.** In addition to the representations contained in Section 11 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further acknowledges that it has satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation and has assured itself of the adequacy and accuracy of each of the Contract Documents, as well as the compatibility of any combination thereof, as they relate to one another and to the scope of Work and the Schedule. The Contractor hereby warrants and represents to the Owner that the Contract Documents are suitable and adapted for the Work and guarantees their sufficiency for their intended purpose. The Owner shall not be responsible or liable to the Contractor for, and the Contractor hereby waives, any claims for changes, delays, accelerations, inefficiencies, impacts, and any other costs, damages, losses, or expenses of any nature whatsoever, resulting from any error, inadequacy, inaccuracy, inconsistency, insufficiency, unsuitability, discrepancy, ambiguity, omission, or insufficiency of detail or explanation in the Contract Documents. The Contractor shall perform no portion of the Work at any time without approved Contract Documents or, where required, shop drawings, product data, or samples, for such portions bearing the A/E's appropriate action stamp. Work performed in violation of this provision shall be at

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

the Contractor's risk. Nothing in this Paragraph 5.1. shall in any way limit the effects of Section 11 of the Agreement.

5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

- 5.2.1. The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, coordination, scheduling (subject to Article 8) and procedures, for all cleanup and for all safety and weather precautions and programs, in connection with the Work.
- 5.2.2. The Contractor shall employ a competent Project Manager and necessary assistants who shall be in attendance at the Job Site during the progress of the Work and who shall be satisfactory to the Owner. The Contractor shall remove any of its employees or agents (including, without limitation, the Project Manager) from the Project upon instruction from the Owner. The Project Manager shall not be changed except with the consent of the Owner unless the Project Manager ceases to be in the Contractor's employ.
- 5.2.3. The Contractor shall be responsible to the Owner for the acts and omissions of its employees. It shall also be responsible to the Owner for the acts and omissions of its Subcontractors and Sub-subcontractors, their agents and employees, and other persons performing any of the Work, in the same manner as if they were the acts and omissions of persons directly employed by the Contractor.
- 5.2.4. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Contract, including, without limitation, by any inspections or tests required or performed under Paragraph 5.7., or by approvals or other similar action with regard to shop drawings or submittals (of any type), or by the activities of persons other than the Contractor with respect to the Project. Further, notwithstanding the fact that a dispute, controversy or other question may have arisen between the parties hereto relating to the execution or progress of the Work, the interpretation of the Contract Documents, the payment of any monies, the delivery of any materials or any other matter whatsoever, the Contractor shall not be relieved of its obligations to pursue the Work diligently under the Contract Documents pending the determination of such dispute, controversy or other question.
- 5.2.5. The Contractor shall establish, implement and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Schedule and any Milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Contract Documents for the benefit of the Owner at the time of submission.

5.3. MATERIALS AND EQUIPMENT.

- 5.3.1. The Contractor shall, if so directed by the Owner, cause any or all materials and equipment to be manufactured in advance, and be warehoused either at the factory or elsewhere at the Contractor's cost. The Contractor shall cause all materials and equipment to be delivered to the Job Site in accordance with any schedule or schedules therefor established from time to time and approved by the Owner and, in any event, in a manner which will assure the timely progress and completion of the Work but will not encumber the Job Site unreasonably. Materials delivered to the Job Site for incorporation in the Work shall not be removed from the Job Site without the consent of or unless directed by the Owner.
- 5.3.2. The Owner may, from time to time during the performance of the Work and without any liability or obligation whatsoever to the Contractor or any of its Subcontractors or Sub-subcontractors, direct the Contractor to relocate, or cause to be relocated, to any other location on or off the Job Site, as designated by the Owner, any materials, equipment, office or storage trailers, storage sheds or the like brought onto the Owner's property by the Contractor or any of its Subcontractors or Sub-subcontractors, with which directions the Contractor shall promptly comply. Should such relocation not be completed within the time therefor established by the Owner, the Owner may accomplish such relocation and offset the costs incurred by it in accomplishing the same against any amounts then or thereafter due to the Contractor.
- 5.3.3. The Contractor shall give, or shall require its Subcontractors and their Sub-subcontractors to give, full and accurate quality, performance and delivery status reports, in a form satisfactory to the Owner, regarding any materials and equipment, or such other data with respect thereto as may be requested by the Owner, and shall obtain for the Owner the written

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

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 Agreement shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. This warranty is not limited by the provisions of Paragraph 14.2. of these General Conditions or Section 30 of the Agreement. All warranties and guarantees from Subcontractors or Sub-subcontractors (including, without limitation, manufacturers) shall be assignable to the Owner regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Owner and deliver them pursuant to Subparagraph 9.4.2. The Contractor's obligations under this Paragraph shall survive the expiration or sooner termination of the Contract.
- 5.5. **TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS.**
- 5.5.1. The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Job Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, the Owner may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or Sub-subcontractors and offset said amount against the Contract Sum.
- 5.5.2. The Contractor shall secure and pay for all governmental fees, permits and licenses which the Owner is not specifically required to provide and pay for under the Contract Documents.
- 5.5.3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Sum. The Contractor shall not unlawfully use or install any patented or copyrighted article, and any such unlawful use or installation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions for infringement of, or otherwise related to, any patent rights or copyrights, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the Owner may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses occasioned thereby shall be borne by the Contractor.
- 5.6. **COMPLIANCE WITH LAWS.** The Contractor shall, at its cost and expense, comply with each and every Federal, state and local law, ordinance, code, rule and regulation, as well as the lawful order or decree of any public or quasi-public authority, bearing on the performance of the Work specifically including, but not limited to, those specified in Subparagraph 10.1.2., and all applicable building codes. It shall be the responsibility of the Contractor to familiarize itself with all of the same, and any performance of the Work by or on behalf of the Contractor which is not in compliance therewith shall be at the Contractor's sole risk and expense. The Contractor shall notify the Owner prior to execution of the Agreement (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942****5.7. TESTS.**

- 5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise the Owner in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified.
- 5.7.2. The Owner may require any special inspection, testing or approval of the Work not included under Subparagraph 5.7.1., or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise the Owner in a timely manner (in writing, if practicable) as in Subparagraph 5.7.1. If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Contract Documents; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of the Owner, which, if incurred by the Owner, may be offset by the Owner against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, the Owner shall bear the costs of such inspection or testing.
- 5.7.3. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Owner.

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

ARTICLE 6 - SUBCONTRACTORS

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

6.2. AWARD OF SUBCONTRACTS.

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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

- 6.2.3. In the event the Owner and Contractor agree that the Owner may participate in any Subcontractor or Sub-subcontractor procurement activities, provided the Owner has informed the Contractor and allowed the Contractor the opportunity to participate and concur with such activities, the Contractor shall assume full responsibility for the results of any such activities including, without limitation, full responsibility for the Subcontractors' or Sub-subcontractors' awarded portions of the Work as a result thereof.
- 6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Agreement, and any increase in the Contract Sum shall be governed by Article 12.
- 6.3. SUBCONTRACTUAL RELATIONS.
- 6.3.1. All subcontracts and sub-subcontracts shall be in writing. Each subcontract and sub-subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions hereof to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by, and to require each of its Sub-subcontractors to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.
- 6.3.2. Each subcontract shall provide for its termination by the Contractor if, in the Owner's opinion, the Subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to its portion of the Work; and each Subcontractor shall be required to insert a similar provision in each of its sub-subcontracts. In the event of any such failure by a Subcontractor or Sub-subcontractor to comply with the requirements of the Contract Documents, such Subcontractor or Sub-subcontractor, as the case may be, shall, upon the Owner's request, be removed immediately from the Work and shall not again be employed on the Work. Any such failure (specifically including, without limitation, a failure to pay for labor (including applicable fringe benefits) or materials) by a Subcontractor or Sub-subcontractor shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.
- 6.4. PAYMENTS TO SUBCONTRACTORS.
- 6.4.1. Unless the Owner otherwise agrees or the Contract Documents otherwise provide, the Contractor shall pay each Subcontractor, upon receipt of payments from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's portion of the Work, less a percentage thereof equal to the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments due to any Sub-subcontractor.
- 6.4.2. If the Owner fails to approve a Contractor's Application for Payment, as hereinafter provided, for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall nevertheless pay that Subcontractor for its portion of the Work to the extent completed, less the retained percentage, such payment to be made no later than the date payment to the Contractor would otherwise have been made by the Owner.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

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

ARTICLE 7 - SEPARATE CONTRACTS

- 7.1. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with the Project or other work on the Job Site on any terms and conditions which the Owner may from time to time determine in its sole discretion (hereinafter referred to as "Separate Contracts"; and such other contractors are hereinafter referred to as "Separate Contractors").
- 7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.
- 7.2.1. The Contractor shall afford all Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work and shall properly cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.
- 7.2.2. If the execution or result of any part of the Work depends upon any work of the Owner or of any Separate Contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any Separate Contractor that render it unsuitable for the proper execution or result of any part of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or Separate Contractor's work as fit and proper to receive the Work, except as to defects which may develop in the Owner's or Separate Contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.
- 7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. Any such damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such damage, delay or interference, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.
- 7.2.4. Should any Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present to such Separate Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against such Separate Contractor prior to the institution of litigation or other proceedings against such Separate Contractor. If 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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

from them, any costs, expenses or losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused or allegedly caused by any Separate Contractor.

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

ARTICLE 8 - TIME**8.1. DEFINITIONS.**

- 8.1.1. Whenever the word "day" is used in the Contract Documents, it shall mean a calendar day unless otherwise specifically provided.
- 8.1.2. The Date of Commencement of the Work is the date established in a written notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established by the Owner in writing.
- 8.1.3. The Date of Substantial Completion of the Work (or "Substantial Completion") is the date, certified by the Owner, when all construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

8.2. PROGRESS AND COMPLETION; SCHEDULING.

- 8.2.1. All times and dates stated in the Contract Documents including, without limitation, those for the Commencement, prosecution, Milestones, Substantial Completion and final completion of the Work and for the delivery and installation of materials and equipment, are of the essence of the Contract.
- 8.2.2. The Contractor shall begin the Work on the Date of Commencement and shall perform the Work diligently, expeditiously and with adequate resources so as to meet all Milestones and complete all the Work within the Contract Time. The scheduling of the Work shall be performed and monitored by the Contractor utilizing a method to be chosen by the Owner. The Contractor (and its Subcontractors, if the Owner requires) shall furnish all scheduling information requested by the Owner (in such form and detail as requested for the particular portion of the Work; herein referred to as the "Schedule" or "Schedules") within two (2) weeks of the Owner's request, shall revise the same from time to time thereafter when so requested by the Owner, and shall attend such meetings concerning scheduling as the Owner may call from time to time. The Contractor shall comply with any Schedule or Schedules established by it and approved by the Owner, or established by the Owner with respect to the Commencement, performance, Milestones or completion of the whole or various portions of the Work. With respect to any portion of the Work for which a Schedule has not been established, the Contractor shall commence such portion of the Work within three (3) days of the date on which the Owner directs such commencement and shall thereafter prosecute and complete the same with all due diligence or as otherwise directed by the Owner. Neither the scheduling information submitted by the Contractor or its Subcontractors, the acceptance or approval thereof by the Owner nor the establishment or implementation of, or failure to establish or implement, Schedules by the Owner shall relieve the Contractor of its obligation to perform and complete the Work in a timely manner or to otherwise perform in accordance with the Contract Documents.
- 8.2.3. Float or slack time associated with any one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as set forth in an approved Schedule for the Work (assuming the critical path method is used), including any revisions or updates thereto. Float or slack time is not for the exclusive use or benefit of either the Owner or the Contractor. However, if float time associated with any chain of activities is expended but not exceeded by any actions attributable to the Owner, the Contractor shall not be entitled to an extension in the Contract Time.

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

- 8.3.1. The time during which the Contractor is delayed in the performance of the Work by the acts or omissions of the Owner, the Owner's Representative, acts of God, unusually severe and

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

abnormal climatic conditions or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for such delays shall be considered unless made in accordance with Paragraph 13.1.

- 8.3.2. The Owner and the Owner's Representative shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against them, on account of, any damages, costs or expenses of any nature whatsoever which the Contractor, its Subcontractors or Sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the Owner, or any of the events referred to in Subparagraph 8.3.1. above, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time, but only if claim is properly made in accordance with the provisions of Paragraph 13.1.
- 8.3.3. Whenever, in the opinion of the Owner, the Work falls behind Schedule due to the fault of the Contractor, the Contractor shall, to the extent necessary to meet said Schedule, increase its labor force and/or provide overtime, extra shifts, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from the Owner. Further, the Owner shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs the Owner may incur as a direct result of said increase in labor force or overtime, extra shifts, Saturday, Sunday and/or holiday work.
- 8.3.4. The Owner may, in its sole discretion and for any reason, direct the Contractor to accelerate the Schedule of performance by providing overtime, extra shifts, Saturday, Sunday and/or holiday work and/or by having all or any Subcontractors or Sub-subcontractors designated by the Owner provide overtime, extra shifts, Saturday, Sunday and/or holiday work.
- 8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts)).
- 8.3.4.2. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by a Subcontractor pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Subcontractor for the premium time (or shift differential for any extra shifts) of all labor utilized in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time cost of such labor), together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time.
- 8.3.4.3. Anything in the foregoing to the contrary notwithstanding, should the Owner's direction to the Contractor to accelerate the Schedule of performance pursuant to this Subparagraph 8.3.4. require the Contractor's or a Subcontractor's forces to work in excess of fifty (50) hours per week for a period in excess of four (4) consecutive weeks, the Owner shall pay to the Contractor, for each consecutive week after the fourth consecutive week in which the same forces are required to work in excess of fifty (50) hours, an additional amount equivalent to ten percent (10%) of the gross wages of Job Site labor, less payroll costs as defined in Subparagraph 12.2.1., paid to such forces on account of such overtime, Saturday, Sunday or holiday work pursuant to this Subparagraph 8.3.4. Such acceleration shall be referred to as "Extended Acceleration", and the payment described herein shall be the sole and exclusive remedy for such Extended Acceleration including, without limitation, all inefficiencies, impacts, added supervision and overhead, ripple effect or any other costs or expenses of any kind. Anything in this Subparagraph 8.3.4.3. to the contrary notwithstanding, the Owner shall have no obligation to make payments on account

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

of overtime, Saturday, Sunday or holiday work ordered pursuant hereto unless: (a) the Contractor shall submit to the Owner, for the Owner's review and approval, duly authenticated time tickets evidencing the hours of overtime, Saturday, Sunday or holiday work performed pursuant to this Subparagraph 8.3.4.3. by the end of the day on which performed and recapped in summary form; and (b) the Contractor shall include with its request for reimbursement a duplicate of each of the foregoing time tickets and such other substantiation of costs reimbursable hereunder as the Owner may require. If overtime, extra shifts, Saturday, Sunday or holiday work is performed in part pursuant to Subparagraph 8.3.3. and in part pursuant to this Subparagraph 8.3.4.3., the provisions of this Subparagraph 8.3.4.3. calling for payments by the Owner on account thereof shall only apply to such work performed pursuant to this Subparagraph 8.3.4.3.

