



AGENDA

December 19, 2025
10:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
December 19, 2025
10:30 a.m.

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENT PERIOD**
- 5. REPORTS**
 - 5.1 Informational Report: 2024 District Engineer's Annual Report
 