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

ARTICLE 9 - PAYMENTS AND COMPLETION

- 9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.
- 9.1.1. The "Payment Application Date" shall be that day of each calendar month designated in the Agreement when the Contractor shall deliver the "Application for Payment," as hereinafter defined, to the Owner.
- 9.1.2. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the Owner in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.
- 9.1.3. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the Owner, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Job Site; or (b) the tender of payment of the applicable Application for Payment by the Owner to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the Owner as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.
- 9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.
- 9.2.1. If the Contractor has submitted an Application for Payment in the manner prescribed in the Contract Documents, the Owner shall, with reasonable promptness, approve the same (or

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

such portions thereof covering amounts it determines to be properly due) or shall state in writing its reasons for withholding its approval (whether of all or a part).

- 9.2.2. The Owner's approval of an Application for Payment shall not constitute a representation by the Owner that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Payment by the Owner be deemed a representation by the Owner: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Job Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.
- 9.2.3. No approval of an Application for Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Payment by the Owner, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.
- 9.2.4. Subject to the Owner's rights to offset or withhold as set forth in these General Conditions, after the Owner has approved an Application for Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Contract Documents.
- 9.3. PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK.
- 9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.
- 9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.
- 9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.
- 9.4.1. At such time as the Contractor deems the Work to be Substantially Complete, the Contractor shall 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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

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

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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

Specifications in the forms approved by the Owner, in favor of the Owner and such other persons as the Owner may direct (notwithstanding the foregoing, by execution of the Agreement, the Contractor shall be deemed to have guaranteed to the Owner the matters contained in the attached form of guarantee incorporated by reference into the Agreement); and (h) a fully and properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.

- 9.4.3. The making of final payment shall not constitute a waiver of any claims or rights by the Owner.
- 9.4.4. The acceptance of final payment shall constitute a waiver of all claims by the Contractor and shall constitute a general release of the Owner, the Owner's Representative and the Architect/Engineer by the Contractor.
- 9.4.5. If any Subcontractor or Sub-subcontractor refuses to furnish any release, satisfaction or waiver of lien required at any time by the Owner under Paragraphs 9.1., 9.3. or 9.4., or files a claim of lien against the Owner's property, the Contractor shall, if requested by the Owner and at the Contractor's expense, furnish a bond (separate and apart from any other bond provided by the Contractor hereunder) satisfactory to the Owner to exempt the Owner and its property from and against any such lien. The Contractor authorizes the Owner, and shall cause its Subcontractors and Sub-subcontractors to authorize the Owner, to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner's property, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse the Owner on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.
- 9.5. **BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.**
- 9.5.1. The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project or equipment at any time prior to completion of the Work upon two (2) days written notice to the Contractor (referred to herein as "Beneficial Occupancy"). The Owner shall use its best efforts to prevent such occupancy from interfering with the performance of the remaining Work; provided, however, that the Owner shall not be liable for any delays or additional costs of any nature caused by such occupancy.
- 9.5.2. Beneficial Occupancy shall not constitute acceptance by the Owner or the Owner's Representative of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed to be the equivalent of completion of the Work, shall not relieve the Contractor from its obligation to complete the Punch List, and shall not entitle the Contractor to any increase in the Contract Sum.
- 9.5.3. Anything in this Paragraph 9.5. to the contrary notwithstanding, the Owner may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and shall prepare and deliver to the Contractor a Certificate of Partial Substantial Completion for such portion of the Work. The Owner shall, within twenty (20) days from the date of the Certificate of Partial Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, and, upon the Contractor's timely completion or correction of the items on the Punch List and the Owner's approval thereof, accept that portion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List, shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The provisions of Paragraph 9.4., except as they relate to the Contractor's obligations to complete or correct the Work in accordance with the Contract Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.
- 9.6. **INDIVIDUAL PROJECTS.** The duties and responsibilities of the parties as set forth in this Article 9 may be applied to individual projects issued to Contractor under the Agreement. Each individual project shall follow the process outlined above with the exception of the close-out process. A close-out change order will be issued to Contractor at the end of the Agreement and after the completion of all individual projects. Individual projects, if applicable will be indicated in Section 3 and 4 of the Agreement.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942****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 their duties as aforesaid.
- 10.1.4. Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
- 10.1.5. The Contractor shall provide to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for their failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.
- 10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Agreement have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

10.1.7 The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby 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

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

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

- 10.5. **CLEANUP.** The Contractor shall at all times keep the Job Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by its performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Job Site and the Project. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the Job Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor. The Contractor shall notify the Owner in advance of the generation, importation, storage, transportation or disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project.
- 10.6. **OWNER'S STANDARDS.** The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

ARTICLE 11 - INSURANCE; INDEMNIFICATION

- 11.1. - 11.7. **COMMERCIAL INSURANCE.** Refer to Sections 6.A.-6.F. of the Agreement.
- 11.8. **INDEMNIFICATION.** Refer to Section 6.G. of the Agreement.

ARTICLE 12 - CHANGES IN THE WORK

- 12.1. **CHANGE ORDERS AND DIRECTIVES.** The Owner may, without affecting the validity of the Contract Documents or any term or condition thereof, issue Change Orders, or Directives, or give other orders and instructions regarding the Work which may have the effect of ordering extra work or other changes in the Work by altering, adding to or deducting from the Work, modifying the method or manner of its performance or otherwise (herein sometimes referred to as "Changes in the Work"). The Contractor shall comply with all such orders and instructions issued by the Owner. In any such event, the Contract Sum shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided, however, that if the Contractor should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum or extension of the Contract Time on account thereof. Upon receipt of any such Change Order, or Directive or other order or instructions, the Contractor shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

in the Contract Sum has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.

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

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

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

12.2.3. If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

in the Work, or the cost, use or rental of small tools, defined as tools with a cost or value of less than \$1,000, or equipment owned by the Contractor or any of its related or affiliated companies), plus fifteen percent (15%) of gross wages (excluding payroll costs) of Job Site labor and direct material costs and six percent (6%) of rental costs (other than small tools or equipment owned by the Contractor or any of its related or affiliated companies) as the total overhead and profit. Only the entity actually performing the Change in the Work or a portion thereof shall be entitled to a mark-up as aforesaid for overhead and profit, but the Contractor may include up to six percent (6%) of the amount it will pay to any Subcontractor, and a Subcontractor may include up to six percent (6%) of the amount it will pay to any Sub-subcontractor (only a maximum of two contractual tiers of such markup may be included), for the Change in the Work as overhead and profit to the Contractor or Subcontractor. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification, names and social security numbers of the labor employed, the materials used, the equipment rented (not tools) and such other evidence of costs as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

- 12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.
- 12.2.5. The Work pursuant to this Agreement shall be performed by the Contractor at no extra cost to the Owner despite any order from the Owner which designates or contemplates a portion of the Work as a Change in the Work.
- 12.3. **CHANGES REQUIRING A DECREASE IN CONTRACT SUM.** If any Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days after the date of the Owner's request or such longer period of time established by the Owner therein and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner's Representative in its reasonable judgment. If the Contractor fails to render any proposal within the time required herein, the Owner may issue a unilateral deductive Change Order giving the Owner's reasonable estimate of the deductive Change, which shall become automatically binding upon the Contractor.
- 12.4. **DISPUTES REGARDING CHANGES.** If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.

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

ARTICLE 13 - CLAIMS

- 13.1. **CLAIMS FOR EXTENSIONS OF CONTRACT TIME.** No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.
- 13.2. **CLAIMS FOR INCREASES IN CONTRACT SUM.**
- 13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.
- 13.3. **NO OTHER CLAIMS.** The parties acknowledge that the provisions of Paragraphs 13.1. and 13.2. are included herein for the purpose of fixing and limiting the time within which, and the manner in which claims must be made; and that Paragraphs 13.1. and 13.2. do not grant to the Contractor any right to increases in the Contract Sum, or extensions in the Contract Time or any Milestones, not otherwise permitted or provided by the other terms and provisions of the Contract Documents.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942****ARTICLE 14 - UNCOVERING AND CORRECTION OF WORK; OWNER'S RIGHT TO CARRY OUT WORK****14.1. UNCOVERING OF WORK.**

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

14.2. CORRECTION OF WORK.

- 14.2.1. The Owner shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by the Owner, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay the Owner's schedule for completion of the Project or, if applicable, disturb the occupants of the completed Project, the Contractor shall perform such Work according to a schedule therefor established by the Owner (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.
- 14.2.2. If, within one (1) year after the Date of Substantial Completion of the Work (as determined by the Owner) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written instructions to that effect from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition.
- 14.2.3. The Contractor shall remove from the Job Site all Work which is defective or non-conforming and not corrected under Paragraph 5.4. or Subparagraphs 14.2.1. or 14.2.2. unless removal is waived by the Owner.
- 14.2.4. The Contractor shall bear the cost of making good all work of Separate Contractors (and any of the Owner's other structures or facilities) destroyed or damaged by such removal or correction.
- 14.2.5. If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from the Owner, the Owner may remove it and store the materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to the Owner. The obligations of the Contractor under this Subparagraph 14.2.5. shall be in addition to, and not in limitation of, any obligations imposed on it by law,

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

by any other provision of this Agreement or by any warranty or guarantee under this Agreement.

- 14.2.6. If the Contractor fails to correct any defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 14.3. In the event of a defect found after final acceptance of the Work by the Owner which the Contractor is obligated to correct pursuant to Subparagraph 14.2.2., the Owner may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.
- 14.3. OWNER'S RIGHT TO CARRY OUT WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Agreement, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from the Owner (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of Owner) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then the Owner may, without prejudice to any other remedy the Owner may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by the Owner, no notification shall be required. The Owner shall have the right to take possession of such portion of the Job Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and machinery of the Contractor located on the Job Site. If the Owner makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to the Owner.
- 14.4. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case an appropriate amount shall be offset against any amounts then or thereafter due to the Contractor; or, if the said appropriate amount of offset is determined after final payment (or if there is not then or thereafter due to the Contractor an amount sufficient to cover the offset available to the Owner), the Contractor shall, upon demand, pay the appropriate amount (or the difference after offset, as applicable) to the Owner.

ARTICLE 15 - TERMINATION OF CONTRACT

- 15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment later than the time periods established in section 218.735, Florida Statutes, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Agreement and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Agreement shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Agreement on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges that it can be adequately compensated by such money damages for any breach of this Agreement which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Agreement or suspend or abandon its performance of the Work.
- 15.2. TERMINATION BY OWNER FOR CAUSE.
- 15.2.1. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

Contractor should otherwise be guilty of a violation of, or in default under, any provision of the Agreement, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, three (3) days written notice, terminate the Agreement and the employment of the Contractor on the Project, take possession of the Job Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In addition, without terminating this Agreement as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Agreement (by reducing, in such manner the Owner deems appropriate, the scope of the Work to be performed by the Contractor) and complete the portion of this Agreement so terminated in such manner as the Owner may deem expedient, taking possession of such part of the Job Site and utilizing such materials, equipment, tools, construction equipment and machinery owned by the Contractor as may be necessary to accomplish the same. The Contractor hereby grants to the Owner the further right: (a) to enter upon any premises or property other than the Job Site in order to take possession of any materials, tools, equipment, machinery or other items intended for incorporation in the Work (or any portion thereof) or for use in the performance thereof; and (b) to receive an assignment of such subcontracts as the Owner deems necessary or desirable at the time of termination of this Agreement or a portion thereof.

- 15.2.2. If this Agreement is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Sections 4 and 7 of the Agreement. If a portion of this Agreement is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Agreement so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.
- 15.2.3. The remedies provided to the Owner in this Paragraph 15.2. are in addition to, and not in lieu of, any other rights or remedies available to the Owner under the Contract Documents, at law or in equity. In the event of any breach of this Agreement by the Contractor, and whether or not this Agreement is terminated by the Owner, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the Owner as a result thereof.
- 15.3. **TERMINATION BY OWNER WITHOUT CAUSE.** Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Agreement without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Agreement as a whole, the Owner may, for its convenience, terminate a portion of this Agreement (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Agreement shall be treated as a reduction in the scope of the Work pursuant to Article 12.

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942****ARTICLE 16 - MISCELLANEOUS PROVISIONS**

- 16.1. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, to the exclusion of Florida rules of conflicts of laws.
- 16.2. **ASSIGNABILITY; SUCCESSORS AND ASSIGNS.**
- 16.2.1. This Agreement may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Agreement in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Agreement be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.
- 16.2.2. The Owner and the Contractor each binds itself and, to the extent permitted herein, its successors and assigns, to the other party and, to the extent permitted herein, the other party's successors and assigns, in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 16.3. **NOTICE.** All notices (whether or not designated as such herein) which are required under this Agreement to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).
- 16.4. **PERFORMANCE AND PAYMENT BONDS.** Unless waived or otherwise agreed by the Owner, the Contractor shall furnish (and if directed by the Owner shall require all or certain of its Subcontractors to furnish) a bond covering the faithful performance of this Agreement (or any such subcontract), as revised or modified from time to time, and a bond covering the payment of all obligations arising thereunder in full compliance with the then current provisions of Section 713.23, Florida Statutes (or any successor thereto); or, if applicable, Section 255.05, Florida Statutes, or any successor thereto), each in the full Contract Sum, as revised or Modified from time to time, and with such sureties as may be approved by the Owner. Each bond shall contain the following language: "The provisions and limitations of Section 255.05 or of Section 713.23, Florida Statutes, whichever is applicable to the Contract, are incorporated herein by reference, provided, however, that in the event of any conflict between the provisions of said Section 255.05 or Section 713.23 and those contained in this bond, the provisions of said Section 255.05 or Section 713.23 shall govern." If such bonds, or either of them, are stipulated in the bidding documents or in the Contract Documents, the premium therefor shall be paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Agreement or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. Bonds required under 255.05 must be recorded at the Orange County Courthouse prior to providing the recorded certified copy or original bond to the Owner. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Agreement (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.
- 16.5. **MAINTENANCE OF HARMONIOUS RELATIONS.** The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of the Owner to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. The Owner reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.

- 16.6. **UNION AGREEMENTS.** Regardless of the expiration of any collective bargaining agreement during the term of this Agreement which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the 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 Agreement, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.
- 16.8. **GENERAL.**
- 16.8.1. The captions of divisions, sections, articles, paragraphs, subparagraphs, clauses and the like in the Contract Documents are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, paragraphs, subparagraphs, clauses and the like. The parties agree that the Contract

Exhibit D**GENERAL CONDITIONS FOR CONSTRUCTION - OCTOBER 2025 EDITION
CONTRACT NO. C006942**

- Documents shall not be construed more strictly against any party regardless of the identity of their drafter.
- 16.8.2. Unless otherwise specified, article, paragraph and subparagraph references appearing in these General Conditions are to articles, paragraphs and subparagraphs herein.
- 16.8.3. Wherever this Agreement obligates the Contractor hereunder to reimburse the Owner or others for attorneys' fees, such obligation shall not only include attorneys' fees incurred prior to and including litigation in the trial court, but also all attorneys' fees incurred in connection with any and all appellate proceedings, no matter to which court any appeal is taken and by whomever so taken.
- 16.8.4. Wherever this Agreement obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and its supervisors, administrators, officers, directors, agents, employees, agents, successors and assigns and Owner's Representative, and its parent, related, affiliated and subsidiary companies and the officers, directors, agents, employees and assigns of each; (ii) the Contractor shall defend (if requested by the Owner) and hold each indemnitee harmless; (iii) in the event of any such requested defense, the Owner may choose its legal counsel, control the litigation including, without limitation, determining legal strategy, settlement strategy and whether or not to file any appeals; (iv) the Contractor shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence, recklessness or intentional wrongful misconduct of any of those indemnified pursuant to any such provision, it being understood and agreed that no such comparative or contributing negligence, recklessness or intentional wrongful misconduct shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified; (v) no indemnification obligation hereunder shall be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any Worker's Compensation Act, disability benefit acts or other employee benefit acts; and (vi) all such indemnity provisions shall survive the expiration or sooner termination of this Contract.
- 16.8.5. Unless otherwise specifically provided herein, the Owner may withhold any consents, approvals or waivers required of it pursuant to the Agreement in its sole discretion.
- 16.9. ADJACENT LAND AND LANDOWNERS. To the extent the Work requires the Contractor to enter upon land owned by others than the Owner, or the Contractor is permitted to enter upon such land, then the Contractor shall, prior to entry, satisfy itself as to all conditions present upon such land and shall take all necessary precautions to protect all persons and property from injury or damage as a result of the Contractor's entry upon such land and shall promptly repair any damage to the land and any property located thereon. The Contractor shall defend, indemnify and hold harmless the owner(s) of such land from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by or arising out of the Contractor's entry upon such land. Nothing contained herein shall create any contractual relationship between the Contractor and the owner(s) of such land; however, it is acknowledged that the owner(s) of such land are intended third party beneficiaries of the obligations of the Contractor hereunder.

<< END OF GENERAL CONDITIONS FOR CONSTRUCTION >>

End of Exhibit D

Exhibit E
SAMPLE FORMS
CONTRACT NO. C006942

THIS EXHIBIT CONTAINS THE FOLLOWING:

- Payment Bond
- Performance Bond
- Dual Obligee Rider
- Consent of Surety for Partial Payment Application
- Task Work Order (sample form)

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

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

CONTRACTOR:

SOUTHLAND CONSTRUCTION, INC.
172 West Fourth Street
Apopka, Florida 32703 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: _____
Contract No. **C006942**
Project: _____

Legal Description or Street Address of Project: _____.

Contract Sum: _____ (_____) (hereinafter "Contract")

BOND:

Date: _____
Amount: _____ (_____) (hereinafter "Bond")

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

SURETY:

[SEAL]

[SEAL]

By: _____
Print Name: _____
Title: _____

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:

SOUTHLAND CONSTRUCTION, INC.
172 West Fourth Street
Apopka, Florida 32703 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: _____
Contract No. **C006942**
Project: _____

Legal Description or Street Address of Project: _____.

Contract Sum: _____ (_____) (hereinafter "Contract")

BOND:

Date: _____
Amount: _____ (_____) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, for the performance of the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor fully performs the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety further agrees that whenever the Contractor shall be, and is declared by Owner to be, in default under or in breach of the 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:
SOUTHLAND CONSTRUCTION, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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: SOUTHLAND CONSTRUCTION, INC.

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 # C006942
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.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT TASK WORK ORDER



CONTRACT# _____

WORK ORDER NUMBER # _____

Contracting Officer
Approval/Initials

EFFECTIVE DATE: _____

Project Title:

To:

Attn:

FUNDING SOURCE(S): _____

EXPENDITURE ACCOUNT NUMBER(S):

In accordance with your executed CFTOD Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed \$ _____.

Requested By: _____ Date: _____
Owner's Representative or Designee

Approved By: _____ Date: _____
Department Director or Designee

Submit completed form to Contracting Officer

End of Exhibit E

Exhibit F – Contractor Proposal

Central Florida Tourism Oversight District

RFP# C006914 Emergency and Urgent Response Construction Services – Continuing Contract

Introduction

Please accept this response to the RFP for Emergency and Urgent Response Construction Services – Continuing Contract dated August 21, 2025 on behalf of Southland Construction, Inc. (Southland). SCI offers a wide range of services not found in most construction companies. We can take any project from raw land to a fully developed property including civil improvements, storm sewer, utilities, and the building structures. Much of our work is self-performed and not simply subcontracted to a third party. This is particularly true in our civil disciplines where we routinely self-perform sixty percent of our work providing for greater schedule and quality control. Our services include, but are not limited to, the following:

- Design-Build
- Utility Construction
- Highway Construction
- Commercial Building
- Bridge Construction

Proposer Information

Proposer: Southland Construction, Inc.

Headquarters Address: 172 W Fourth St, Apopka, FL 32703

President: Daniel T. Carr – dtcarr@scifl.com | 321-230-2547

Vice President: Joseph L. Raucci – jrauucci@scifl.com | 321-230-2551

Vice President: Tyler Carr – tylerc@scifl.com | 321-230-2062

Office Phone: 407-889-9844

Tax ID Number: 59-1742990

CFTOD Status: Buy Local Contractor

Company History / Background

We are grateful for the opportunity to continue working with CFTOD, having had a successful track record performing projects on the Walt Disney World property for both WDI and CFTOD.

Founded in 1977, Southland is a locally owned and operated Central Florida company headquartered in Apopka, FL. Our leadership and staff live in proximity to the WDW property, fostering strong relationships with regional suppliers and contractors.

We have extensive experience working with various stakeholders, including:

- Florida Department of Transportation (FDOT)
- Florida Turnpike Enterprise
- Central Florida Expressway Authority
- Greater Orlando Aviation Authority
- Local municipalities
- Private developers

Exhibit F – Contractor Proposal

Central Florida Tourism Oversight District

RFP# C006914 Emergency and Urgent Response Construction Services – Continuing Contract

Our approach emphasizes partnership, innovation, efficiency, and safety. We understand the importance of coordination and workforce flexibility in minimizing impacts on the guest experience at Walt Disney World. Southland also has a proven record of responding to emergency requests quickly and efficiently. We bring our full range of resources and expertise to make each project successful for all stakeholders.

A. Qualifications and Experience

Related Experience to Scope

Southland has extensive experience with the scopes outlined in the RFP, as well as in emergency response scenarios. We maintain a continuing contract with Seminole County for infrastructure support and have provided emergency response services to RCID/CFTOD, FDOT, Seminole County, and the City of Winter Springs, particularly after hurricanes and severe weather events.

Our scope of services has included:

- Embankment restoration
- Bridge and box culvert rehabilitation (including shoring walls and slab replacement)
- Pressure grouting of voids
- Roadway restoration
- Drainage improvements
- Emergency access and evacuation coordination

Recent Projects Include:

- **Mullinax Hyundai, Clermont (2024)**
 - \$4.74M | Grading, drainage, paving, sewer, and water installation
- **Bailey Bridge at Perimeter Canal for RCID/CFTOD (2024)**
 - \$2.41M | Sheet piling, overhead utility coordination, reclaimed water relocation
- **US 441 in Lady Lake for FDOT D5 (Ongoing)**
 - \$44.96M | Complex MOT, phased bridge removal, shoring walls, heavy traffic coordination

We operate both a **Heavy Highway Division** and a **Vertical Construction Division**, giving us flexibility in labor, equipment, and scheduling. Our strong vendor network supports emergency response capabilities.

Exhibit F – Contractor Proposal

Central Florida Tourism Oversight District

RFP# C006914 Emergency and Urgent Response Construction Services – Continuing Contract

Project Manager Qualification and Track Record

Damon Cottingham will serve as Project Manager. With 12 years of continuous experience on WDW property, Damon has managed projects for RCID, WDI, Coastal Tishman, Whiting-Turner, and is currently overseeing the World Drive Phase III project.

Key projects include:

- I-4 Slip Ramp (complex bridges, MOT, coordination)
- Osceola Parkway/Victory Way Interchange (bridges, walls, utilities)
- Epcot Resorts Blvd Phase II Bridge Reconstruction
- RCID Bailey Bridge waterline relocation
- Emergency response efforts on behalf of RCID/CFTOD

Damon’s deep knowledge of the property and stakeholders ensures minimal disruption, efficient / timely mobilization, and high-quality execution.

B. Staffing Plan

Project Management Structure		
POSITION TITLE	PERSONNEL	PHONE
Vice President	Joe Raucci	321-230-2551
Project Manager	Damon Cottingham	321-230-2538
Project Superintendent	Chris McCully	321-230-2553
General Superintendent	Destry Sorrell	321-230-2533

Address: 172 W Fourth St Apopka, FL 32703

Phone: 407-889-9844

Key staff positions were chosen for their similar experience or experience working on the Walt Disney World property and demonstrated excellent ability of working together to solve construction and design issues in a timely, efficient manner. Southland has maintained a remote office on the Walt Disney World Property for 12 years now. We try to maintain a consistent backlog of work on the property to support this office. We would utilize the project infrastructure, resources and management in place to support the scope of this RFP. If at some point our office on property were to close, we are headquartered with our equipment yard in Apopka, FL and have the ability to mobilize to WDW property in short order. Most of our staff and management live within an hour of the property as well.

Chris McCully

Chris McCully will serve as our project superintendent for these projects. Chris has worked with Damon on various projects around the WDW property and is very familiar with the environment and special nature of the site. Chris has worked with Southland for 26 years in a variety of roles from vertical construction superintendent, MOT supervisor, pipe foreman, to building roads as a grade foreman. Chris has experience with working with and around all types of utility

Exhibit F – Contractor Proposal

Central Florida Tourism Oversight District

RFP# C006914 Emergency and Urgent Response Construction Services – Continuing Contract

facilities, such as potable water, reclaimed water, chilled water, sewer, and force main. His diversity of experience is an asset on any project as he can quickly assess situations and develop time critical and efficient solutions. Chris has been the project superintendent on Osceola Parkway / Victory Way Interchange, Epcot Resorts Blvd PH II Bridge Replacement, Bailey Bridge at Perimeter Canal project, WDN Regional Stormwater Facility, and is the current superintendent on the CFTOD World Drive PH III Project.

Destry Sorrell

Destry Sorrell is the general superintendent for Southland Construction. Destry coordinates all of our equipment and resources company wide throughout the Central Florida region. Destry will be a key emergency contact for this project and will be available for site assessments and coordinating with the project management and estimating team to develop time sensitive solutions utilizing our company resources to the maximum efficiency. Destry has extensive experience in utility construction throughout his career. He also served as project superintendent for Southland on the EB Epcot Center Drive Widening so he is familiar with working on the WDW property as well.

Luis Muniz

Luis Muniz is our lead pipe foreman for Southland Construction and has been with Southland for 12 years. Luis will be an invaluable resource in project assessments and assisting the crew brought in to perform the work. Luis has experience with all utility scopes including potable water, reused water, sewer and force main.

Subcontractors

Southland partners with proven vendors for emergency response:

- **P&A Welding** – Certified field/shop welders (ASME, AWS D1.1)
- **W&S Construction** – Concrete flatwork and non-structural concrete
- **RWH Construction** – Structural concrete (as supplement)
- **Orlando Paving / Ranger Construction** – Asphalt and paving repairs
- **Carter Electric** – Electrical contractor, experienced on WDW property
- **Sabcon** – Mechanical/gas utilities; currently active on World Drive PH III
- **Beyel Crane** – Heavy lifting and hoisting, known for complex operations
- **C. Slagter / Fausnight** – Roadway appurtenances and striping
- **Shenandoah** – Ground Stabilization

C. Reference

The attached Reference Form provides a diverse cross section of our clients, projects and scope of work that we typically pursue, including work for CFTOD, a private client and for the State of Florida. We believe these clients will provide positive feedback not only on our quality of work but also our responsiveness and coordination in solving problems and creating solutions to expedite project completion which is the main thrust of this continuing contract.

Exhibit F – Contractor Proposal

Central Florida Tourism Oversight District

RFP# C006914 Emergency and Urgent Response Construction Services – Continuing Contract

D. Approach and Capabilities

We understand this RFP seeks contractors capable of responding to emergency requests within 2 hours and handling the wide range of scopes described in Section 12.

Southland's local presence, experienced team, and on-property resources enable us to:

- Mobilize within 2 hours.
- Assess and stabilize emergency issues
- Partner with specialty engineers for long-term solutions
- Self-perform most scopes: earthwork, MOT, structural repair, concrete, earthwork, shoring, and utilities

We also manage the construction of complex utility systems, such as the chilled water system on World Drive PH III. Our vertical division adds support for building systems (plumbing, mechanical, electrical). For unfamiliar scopes, we leverage our experience and relationships to quickly develop solutions.

E. Response for Emergency and Urgent Work

Southland Construction, Inc. is a local company headquartered in Apopka, Florida. All of our ownership and management reside in the Central Florida region. We currently maintain an office on Walt Disney World property to support the World Drive Phase III project, as well as any upcoming projects. At present, we have a substantial amount of equipment on-site dedicated to utility and earthwork construction for the World Drive Phase III project, which is expected to continue for the next two years.

Because of this ongoing project, our team is already on call 24/7 to manage any related work on the property. In the event of an emergency, the primary point of contact would be Damon Cottingham, the site Project Manager for Southland with CFTOD. The secondary contact is Chris McCully, the on-site Superintendent, followed by Destry Sorrell, our General Superintendent. All three individuals have the authority and capability to respond directly or to dispatch a qualified representative from Southland within two hours.

Each of these team members is thoroughly familiar with the equipment and resources currently on-site, allowing for immediate mobilization when needed. If necessary, they can also coordinate the rapid deployment of additional resources from our Apopka yard or another active project site. Furthermore, all three are well-versed in both CFTOD and WDW protocols for developing scopes of work, engaging with appropriate stakeholders, and creating safe and effective traffic management plans to ensure minimal disruption to the traveling public and resort guests.

Exhibit F – Contractor Proposal

Central Florida Tourism Oversight District

RFP# C006914 Emergency and Urgent Response Construction Services – Continuing Contract

Summary

Southland looks forward to the opportunity to work with CFTOD on this contract in the years ahead. Our familiarity with the site and the flexibility of our resources are advantages that few contractors in the region can match. We have a proven track record of rapid response and successful completion of emergency projects throughout Central Florida for key clients such as CFTOD, FDOT, Seminole County, and the City of Winter Springs.

Our continued presence on the Walt Disney World property enables us to operate with significant efficiency, leveraging personnel, materials, and equipment that are already on-site or readily accessible. Our project team has extensive experience with all relevant scopes of work, combined with a deep understanding of the physical site and the unique operational requirements of the property.

Southland is based in Orange County and is a registered Buy Local vendor with CFTOD. We sincerely appreciate this opportunity and look forward to continuing our partnership.

Exhibit F – Contractor Proposal

DAMON COTTINGHAM

PROJECT MANAGER

PROFILE

Damon has been in the construction industry since 2001 and has worked for Southland since 2013. As a Project Manager, he is responsible for all activities in all phases and serves as a single point of contact for the owner. Damon also relies upon his experience to provide technical feedback during the preconstruction / validation phase.

CONTACT

PHONE:
407-889-9844

WEBSITE:
www.southlandconstruction.com

EMAIL:
damonc@scifl.com

CERTIFICATIONS

FDEP Stormwater, Erosion, and Sedimentation

Control Certified Inspector

Engineer in Training EIT Certification

FDOT CTQP Earthwork Inspection Level 1 & 2

PREVIOUS EMPLOYERS

Kelly Brothers, Inc., Project Manager, 2010-2013

John Carlo, Inc., Project Engineer, 2008-2010

Hubbard Construction, Project Engineer, 2001-2008

EDUCATION

B.S. Civil Engineering, University of Florida

WORK EXPERIENCE

Southland Construction, Inc., Project Manager
2013–Present

- **World Drive Phase III**, RCID, FL, \$74.3 Million
- **I-4 (T5728)**, Orange County, FL, \$34.5 Million
- **Baily Bridge at Canal**, RCID, \$2.4 Million
- **World Drive Phase II**, RCID, \$.4 Million
- **Epcot Resorts Boulevard Bridge**, RCID, \$6.2 Million
- **World Drive Exit**, RCID, \$2.1 Million
- **World Drive North Stormwater Facility**, RCID, \$9.7 Million
- **Speedway Parking Lot Rehabilitation**, RCID, \$2 Million
- **Buena Vista Drive Modifications**, RCID, \$.8 Million
- **Osceola Parkway and Victory Way Interchange**, RCID - \$59.8 Million
- **Osceola Parkway and World Drive Interchange** - \$12.3 Million
- **Epcot Center Drive Widening**, RCID, \$7 Million
- **SR 417 / Florida's Turnpike SR 91 Interchange** - \$30 Million
- **Reedy Creek I-4 Slip Ramp**, RCID - \$12.4 Million

Exhibit F – Contractor Proposal

CHRIS MCCULLY

ROADWAY SUPERINTENDENT

PROFILE

Chris has been in the construction industry since 2000 and has worked as a roadway superintendent since 2009. Chris has experience working as a pipe foreman, MOT foreman and managing storm water, erosion and sedimentation control. As the roadway superintendent, Chris will be responsible for all drainage, embankment, MOT, utility coordination and roadway construction activities.

Chris has been successful working in and around the Disney property for the last several years. Chris has developed a good working relationship with the various stakeholders for RCID. He has extensive history managing the difficult traffic control and volumes in and around the property on both main limited access roads like World Drive and I-4 as well as more urban environments like Epcot Resorts Boulevard.

CERTIFICATIONS

FDEP Stormwater, Erosion, and Sedimentation Control Certified Inspector

ATSSA – Florida Advanced MOT Training

Competent Person – Trench and Excavation

OSHA 10 Hour

EDUCATION

B.A. History, University of Central Florida

WORK EXPERIENCE

Southland Construction, Inc., Roadway Superintendent

2007–Present

- **I-4 (T5728)**, FDOT, Orange County, FL, \$34.5 Million
- **Baily Bridge at Canal**, RCID, \$2.4 Million
- **World Drive Phase II**, RCID, \$.4 Million
- **Epcot Resorts Boulevard Bridge**, RCID, \$6.2 Million
- **World Drive Exit**, RCID, \$2.1 Million
- **World Drive North Stormwater Facility**, RCID, \$9.7 Million
- **Speedway Parking Lot Rehabilitation**, RCID, \$2 Million
- **Buena Vista Drive Modifications**, RCID, \$.8 Million
- **Osceola Parkway and Victory Way Interchange**, RCID - \$59.8 Million
- **Osceola Parkway and World Drive Interchange**, RCID - \$12.3 Million
- **SR 528 Airport Mainline Toll Plaza Demolition and Ramp Plaza**, CFX, \$38.8 Million
- **SR 417 / SR 91 Partial Interchange**, CFX, \$30 Million
- **SR 429 / SR 414 Interchange Improvement**, CFX, \$50 Million

Exhibit F – Contractor Proposal



DESTRY SORRELL

GENERAL SUPERINTENDENT

PROFILE

Destry has been in the construction industry since 1981 and has worked for Southland since 2015. As the General Superintendent, he is responsible for supervising the activities of Project Superintendents and scheduling the use of crews and equipment for all active heavy highway projects.

CONTACT

PHONE:
407-889-9844

WEBSITE:
www.southlandconstruction.com

EMAIL:
destrys@scifl.com

RECENT WORK EXPERIENCE

Southland Construction, Inc., 2015–Present , General Superintendent.

Schedules the assignments of all +/- 200 field personnel, as well as the equipment they utilize. Responsible for hiring and discipline of field staff.

SES, Manager, 2014-2015

Oversaw all employees while delivering projects on time, within budget. Set, communicated and maintained timelines and priorities on every project. Communicated, maintained and developed client relationships. Managed supplier relationships.

Premier Utility Contractors, Owner 2001-2014

Assumed responsibility for assigned services and activities related to the management of specific utilities projects, including design, bid, construction and related functions and professional contracts. Orchestrated completion of projects within budgetary, regulatory and time constraints.

Allen Varnadoe Construction, General Superintendent, 1998-2001

Exhibit F – Contractor Proposal



Emergency Response Q&A Form

Bid No.: C006914

Solicitation Title: Emergency and Urgent Response Construction Services - Continuing Contract

Please provide responses below.

Q1. After being notified of an emergency, how long on average until your company will be on-site?

A1. Per RFP, within two-hours of a call for repair.

Q2. Will the emergency deployment include full staffing, or limited equipment and staff?

A2. All equipment needed and staff resources at full levels required to complete the scope of work.

Q3. What clients of yours, if any, have received similar emergency response services in the past?

A3. Craig Sandt 321-201-8391 CFTOD

Ted Holmes 321-377-2402 Seminole County

Q4. Would the District have priority deployment over other clients in an urgent or emergency situations? (i.e. natural disasters) YES NO

If not, please explain:

A4. Yes, Except when directed by local or state agencies to protect public health and safety.

Exhibit F – Contractor Proposal

Central Florida Tourism Oversight District									
Equipment Line Items for Emergency and Urgent Response Construction Services - Continuing Contract (RFP# C006914)									
Issued on 08/21/25									
Bid Due on September 9, 2025									
Unique Id	Subtype	Manufacturer	Model	Year	Size Class	Configurations	HOURLY TOTAL		
AC-09	Portable Rotary Screw Air Compressors	Miscellaneous	185 CFM DIESEL	2007	125 - 249 cu ft/min	Air Delivery Rating: 185.0, Horsepower: 80.0, Power Mode: Diesel	\$68.98		
AC-12	Portable Rotary Screw Air Compressors	Sullair	185DPOJD	2006	125 - 249 cu ft/min	Air Delivery Rating: 185.0, Horsepower: 60.0, Power Mode: Diesel	\$57.90		
B-04	Crawler Mounted Hydraulic Excavators	Deere	200LC	2001	19.5 - 21.4 mt	Horsepower: 140.0, Operating Weight: 20.3, Power Mode: Diesel	\$117.05		
B-08	Tractor-Loader-Backhoes	Caterpillar	420D	2001	13.5 - 14.4 ft	Drive: 2WD, Horsepower: 89.0, Operator Protection: EROPS, Power Mode: Diesel	\$72.92		
B-12	Crawler Mounted Hydraulic Excavators	Komatsu	PC300LC-7	2007	33.5 - 40.4 mt	Horsepower: 246.0, Operating Weight: 34.2, Power Mode: Diesel	\$168.78		
B-16	Tractor-Loader-Backhoes	Volvo	BL60	2006	13.5 - 14.4 ft	Drive: 2WD, Horsepower: 83.0, Operator Protection: EROPS, Power Mode: Diesel	\$61.65		
B-17	Crawler Mounted Compact Excavators	Takeuchi	TB153FR	2010	5.5 - 6.4 mt	Horsepower: 38.8, Operating Weight: 5.5974, Operator Protection: EROPS, Power Mode: Diesel	\$45.99		
B-24	Wheel Mounted Hydraulic Excavators	Liebherr	A900C	2011	15.5 - 17.4 mt	Bucket Capacity: 0.42, Horsepower: 127, Operating Weight: 38400, Power Mode: Diesel	\$102.17		
B-27	Crawler Mounted Hydraulic Excavators	Caterpillar	349F	2015	50.5 - 66.4 mt	Horsepower: 417.0, Operating Weight: 117500.0, Power Mode: Diesel	\$252.99		
B-28	Crawler Mounted Compact Excavators	Kubota	KX018-4	2017	1.5 - 2.4 mt	Horsepower: 15.5, Operating Weight: 3748, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$20.19		
B-29	Tractor-Loader-Backhoes	JCB	3CX 14	2016	13.5 - 14.4 ft	Drive: Hydrostatic, Horsepower: 71, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$93.25		
B-30	Crawler Mounted Compact Excavators	Kubota	KX057-4	2016	5.5 - 6.4 mt	Horsepower: 45.2, Operating Weight: 12200, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$45.41		
B-31	Crawler Mounted Compact Excavators	Kubota	KX033-4	2017	2.5 - 3.4 mt	Horsepower: 23.2, Operating Weight: 7420.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$30.68		
B-32	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2016	33.5 - 40.4 mt	Horsepower: 257.0, Operating Weight: 79807.0, Power Mode: Diesel	\$176.31		
B-33	Crawler Mounted Hydraulic Excavators	Average	AVERAGE 50.1 - 66.0 MTONS	2017	50.5 - 66.4 mt	Horsepower: 357.0, Operating Weight: 55.2, Power Mode: Diesel	\$341.93		
B-34	Crawler Mounted Compact Excavators	Kubota	U55-4	2019	4.5 - 5.4 mt	Horsepower: 45.2, Operating Weight: 11915, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$47.89		
B-36	Crawler Mounted Hydraulic Excavators	Hitachi	ZAXIS 245USLC-6	2016	24.5 - 28.4 mt	Horsepower: 159.0, Operating Weight: 56830.0, Power Mode: Diesel	\$134.45		
B-39	Crawler Mounted Hydraulic Excavators	Deere	245G LC	2018	24.5 - 28.4 mt	Horsepower: 159.0	\$133.22		
B-40	Crawler Mounted Hydraulic Excavators	Komatsu	PC238USLC-11	2019	24.5 - 28.4 mt	Horsepower: 165.0, Operating Weight: 54230.0, Power Mode: Diesel	\$125.79		
B-41	Crawler Mounted Hydraulic Excavators	Caterpillar	336	2019	33.5 - 40.4 mt	Bucket Capacity: 3.0, Horsepower: 311.0, Operating Weight: 81900.0, Power Mode: Diesel	\$191.46		
B-42	Crawler Mounted Hydraulic Excavators	Hitachi	ZAXIS 135US-6	2019	12.5 - 14.4 mt	Horsepower: 101.0, Operating Weight: 31500, Power Mode: Diesel	\$116.79		
B-43	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2019	33.5 - 40.4 mt	Horsepower: 257.0, Operating Weight: 79807.0, Power Mode: Diesel	\$176.66		
B-44	Crawler Mounted Hydraulic Excavators	Hitachi	ZAXIS 345USLC-6	2018	33.5 - 40.4 mt	Horsepower: 249.0	\$165.61		
B-45	Crawler Mounted Compact Excavators	Takeuchi	TB138FR	2016	3.5 - 4.4 mt	Horsepower: 27.8, Operating Weight: 3.8012, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$29.42		
B-46	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2020	33.5 - 40.4 mt	Horsepower: 257.0, Operating Weight: 79807.0, Power Mode: Diesel	\$176.66		
B-47	Crawler Mounted Hydraulic Excavators	Caterpillar	336F	2019	33.5 - 40.4 mt	Horsepower: 303.0, Operating Weight: 8400.0, Power Mode: Diesel	\$167.69		
B-48	Crawler Mounted Compact Excavators	Kubota	U35	2018	3.5 - 4.4 mt	Horsepower: 28.3, Operating Weight: 3.64, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$30.58		
B-49	Crawler Mounted Hydraulic Excavators	Deere	245G LC	2021	24.5 - 28.4 mt	Horsepower: 159.0	\$133.42		
B-50	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2021	33.5 - 40.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.14		
B-51	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2019	33.5 - 40.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.14		
B-52	Crawler Mounted Hydraulic Excavators	Komatsu	PC490LC-11	2021	40.5 - 50.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.09		
B-53	Crawler Mounted Hydraulic Excavators	Komatsu	PC138USLC-11	2021	14.5 - 16.4 mt	Horsepower: 359, Power Mode: Diesel	\$242.33		
B-54	Crawler Mounted Compact Excavators	Caterpillar	303.5E2 CR	2022	3.5 - 4.4 mt	Horsepower: 97.2	\$116.27		
B-55	Crawler Mounted Compact Excavators	Caterpillar	303.5E2 CR	2022	3.5 - 4.4 mt	Horsepower: 23.5, Operating Weight: 8209, Operator Protection: ROPS, Power Mode: Diesel	\$36.71		
						Horsepower: 23.5, Operating Weight: 8209, Operator Protection: ROPS, Power Mode: Diesel	\$36.71		

Exhibit F – Contractor Proposal

B-56	Crawler Mounted Compact Excavators	Caterpillar	303.5E2 CR	2022	3.5 - 4.4 mt	Horsepower: 23.5, Operating Weight: 8209, Operator Protection: ROPS, Power Mode: Diesel	\$36.71
B-57	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2023	33.5 - 40.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.16
B-58	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2023	33.5 - 40.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.16
B-59	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2023	33.5 - 40.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.16
B-60	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2024	33.5 - 40.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.19
B-60	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2024	33.5 - 40.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.19
B-60	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2024	33.5 - 40.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.19
B-61	Crawler Mounted Hydraulic Excavators	Komatsu	PC138US1C-11	2025	14.5 - 16.4 mt	Horsepower: 97.2	\$116.32
B-62	Crawler Mounted Compact Excavators	Takeuchi	TB235-2	2023	2.5 - 3.4 mt	Horsepower: 24.4, Operating Weight: 7253, Operator Protection: ROPS/TOPS/OPG, Power Mode: Diesel	\$29.87
B-63	Crawler Mounted Compact Excavators	Takeuchi	TB235-2	2023	2.5 - 3.4 mt	Horsepower: 24.4, Operating Weight: 7253, Operator Protection: ROPS/TOPS/OPG, Power Mode: Diesel	\$29.87
B-64	Crawler Mounted Compact Excavators	Caterpillar	303.5	2003	2.5 - 3.4 mt	Horsepower: 25.0, Operating Weight: 3.4, Operator Protection: ROPS, Power Mode: Diesel	\$32.47
B-65	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2024	33.5 - 40.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.19
B-66	Crawler Mounted Hydraulic Excavators	Komatsu	PC360LC-11	2024	33.5 - 40.4 mt	Horsepower: 257, Operating Weight: 78645, Power Mode: Diesel	\$190.19
B-67	Crawler Mounted Hydraulic Excavators	Komatsu	PC490LC-11	2024	40.5 - 50.4 mt	Horsepower: 359, Power Mode: Diesel	\$242.40
B-R-05	Crawler Mounted Hydraulic Excavators	Komatsu	PC300LC-5	1994	28.5 - 33.4 mt	Horsepower: 207.0, Operating Weight: 31.2, Power Mode: Diesel	\$170.59
BR-07	Tractor-Loader-Backhoes	Caterpillar	426B	1995	14.5 - 15.4 ft	Drive: 2WD, Horsepower: 79.0, Operator Protection: EROPS, Power Mode: Diesel	\$92.34
BR-14	Crawler Mounted Hydraulic Excavators	Komatsu	PC200LC-6	1998	19.5 - 21.4 mt	Horsepower: 133.0, Operating Weight: 21.3, Power Mode: Diesel	\$118.26
BT-02	Bare Industrial Tractors	Ford	250C		50 - 59 hp	Horsepower: 54.0, Power Mode: Diesel	\$30.90
BT-03	Self Propelled Pavement Brooms	Rosco	RB-48	2000		Horsepower: 85.0, Power Mode: Diesel	\$189.51
BT-04	Self Propelled Pavement Brooms	Rosco	RB-48	1999		Horsepower: 85.0, Power Mode: Diesel	\$189.55
BT-05	Self Propelled Pavement Brooms	Lay-Mor	6HC/8HC	2016		Horsepower: 37.0, Power Mode: Diesel	\$108.46
BT-06	Self Propelled Pavement Brooms	Lay-Mor	8HC	2006		Broom Length: 96, Horsepower: 37, Power Mode: Diesel, Transmission: Hydrostatic	\$101.08
BT-07	Self Propelled Pavement Brooms	Broce	BB250-B	2021		Broom Length: 96, Horsepower: 24, Power Mode: Diesel, Transmission: Hydrostatic	\$118.39
BT-08	Self Propelled Pavement Brooms	Broce	BB250-B	2019		Broom Length: 96, Horsepower: 24, Power Mode: Diesel, Transmission: Hydrostatic	\$118.39
BT-10	Self Propelled Pavement Brooms	Lay-Mor	8HC	2018		Broom Length: 96, Horsepower: 37, Power Mode: Diesel, Transmission: Hydrostatic	\$104.95
BT-11	Self Propelled Pavement Brooms	Lay-Mor	6-HB	2018		Broom Length: 72.0, Horsepower: 31.5, Power Mode: Diesel, Transmission: Hydrostatic	\$146.52
BT-12	Self Propelled Pavement Brooms	Superior Broom	SM74J	2019		Broom Length: 96, Horsepower: 74, Power Mode: Diesel, Transmission: Hydrostatic	\$178.43
BT-13	Self Propelled Pavement Brooms	Superior Broom	SM74J	2022		Broom Length: 96, Horsepower: 74, Power Mode: Diesel, Transmission: Hydrostatic	\$178.48
BT-14	Self Propelled Pavement Brooms	Superior Broom	SM74J	2022		Broom Length: 96, Horsepower: 74, Power Mode: Diesel, Transmission: Hydrostatic	\$178.48
BT-15	Self Propelled Pavement Brooms	Superior Broom	SM74J	2022		Broom Length: 96, Horsepower: 74, Power Mode: Diesel, Transmission: Hydrostatic	\$178.48
BT-16	Self Propelled Pavement Brooms	Superior Broom	SM74J	2023		Broom Length: 96, Horsepower: 74, Power Mode: Diesel, Transmission: Hydrostatic	\$178.48
BT-17	Self Propelled Pavement Brooms	Superior Broom	SM74J	2024		Broom Length: 96, Horsepower: 74, Power Mode: Diesel, Transmission: Hydrostatic	\$178.50
BWC-05		Kenco	KL-9000	1999		HD Barrier Wall Lift	\$3.69
BWC-06		Kenco	KL-9000	1999		HD Barrier Wall Lift	\$3.69
C-1	Crawler Mounted Lattice Boom Cranes	Liebherr	LR1300	2017	200.5 mt & Over	Boom Base Length: 33.8, Maximum Lift Capacity: 271.62, Horsepower: 603.0, Power Mode: Diesel	\$1,291.41
Crusher	Jaw Crushers	Miscellaneous	1636	2023	25 - 41 in	Power Mode: Electric, Required Horsepower: 30.0 - 50.0	\$89.06
Crusher Cone	Cone Crushers	Miscellaneous	54	2023	48 - 59 in	Cone Type: Standard, Head Size: 54.0, Power Mode: Electric, Required Horsepower: 200.0	\$208.83
D-05	Lgp Crawler Dozers	Komatsu	D31PX-21	2008	75 - 84 hp	Dozer Type: PAT, Horsepower: 75.0, Operator Protection: ROPS, Power Mode: Diesel	\$83.11

Exhibit F – Contractor Proposal

D-06	Lgp Crawler Dozers	Komatsu	D61PX-15	2008	130 - 159 hp	Dozer Type: PAT, Horsepower: 168.0, Operator Protection: ROPS, Power Mode: Diesel	\$143.52
D-08	Lgp Crawler Dozers	Komatsu	D51PX-22	2009	130 - 159 hp	Dozer Type: PAT, Horsepower: 131.0, Operator Protection: EROPS, Power Mode: Diesel	\$125.09
D-09	Lgp Crawler Dozers	Deere	650K LGP	2016	85 - 104 hp	Dozer Type: PAT, Horsepower: 101.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$116.82
D-10	Lgp Crawler Dozers	Caterpillar	D5K2 LGP	2015	85 - 104 hp	Dozer Type: VPAT, Horsepower: 104.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$111.05
D-15	Lgp Crawler Dozers	Komatsu	D51PX-22	2014	130 - 159 hp	Horsepower: 130.0	\$130.96
D-16	Lgp Crawler Dozers	Caterpillar	D3K2 LGP	2016	75 - 84 hp	Dozer Type: VPAT, Horsepower: 80.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$88.13
D-17	Standard Crawler Dozers	Caterpillar	D5K2 TIER 4 FINAL STAGE IV	2019	85 - 104 hp	Horsepower: 104.0	\$92.65
D-18	Lgp Crawler Dozers	Komatsu	D51PX-24	2019	130 - 159 hp	Dozer Type: Power angle tilt, Horsepower: 131.0, Operator Protection: EROPS, Power Mode: Diesel	\$150.06
D-19	Lgp Crawler Dozers	Komatsu	D39PX-24	2019	105 - 129 hp	Dozer Type: Power angle tilt, Horsepower: 89.0, Operator Protection: EROPS, Power Mode: Diesel	\$107.80
D-20	Standard Crawler Dozers	Komatsu	D65PX-18	2020	190 - 259 hp	Dozer Type: SIGMADOZER, Horsepower: 217.0, Operator Protection: EROPS, Power Mode: Diesel	\$181.36
D-21	Standard Crawler Dozers	Komatsu	D65PX-18	2020	190 - 259 hp	Dozer Type: SIGMADOZER, Horsepower: 217.0, Operator Protection: EROPS, Power Mode: Diesel	\$181.36
D-22	Lgp Crawler Dozers	Komatsu	D61PX-24	2020	160 - 189 hp	Dozer Type: Power angle tilt, Horsepower: 168.0, Operator Protection: EROPS, Power Mode: Diesel	\$173.91
D-23	Lgp Crawler Dozers	Komatsu	D51PX-24	2021	130 - 159 hp	Dozer Type: Power angle tilt, Horsepower: 131.0, Operator Protection: EROPS, Power Mode: Diesel	\$151.35
D-24	Lgp Crawler Dozers	Caterpillar	D6K2 LGP	2020	105 - 129 hp	Dozer Type: VPAT, Horsepower: 128.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$129.87
D-25	Lgp Crawler Dozers	Caterpillar	D6K2 LGP	2020	105 - 129 hp	Dozer Type: VPAT, Horsepower: 128.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$129.87
D-26	Standard Crawler Dozers	Komatsu	D39PX-24	2021	105 - 129 hp	Horsepower: 105.0	\$109.43
D-27	Lgp Crawler Dozers	Komatsu	D51PX-24	2021	130 - 159 hp	Dozer Type: Power angle tilt, Horsepower: 131.0, Operator Protection: EROPS, Power Mode: Diesel	\$151.35
D-28	Lgp Crawler Dozers	Komatsu	D51PX-24	2021	130 - 159 hp	Dozer Type: Power angle tilt, Horsepower: 131.0, Operator Protection: EROPS, Power Mode: Diesel	\$151.35
D-29	Standard Crawler Dozers	Komatsu	D39PX-24	2024	105 - 129 hp	Horsepower: 105.0	\$109.49
D-30	Lgp Crawler Dozers	Komatsu	D51PX-24	2024	130 - 159 hp	Dozer Type: Power angle tilt, Horsepower: 131.0, Operator Protection: EROPS, Power Mode: Diesel	\$151.41
D-31	Standard Crawler Dozers	Caterpillar	D4	2025	130 - 159 hp	Dozer Type: VPAT, Horsepower: 130, Operator Protection: Enclosed cab, Power Mode: Diesel	\$155.81
DDP-01	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2008	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.71
DDP-06	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2018	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.78
DDP-07	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2018	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.78
DDP-08	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2019	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.79
DDP-09	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2019	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.79
DDP-10	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2019	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.79
DDP-11	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2019	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.79
DDP-12	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2019	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.79
DDP-13	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2020	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.80
DDP-14	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2020	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.80

Exhibit F – Contractor Proposal

DDP-15	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2020	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.80
DDP-16	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2020	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.80
DDP-17	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2020	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.80
DDP-18	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2020	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.80
DDP-19	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2020	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.80
DDP-20	Diaphragm Pumps	Miscellaneous	4 DOUBLE DIESEL	2022	4 in & Over	Horsepower: 6.0, Power Mode: Diesel, Pump Capacity: 14000.0, Size: 4.0	\$8.81
DR-06	Lgp Crawler Dozers	Deere	650H LGP	1999	85 - 104 hp	Dozer Type: PAT, Horsepower: 90.0, Operator Protection: ROPS, Power Mode: Diesel	\$88.48
F-02	Telehandlers	Gradall	534B-9	1993	4.0 - 4.4 mt	Base Capacity: 9000.0, Horsepower: 102.0, Maximum Lift Height: 432.0, Maximum Reach: 276.0, Power Mode: Diesel	\$148.04
F-03	Telehandlers	Terex	TH636C	2004	2.71 - 3.0 mt	Base Capacity: 6000.0, Horsepower: 99.0, Maximum Lift Height: 36.0, Maximum Reach: 21.0, Power Mode: Diesel	\$149.84
F-04	Telehandlers	Caterpillar	TL642D	2022	2.71 - 3.0 mt	Base Capacity: 6500.0, Horsepower: 100, Maximum Lift Height: 42.0, Maximum Reach: 30.0, Power Mode: Diesel	\$244.93
G-08	Articulated Frame Graders	Deere	670CH	2000	130 - 144 hp	Moldboard Size: 12.0, Horsepower: 140.0, Operator Protection: EROPS, Power Mode: Diesel	\$88.89
G-09	Articulated Frame Graders	Caterpillar	12H	2000	145 - 169 hp	Moldboard Size: 12.0, Horsepower: 145.0, Operator Protection: EROPS, Power Mode: Diesel	\$102.58
G-12	Articulated Frame Graders	Caterpillar	12M	2011	170 - 199 hp	Moldboard Size: 12.0, Horsepower: 158.0, Operator Protection: EROPS, Power Mode: Diesel	\$110.31
G-13	Articulated Frame Graders	Caterpillar	140M	2012	170 - 199 hp	Moldboard Size: 12.0, Horsepower: 183.0, Operator Protection: EROPS, Power Mode: Diesel	\$114.89
G-14	Articulated Frame Graders	Caterpillar	12M3	2014	170 - 199 hp	Horsepower: 179	\$140.88
G-15	Articulated Frame Graders	Caterpillar	12M2	2016	170 - 199 hp	Moldboard Size: 12.0, Horsepower: 173.0, Operator Protection: EROPS, Power Mode: Diesel	\$108.85
G-16	Articulated Frame Graders	Deere	672G	2019	170 - 199 hp	Moldboard Size: 12.0, Horsepower: 170.0, Operator Protection: EROPS, Power Mode: Diesel	\$135.21
G-17	Articulated Frame Graders	Deere	672G	2021	170 - 199 hp	Moldboard Size: 12.0, Horsepower: 170.0, Operator Protection: EROPS, Power Mode: Diesel	\$135.24
G-18	Articulated Frame Graders	Komatsu	GD655-7	2021	200 - 249 hp	Horsepower: 218.0	\$133.09
G-19	Articulated Frame Graders	Deere	672G	2021	170 - 199 hp	Moldboard Size: 12.0, Horsepower: 170.0, Operator Protection: EROPS, Power Mode: Diesel	\$135.24
G-20	Articulated Frame Graders	Caterpillar	140 AWD	2024	250 hp & Over	Moldboard Size: 168 x 24 x 1, Horsepower: 270.0, Operator Protection: ROPS, Power Mode: Diesel	\$180.12
G-21	Articulated Frame Graders	Caterpillar	140 AWD	2025	250 hp & Over	Moldboard Size: 168 x 24 x 1, Horsepower: 270.0, Operator Protection: ROPS, Power Mode: Diesel	\$180.14
GR-02	Articulated Frame Graders	Deere	570B	1995	75 - 114 hp	Moldboard Size: 12.0, Horsepower: 90.0, Operator Protection: ROPS, Power Mode: Diesel	\$97.72
GR-05	Articulated Frame Graders	Deere	670CH	1998	130 - 144 hp	Moldboard Size: 12.0, Horsepower: 140.0, Operator Protection: EROPS, Power Mode: Diesel	\$88.80
Gen-01	Small Generator Sets	Miscellaneous	5000	2020	To 5,000 W	Horsepower: 10	\$5.76
HR-02	I.C. Self Propelled Telescopic Boom Aerial Lifts	Genie	S-65	2016	61 - 70 ft	Drive: 4WD w/Oscill Axle, Horsepower: 51.0, Maximum Platform Capacity: 500.0, Maximum Platform Height: 784.0, Power Mode: Diesel	\$128.82
HR-03	I.C. Self Propelled Telescopic Boom Aerial Lifts	Genie	S-65	2016	61 - 70 ft	Drive: 4WD w/Oscill Axle, Horsepower: 51.0, Maximum Platform Capacity: 500.0, Maximum Platform Height: 784.0, Power Mode: Diesel	\$128.82
HR-04	I.C. Self Propelled Telescopic Boom Aerial Lifts	Genie	S-65	2016	61 - 70 ft	Drive: 4WD w/Oscill Axle, Horsepower: 51.0, Maximum Platform Capacity: 500.0, Maximum Platform Height: 784.0, Power Mode: Diesel	\$128.82
HR-05	I.C. Self Propelled Telescopic Boom Aerial Lifts	Genie	S-65	2016	61 - 70 ft	Drive: 4WD w/Oscill Axle, Horsepower: 51.0, Maximum Platform Capacity: 500.0, Maximum Platform Height: 784.0, Power Mode: Diesel	\$128.82
HR-06	I.C. Self Propelled Telescopic Boom Aerial Lifts	Genie	S-65	2016	61 - 70 ft	Drive: 2WD, Horsepower: 82.0, Maximum Platform Capacity: 500.0, Maximum Platform Height: 784.0, Power Mode: Gasoline/LPG	\$119.80

Exhibit F – Contractor Proposal

JJ-01	Hand Held Rammers	Multiquip	MTX90	2020	All	Horsepower: 3.5, Power Mode: Gasoline, Shoe Size: 13.4" X 11.2"	\$34,79
	On-Highway Light Duty Trucks	Miscellaneous	4X4 1-383 CREW GAS	2019	300 hp & Over	Axle Configuration: 4X4, Cab Type: Crew, Horsepower: 383, Power Mode: Gasoline, Ton Rating: 1	\$43.68
	On-Highway Light Duty Trucks	Miscellaneous	4X4 1/2 191 CONV GAS	2010	100 - 199 hp	Axle Configuration: 4X4, Cab Type: Conventional, Horsepower: 191.0, Power Mode: Gasoline, Ton Rating: 1/2	\$22.87
	I.C. Self Propelled Telescopic Boom Aerial Lifts	Genie	S65TRAX	2017	61 - 70 ft	Horsepower: 74, Power Mode: Diesel	\$172.21
	Crawler Mounted Lattice Boom Cranes	Manitowoc	2250SERIES 1	2003	200.5 mt & Over	Boom Base Length: 70.0, Maximum Lift Capacity: 249.5, Horsepower: 450.0, Power Mode: Diesel	\$1,133.60
	On-Highway Light Duty Trucks	Isuzu	NPR	2019	300 hp & Over	Axle Configuration: 4.0 X 2.0, Cab Type: Crew, Horsepower: 325.0, Power Mode: Gasoline, Ton Rating: 1.0	\$43.29
L-14	4-Wd Articulated Wheel Loaders	Caterpillar	938G	2001	150 - 174 hp	Horsepower: 160.0, Operator Protection: ROPS, Power Mode: Diesel	\$71.63
L-22	4-Wd Articulated Wheel Loaders	Volvo	L70E	2007	135 - 149 hp	Horsepower: 135.0, Operator Protection: EROPS, Power Mode: Diesel	\$64.18
L-24	4-Wd Articulated Wheel Loaders	Komatsu	WA250-5	2007	135 - 149 hp	Horsepower: 134.0, Operator Protection: EROPS, Power Mode: Diesel	\$64.23
L-25	4-Wd Articulated Wheel Loaders	Komatsu	WA250-5	2008	135 - 149 hp	Horsepower: 134.0, Operator Protection: EROPS, Power Mode: Diesel	\$64.25
L-26	4-Wd Articulated Wheel Loaders	Komatsu	WA200-5	2005	120 - 134 hp	Operator Protection: EROPS, Power Mode: Diesel	\$54.69
L-27	4-Wd Articulated Wheel Loaders	Deere	544K	2011	150 - 174 hp	Operator Protection: EROPS, Power Mode: Diesel	\$71.08
L-28	4-Wd Articulated Wheel Loaders	Komatsu	WA320-6	2013	150 - 174 hp	Horsepower: 167.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$68.99
L-31	4-Wd Articulated Wheel Loaders	Caterpillar	924H	2012	120 - 134 hp	Horsepower: 128.0, Operator Protection: EROPS, Power Mode: Diesel	\$68.91
L-34	4-Wd Articulated Wheel Loaders	Komatsu	WA270-7	2014	135 - 149 hp	Horsepower: 149.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$72.84
L-35	4-Wd Articulated Wheel Loaders	Komatsu	WA320-7	2014	150 - 174 hp	Horsepower: 165.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$79.64
L-36	4-Wd Articulated Wheel Loaders	Liebherr	L538	2014	150 - 174 hp	Bucket Capacity: 3.4, Horsepower: 150, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$56.65
L-37	4-Wd Articulated Wheel Loaders	Liebherr	L542	2013	150 - 174 hp	Bucket Capacity: 9.2, Horsepower: 161.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$80.02
L-38	4-Wd Articulated Wheel Loaders	Liebherr	L550	2016	150 - 174 hp	Bucket Capacity: 11.8, Horsepower: 173.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$69.85
L-39	Compact Track Loaders	Kubota	SVL95-2S	2016	2851 - 3200 lbs	Horsepower: 87, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$113.06
L-40	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8	2017	135 - 149 hp	Horsepower: 149.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$77.18
L-41	4-Wd Articulated Wheel Loaders	Komatsu	WA320-8	2018	150 - 174 hp	Bucket Capacity: 3, Horsepower: 165.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$82.36
L-42	4-Wd Articulated Wheel Loaders	Deere	624K	2016	175 - 199 hp	Horsepower: 186.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$90.13
L-43	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8	2018	135 - 149 hp	Horsepower: 149.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$77.42
L-44	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8	2018	135 - 149 hp	Horsepower: 149.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$77.42
L-46	Compact Track Loaders	Kubota	SVL75-2	2018	2201 - 2500 lbs	Horsepower: 68.8, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$97.46
L-47	Compact Track Loaders	Kubota	SVL75-2	2018	2201 - 2500 lbs	Horsepower: 68.8, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$97.46
L-49	4-Wd Articulated Wheel Loaders	Komatsu	WA270-7	2018	135 - 149 hp	Horsepower: 149.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$72.90
L-50	Compact Track Loaders	Kubota	SVL75-2	2019	2201 - 2500 lbs	Horsepower: 68.8, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$97.51
L-52	4-Wd Articulated Wheel Loaders	Komatsu	WA320-8	2024	150 - 174 hp	Bucket Capacity: 3, Horsepower: 165.0, Operator Protection: ROPS/FOPS, Power Mode: Diesel	\$82.50

Exhibit F – Contractor Proposal

L-53	4-Wd Articulated Wheel Loaders	Caterpillar	930M		2021	150 - 174 hp	Horsepower: 154,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$83.58
L-54	4-Wd Articulated Wheel Loaders	Caterpillar	930M		2021	150 - 174 hp	Horsepower: 154,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$83.58
L-55	Compact Track Loaders	Kubota	SVL95-2S		2021	2851 - 3200 lbs	Horsepower: 87,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$113.41
L-56	4-Wd Articulated Wheel Loaders	Komatsu	WA320-8		2021	150 - 174 hp	Bucket Capacity: 3,Horsepower: 165.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$82.46
L-57	4-Wd Articulated Wheel Loaders	Komatsu	WA320-8		2021	150 - 174 hp	Bucket Capacity: 3,Horsepower: 165.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$82.46
L-58	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8		2021	135 - 149 hp	Horsepower: 149.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$77.51
L-59	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8		2021	135 - 149 hp	Horsepower: 149.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$77.51
L-60	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8		2021	135 - 149 hp	Horsepower: 149.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$77.51
L-61	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8		2021	135 - 149 hp	Horsepower: 149.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$77.51
L-62	Compact Track Loaders	Caterpillar	279D3		2022	2201 - 2500 lbs	Horsepower: 72.9,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$107.80
L-63	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8		2022	135 - 149 hp	Horsepower: 149.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$77.52
L-64	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8		2022	135 - 149 hp	Horsepower: 149.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$77.52
L-65	4-Wd Articulated Wheel Loaders	Deere	644L HYBRID		2022	225 - 249 hp	Bucket Capacity: 4.3,Horsepower: 231,Operator Protection: ROPS,Power Mode: Diesel	\$108.03
L-66	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8		2022	135 - 149 hp	Horsepower: 149.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$77.52
L-67	Compact Track Loaders	Caterpillar	299D3		2023	2851 - 3200 lbs	Horsepower: 95,Operating Capacity (35% Of Tip Load): 3200,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$123.96
L-68	Compact Track Loaders	Caterpillar	299D3		2023	2851 - 3200 lbs	Horsepower: 95,Operating Capacity (35% Of Tip Load): 3200,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$123.96
L-69	4-Wd Articulated Wheel Loaders	Deere	544 G-TIER		2023	150 - 174 hp	Bucket Capacity: 2.8,Horsepower: 168,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$94.47
L-70	4-Wd Articulated Wheel Loaders	Deere	544 G-TIER		2024	150 - 174 hp	Bucket Capacity: 2.8,Horsepower: 168,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$94.50
L-71	4-Wd Articulated Wheel Loaders	Deere	544 G-TIER		2024	150 - 174 hp	Bucket Capacity: 2.8,Horsepower: 168,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$94.50
L-72	4-Wd Articulated Wheel Loaders	Komatsu	WA270-8		2024	135 - 149 hp	Horsepower: 149.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$77.55
L-73	4-Wd Articulated Wheel Loaders	Komatsu	WA320-8		2024	150 - 174 hp	Bucket Capacity: 3,Horsepower: 165.0,Operator Protection: ROPS/FOPS,Power Mode: Diesel	\$82.50
LP-01	Portable Light Towers	Terex	AL4000		2007	To 7 kW	Power Mode: Diesel,Horsepower: 10.5	\$13.57
LP-02	Portable Light Towers	Terex	AL4000		2007	To 7 kW	Power Mode: Diesel,Horsepower: 10.5	\$13.57
LP-03	Portable Light Towers	Terex	AL4000		2007	To 7 kW	Power Mode: Diesel,Horsepower: 10.5	\$13.57
LP-04	Portable Light Towers	Terex	AL4000		2007	To 7 kW	Power Mode: Diesel,Horsepower: 10.5	\$13.57
LP-05	Portable Light Towers	Miscellaneous	HEAVY DUTY--6-15-1/2		2016	To 7 kW	Number Of Lights: 4.0,Power Mode: Diesel,Tower Height: 30.0,Horsepower: 25.5	\$18.51
LP-06	Portable Light Towers	Miscellaneous	HEAVY DUTY--6-15-1/2		2016	To 7 kW	Number Of Lights: 4.0,Power Mode: Diesel,Tower Height: 30.0,Horsepower: 25.5	\$18.51
LP-13	Portable Light Towers	Wacker Neuson	LTN6L		2022	To 7 kW	Horsepower: 10.7	\$12.16
LP-14	Portable Light Towers	Wacker Neuson	LTN6L		2022	To 7 kW	Horsepower: 10.7	\$12.16
LP-15	Portable Light Towers	Wacker Neuson	LTN6L		2022	To 7 kW	Horsepower: 10.7	\$12.16
MR-03	Reclaimers/Stabilizers	Wirtgen	WR2000XL (8 FT DRUM)		2017	501 hp & Over	Cutting Width: 120.0,Mixing Depth: 20.0',Horsepower: 671.0,Power Mode: Diesel,Rotor Diameter: 58.0	\$493.17
P-Rental 1	Diaphragm Pumps	Miscellaneous	2 DIESEL		2011	To 2 in	Horsepower: 6.0,Power Mode: Diesel,Pump Capacity: 3000.0,Size: 2.0	\$6.44

Exhibit F – Contractor Proposal

PR-04	Heavy Duty Centrifugal Pumps	Miscellaneous	40M DIESEL WATER-COOLED	2008	4 - 6 in	Power Mode: Diesel,Horsepower: 45.0,Pump Capacity: 40000.0,Size: 4.0 Power Mode: Diesel,Horsepower: 70.0,Pump Capacity: 80000.0,Pump Size: 6.0	\$44.79
PR-11	Self Priming Trash Pumps	Miscellaneous	6 DIESEL	2000	5 in & Over		\$63.62
PR-14	Heavy Duty Centrifugal Pumps	Miscellaneous	350M DIESEL ELECTRIC START	2006	7 in & Over	Power Mode: Diesel,Horsepower: 90.0,Pump Capacity: 350000.0,Size: 12.0	\$84.79
PR-19	Heavy Duty Centrifugal Pumps	Miscellaneous	125M DIESEL ELECTRIC START	2006	7 in & Over	Power Mode: Diesel,Horsepower: 70.0,Pump Capacity: 125000.0,Size: 8.0	\$68.81
PR-24	Self Priming Trash Pumps	Miscellaneous	6 DIESEL	2019	5 in & Over	Power Mode: Diesel,Horsepower: 70.0,Pump Capacity: 80000.0,Pump Size: 6.0	\$68.16
PR-25	Self Priming Trash Pumps	Miscellaneous	6 DIESEL	2019	5 in & Over	Power Mode: Diesel,Horsepower: 70.0,Pump Capacity: 80000.0,Pump Size: 6.0	\$68.16
PR-26	Heavy Duty Centrifugal Pumps	Miscellaneous	200M DIESEL ELECTRIC START	2019	7 in & Over	Power Mode: Diesel,Horsepower: 70.0,Pump Capacity: 200000.0,Size: 10.0	\$78.07
PR-27	Heavy Duty Centrifugal Pumps	Miscellaneous	200M DIESEL ELECTRIC START	2019	7 in & Over	Power Mode: Diesel,Horsepower: 70.0,Pump Capacity: 200000.0,Size: 10.0	\$78.07
PR-28	Heavy Duty Centrifugal Pumps	Miscellaneous	125M DIESEL ELECTRIC START	2019	7 in & Over	Power Mode: Diesel,Horsepower: 70.0,Pump Capacity: 125000.0,Size: 8.0	\$69.88
PR-29	Heavy Duty Centrifugal Pumps	Miscellaneous	200M DIESEL ELECTRIC START	2019	7 in & Over	Power Mode: Diesel,Horsepower: 70.0,Pump Capacity: 200000.0,Size: 10.0 Horsepower: 9.5,Plate Width: 24.6,Pounds Per Blow: 6000,Power Mode: Diesel	\$78.07
PTL-01	Hand Held Vibratory Plate Compactors	Miscellaneous	DIESEL 251 - 500 KG	2020	553 - 1103 lbs	Horsepower: 4.5,Plate Width: 15,Pounds Per Blow: 3000,Power Mode: Gasoline	\$33.07
PTS-01	Hand Held Vibratory Plate Compactors	Miscellaneous	GASOLINE 0 - 95 KG	2020	To 210 lbs	Horsepower: 5.5,Maximum Cutting Depth: 5.0,Power Mode: Gasoline,Type: Stone & Masonry	\$11.21
OS-01	Concrete Saws	Miscellaneous	5-14SM	2020	To 10 hp	Horsepower: 65.0,Power Mode: Diesel,Transmission: Hydrostatic	\$27.81
R-08	3-Wheel Compactors	Sakai	R2H	1999	8.5 mt & Over	Drum Type: Smooth,Drum Width: 82.7',Horsepower: 114.0,Power Mode: Diesel	\$118.09
R-10	Single Drum Vibratory Compactors	BOMAG	BW212D-2-2A	1999	7.5 - 11.4 mt	Horsepower: 85.0,Number Of Speeds: 1/1,Number Of Wheels: 9.0,Power Mode: Diesel	\$79.70
R-11	Self Propelled Pneumatic Compactors	Rosco	TRU-PAC 915	1999	To 2.4 mt	Horsepower: 85.0,Number Of Speeds: 1/1,Number Of Wheels: 9.0,Power Mode: Diesel	\$181.64
R-12	Self Propelled Pneumatic Compactors	Rosco	TRU-PAC 915	2001	To 2.4 mt	Horsepower: 85.0,Number Of Speeds: 1/1,Number Of Wheels: 9.0,Power Mode: Diesel	\$182.42
R-13	Single Drum Vibratory Compactors	Sakai	SV510D-II	2002	7.5 - 11.4 mt	Drum Type: Smooth,Drum Width: 84.0,Horsepower: 138.0,Power Mode: Diesel	\$79.68
R-14	3-Wheel Compactors	Dynapac	CS141	2005	8.5 mt & Over	Horsepower: 99.0,Power Mode: Diesel,Transmission: Hydrostatic	\$149.34
R-15	Single Drum Vibratory Compactors	Hamm	3412	2009	11.5 - 14.4 mt	Drum Type: Smooth,Drum Width: 54.0,Horsepower: 64.0,Power Mode: Diesel	\$67.91
R-16	Single Drum Vibratory Compactors	Hamm	3205	2013	4.5 - 7.4 mt	Drum Type: Smooth,Drum Width: 66.0,Horsepower: 74.0,Power Mode: Diesel	\$43.81
R-17	Single Drum Vibratory Compactors	Hamm	3307 VIO	2013	4.5 - 7.4 mt	Drum Type: Smooth,Drum Width: 66.4',Horsepower: 80.0,Power Mode: Diesel	\$59.28
R-18	Single Drum Vibratory Compactors	BOMAG	BW177D-40	2009	4.5 - 7.4 mt	Drum Type: Smooth,Drum Width: 84.25,Horsepower: 141.0,Power Mode: Diesel	\$66.68
R-19	Single Drum Vibratory Compactors	Hamm	H10I	2020	11.5 - 14.4 mt	Horsepower: 113.9	\$51.06
R-20	Single Drum Vibratory Compactors	Hamm	H11I	2016	11.5 - 14.4 mt	Drum Type: Smooth,Drum Width: 47.2',Horsepower: 45.0,Power Mode: Diesel	\$74.10
R-21	Single Drum Vibratory Compactors	BOMAG	BW124DH-40	2020	2.5 - 4.4 mt	Drum Type: Smooth,Drum Width: 84.25,Horsepower: 141.0,Power Mode: Diesel	\$37.38
R-22	Single Drum Vibratory Compactors	Hamm	H11I	2016	11.5 - 14.4 mt	Drum Type: Smooth,Drum Width: 47.2',Horsepower: 45.0,Power Mode: Diesel	\$74.10
R-23	Single Drum Vibratory Compactors	BOMAG	BW124DH-40	2019	2.5 - 4.4 mt	Drum Type: Smooth,Drum Width: 84.25,Horsepower: 141.0,Power Mode: Diesel	\$37.40
R-24	Single Drum Vibratory Compactors	Hamm	H11I	2016	11.5 - 14.4 mt	Drum Type: Smooth,Drum Width: 47.2',Horsepower: 45.0,Power Mode: Diesel	\$74.10
R-25	Single Drum Vibratory Compactors	BOMAG	BW211D-5	2019	7.5 - 11.4 mt	Horsepower: 127.4	\$79.08
R-26	Single Drum Vibratory Compactors	Hamm	H13I VIO	2018	11.5 - 14.4 mt	Drum Type: Smooth,Drum Width: 84.0,Horsepower: 141.0,Power Mode: Diesel	\$93.37

Exhibit F – Contractor Proposal

R-27	Single Drum Vibratory Compactors	Hamm	H101	2019	11.5 - 14.4 mt	Horsepower: 113.9 Drum Type: Smooth, Drum Width: 56.1",Horsepower: 75.0,Power Mode: Diesel	\$51.10
R-28	Single Drum Vibratory Compactors	BOMAG	BW145D-40	2021	4.5 - 7.4 mt	Drum Type: Smooth, Drum Width: 56.1",Horsepower: 75.0,Power Mode: Diesel	\$48.24
R-29	Single Drum Vibratory Compactors	BOMAG	BW145D-40	2020	4.5 - 7.4 mt	Drum Type: Smooth, Drum Width: 56.1",Horsepower: 75.0,Power Mode: Diesel	\$48.24
R-30	Single Drum Vibratory Compactors	BOMAG	BW211D-5	2020	7.5 - 11.4 mt	Horsepower: 127.4	\$79.01
R-31	Single Drum Vibratory Compactors	BOMAG	BW211D-5	2021	7.5 - 11.4 mt	Horsepower: 127.4	\$79.01
R-32	Single Drum Vibratory Compactors	BOMAG	BW211D-5	2021	7.5 - 11.4 mt	Horsepower: 127.4	\$79.01
R-33	Single Drum Vibratory Compactors	BOMAG	BW211D-5	2021	7.5 - 11.4 mt	Horsepower: 127.4	\$79.01
R-34	Single Drum Vibratory Compactors	BOMAG	BW211D-5	2023	7.5 - 11.4 mt	Horsepower: 127.4	\$79.05
R-35	Single Drum Vibratory Compactors	BOMAG	BW211D-5	2023	7.5 - 11.4 mt	Horsepower: 127.4	\$79.05
R-36	Single Drum Vibratory Compactors	Dynapac	CA2500D	2024	7.5 - 11.4 mt	Drum Type: Smooth, Drum Width: 84.0,Horsepower: 130.0,Power Mode: Diesel	\$72.55
R-37	Single Drum Vibratory Compactors	Dynapac	CA2500D	2024	7.5 - 11.4 mt	Drum Type: Smooth, Drum Width: 84.0,Horsepower: 130.0,Power Mode: Diesel	\$72.55
RAT-02	Articulated Rear Dumps	Volvo	A25E	2003	19.5 - 25.4 mt	Axle Configuration: 6 X 6, Horsepower: 299.0, Power Mode: Diesel, Rated Payload: 24.0	\$252.82
RAT-03	Articulated Rear Dumps	Deere	250D	2011	19.5 - 25.4 mt	Axle Configuration: 6 X 6, Horsepower: 265.0, Power Mode: Diesel, Rated Payload: 23.2	\$245.71
RAT-04	Articulated Rear Dumps	Komatsu	HM400-5	2016	34.5 mt & Over	Horsepower: 466.0, Power Mode: Diesel	\$341.59
RAT-05	Articulated Rear Dumps	Komatsu	HM400-5	2016	34.5 mt & Over	Horsepower: 466.0, Power Mode: Diesel	\$341.59
RAT-06	Articulated Rear Dumps	Komatsu	HM400-5	2016	34.5 mt & Over	Horsepower: 466.0, Power Mode: Diesel	\$341.59
RAT-07	Articulated Rear Dumps	Komatsu	HM400-5	2016	34.5 mt & Over	Horsepower: 466.0, Power Mode: Diesel	\$341.59
RAT-08	Articulated Rear Dumps	Caterpillar	725C2	2020	25.5 - 29.4 mt	Horsepower: 314.0, Power Mode: Diesel	\$227.50
RAT-09	Articulated Rear Dumps	Caterpillar	725C2	2020	25.5 - 29.4 mt	Horsepower: 314.0, Power Mode: Diesel	\$227.50
RAT-10	Articulated Rear Dumps	Caterpillar	725C2	2020	25.5 - 29.4 mt	Horsepower: 314.0, Power Mode: Diesel	\$227.50
RAT-11	Articulated Rear Dumps	Hydrema	922G	2025	19.5 - 25.4 mt	Axle Configuration: 6 x 6, Body Capacity: 15.7, Horsepower: 314, Power Mode: Diesel, Rated Payload: 20	\$261.30
RAT1ST-68	Articulated Rear Dumps	Caterpillar	725C2	2020	25.5 - 29.4 mt	Drum Type: Smooth, Drum Width: 84.0,Horsepower: 125.0,Power Mode: Diesel	\$227.50
RR-06	Single Drum Vibratory Compactors	Ingersoll Rand	SD100DA	1998	7.5 - 11.4 mt	Drum Type: Smooth, Drum Width: 84.0,Horsepower: 125.0,Power Mode: Diesel	\$93.87
RR-07	Self Propelled Pneumatic Compactors	BOMAG	BW11RH	1997	To 2.4 mt	Horsepower: 85.0, Number Of Speeds: 3f/3r, Number Of Wheels: 9.0, Power Mode: Diesel	\$172.35
RW-01	Road Wideners	Blaw-Knox	RW-195D		30,001 lbs & Over	Horsepower: 173.0, Power Mode: Diesel	\$713.47
RW-02	Road Wideners	Blaw-Knox	RW-195D		30,001 lbs & Over	Horsepower: 173.0, Power Mode: Diesel	\$713.47
T-130	On-Highway Water Tankers	Miscellaneous	DSL 6X4 4000	1993	200 hp & Over	Horsepower: 250.0, Power Mode: Diesel, Tank Capacity: 4000.0	\$72.62
T-168	On-Highway Light Duty Trucks	Miscellaneous	4X4 1/2 191 CONV GAS	2010	100 - 199 hp	Axle Configuration: 4X4, Cab Type: Conventional, Horsepower: 191.0, Power Mode: Gasoline, Ton Rating: 1/2	\$22.87
T-212	Crew Cab Pickups	Ford	F450 4X4 DIESEL	2018		Power Mode: Diesel, Wheelbase: 172, Axle Configuration: 4x4, Complete / Incomplete: C, Gross Vehicle Weight: 16500	\$57.11
T-212A	Articulated Cranes For Truck Mounting	Palfinger	PC 3800	2024	To 8,000 lbs	Lift Capacity: 4400.0, Maximum Boom Length: 16.4, Power Mode: Hydraulic	\$18.72
T-216	On-Highway Truck Tractors	Kenworth	T800	2018	45,001 - 60,000 lbs	Horsepower: 330.0, Power Mode: Diesel	\$81.98
T-217	On-Highway Truck Tractors	Kenworth	T800	2018	45,001 - 60,000 lbs	Horsepower: 330.0, Power Mode: Diesel	\$81.98
T-232	Light Duty Trucks	Ford	SUPER DUTY F-350 XL 4X4 DIESEL	2021		Power Mode: Diesel, Wheelbase: 142, Model Trim: XL, Gross Vehicle Weight Rating: 10000	\$47.05
T-237	On-Highway Light Duty Trucks	Isuzu	NPR	2019	300 hp & Over	Axle Configuration: 4.0 X 2.0, Cab Type: Crew, Horsepower: 325.0, Power Mode: Gasoline, Ton Rating: 1.0	\$43.29
T-238	On-Highway Light Duty Trucks	Miscellaneous	4X4 1 383 CREW GAS	2019	300 hp & Over	Axle Configuration: 4X4, Cab Type: Crew, Horsepower: 383, Power Mode: Gasoline, Ton Rating: 1	\$43.68
T-243	On-Highway Flatbed Trucks	Miscellaneous	6X4 45KGWV DSL	2007	35,001 - 45,000 lbs	Axle Configuration: 6X4, Horsepower: 380.0, Maximum Gross Vehicle Weight: 45000.0, Power Mode: Diesel	\$98.23
T-253	Light Duty Trucks	Ford	SUPER DUTY F-250 XL 4X4 DIESEL	2022		Power Mode: Diesel, Wheelbase: 142, Model Trim: XL, Gross Vehicle Weight Rating: 10000	\$46.29
T-255	Light Duty Trucks	Ford	F-150 XLT 4X4 GAS	2023		Power Mode: Gasoline, Wheelbase: 122.8, Model Trim: XLT, Gross Vehicle Weight Rating: 6050	\$40.64
T-258	On-Highway Flatbed Trucks	Miscellaneous	4X2 20KGWV DSL	2022	19,501 - 26,000 lbs	Axle Configuration: 4X2, Horsepower: 200.0, Maximum Gross Vehicle Weight: 20000.0, Power Mode: Diesel	\$55.73

Exhibit F – Contractor Proposal

T-258A	Trailer Mounted Arrow Boards	Miscellaneous	TRAIL MTD DARRROW BRD	2022		Horsepower: 7.5, Power Mode: Diesel	\$7.84
T-258B	Crash Attenuators For Truck Mounting	Miscellaneous	ALUMINIUM-2	2022		Cartridge Type: Two-Piece Modular, Material Type: Aluminum, Maximum Impact: 60.0, Power Mode: Hydraulic	\$7.59
T-260	Light Duty Trucks	Ford	F-150 SSV 4X4 GAS	2023		Power Mode: Gasoline, Wheelbase: 145.4, Model Trim: SSV, Gross Vehicle Weight Rating: 7050	\$42.08
T-264	Light Duty Trucks	Ford	F-150 XLT 4X2 GAS	2023		Power Mode: Gasoline, Wheelbase: 122.8, Model Trim: XLT, Gross Vehicle Weight Rating: 6010	\$34.62
T-275	On-Highway Flatbed Trucks	Miscellaneous	6X4 45KGVW DSL	2023	33,001 - 45,000 lbs	Axle Configuration: 6X4, Horsepower: 380.0, Maximum Gross Vehicle Weight: 45000.0, Power Mode: Diesel	\$100.88
T-285	On-Highway Flatbed Trucks	Miscellaneous	4X2 30KGVW DSL	2023	26,001 - 33,000 lbs	Axle Configuration: 4X2, Horsepower: 217.0, Maximum Gross Vehicle Weight: 30000.0, Power Mode: Diesel	\$63.79
T-92	On-Highway Truck Tractors	Miscellaneous	6X4 75KGVW DSL	1999	60,001 lbs & Over	Axle Configuration: 6X4, Horsepower: 400.0, Maximum Gross Vehicle Weight: 75000.0, Power Mode: Diesel	\$94.97
T-92A	Hydraulic Removable Gooseneck Equipment Trailers	Miscellaneous	3.100	2006		Capacity: 100.0, Number Of Axles: 3.0, Number Of Tires: 12.0, Power Mode: Manual	\$46.97
TH-01	Telehandlers	JLG	723A	2011	2.71 - 3.0 mt	Base Capacity: 6700.0, Horsepower: 100.0, Maximum Lift Height: 271.0, Maximum Reach: 153.0, Power Mode: Diesel	\$154.17
TR-58	Hydraulic Removable Gooseneck Equipment Trailers	Miscellaneous	3.100	2019		Capacity: 100.0, Number Of Axles: 3.0, Number Of Tires: 12.0, Power Mode: Manual	\$48.57
TR-58A	Float Trailers	Miscellaneous	32	2019		Capacity: 40.0, Deck Length: 32.0, Number Of Axles: 2.0, Number Of Tires: 8.0, Power Mode: Manual	\$15.98
Tomc	Crawler Mounted Lattice Boom Cranes	Liebherr	LR1300	2019	200.5 mt & Over	Boom Base Length: 33.8, Maximum Lift Capacity: 271.62, Horsepower: 603.0, Power Mode: Diesel	\$1,292.54
VCL-01	Flexible Shaft Concrete Vibrators	Miscellaneous	8-14G	2020	4 hp & Over	Head Diameter: 2.500, Horsepower: 8.0, Power Mode: Gasoline, Shaft Length: 14.0	\$4.10
VCS-01	Flexible Shaft Concrete Vibrators	Miscellaneous	5-Mar	2020	To 3 hp	Head Diameter: 2.250, Horsepower: 3.0, Power Mode: Electric, Shaft Length: 5.0	\$0.69
W-01	Off-Highway Water Tanker Trucks	Miscellaneous	5000.150	2020	To 199 hp	Horsepower: 175.0, Power Mode: Diesel, Tank Capacity: 5000.0	\$127.93
W-10	On-Highway Water Tankers	Miscellaneous	BB2 DSL 6X4 4000	2024	200 hp & Over	Horsepower: 250.0, Power Mode: Diesel, Tank Capacity: 4000.0	\$70.45
W-4	Single Engine Elevating Scrapers	Caterpillar	613C	2000	To 11 cu yd	Horsepower: 175.0, Operator Protection: ROPS, Power Mode: Diesel, Scraper Capacity: 11.0	\$222.96
X-21*		Kenco	KL-9000	1999		HD Barrier Wall Lift	\$6.94
X-22*		Kenco	KL-9000	1999		HD Barrier Wall Lift	\$3.69
X-24*		Smith Manufactur	X-3 Eraser			Three Diamond Cutting heads	\$25.04
X-25	Concrete Roller/Finisher Pavers	Bid-Well	4800	2010	77 ft & Over	Frame Width: 80.0, Horsepower: 40.0, Power Mode: Diesel	\$37.27
X-26*		Bid-Well	3424 Pored Work Bridge			Extendable to 133'	\$7.56

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 7.2****Board Meeting Date: 11/21/2025**

Subject: Studios South Central Energy Plant Expansion**Presented By:** Chris Ferraro, Director, Reedy Creek Energy Services**Department:** Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #7.2** establishing the initial budget for the Studios South Central Energy Plant Expansion project in the amount of \$7,000,000; approve allowances for professional services of \$500,000; procurement of owner-furnished materials of \$1,500,000; and RCES design/support services fees of \$200,000; all with a 10% contingency for unforeseen issues, and authorize the District Administrator to execute the subsequent contracts for such allowances, all subject to the District closing on the Series 2025 Bonds previously approved on October 24, 2025 by Resolution No. 682

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The Studios South Central Energy Plant was originally designed to accommodate three chillers and three cooling towers to support long-term capacity and resiliency. Only two chillers and two cooling towers were installed during initial construction, providing a total of 2,028 tons of cooling capacity. At least one chiller and one cooling tower must operate continuously during the cooling season to meet existing system demands.

With new customer connections driving increased chilled water demand, the current configuration no longer provides sufficient redundancy. Installing a third 1,000-ton chiller and cooling tower will fulfill the original design intent and ensure N+1 resiliency in the event of equipment failure or planned maintenance. This expansion is essential to maintain reliable service and support both current and future load growth.

FINDINGS AND CONCLUSIONS:

The Utilities Division is requesting approval to establish the initial budget for the Studios South Central Energy Plant Expansion project in the amount of \$7,000,000, an allowance for professional services of \$500,000, an allowance for the procurement of owner furnished materials of \$1,500,000, and an allowance for RCES design/support services fees of \$200,000. These allowances are subject to an additional 10% contingency if needed for unforeseen issues or conditions. All expenditures will be in compliance with the District's procurement policy.

FISCAL IMPACT:

Funding will be from CFTOD Series 2025-2 Utility Revenue Bonds (Taxable) subject to the District closing on the Series 2025 Bonds, approved by the District pursuant to Resolution No. 682, on October 24, 2025.

PROCUREMENT REVIEW:

Individual purchase orders will be reviewed and approved for compliance with the District's procurement policies prior to issuance.

LEGAL REVIEW:

The contracts will be reviewed for form and legality by the District Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: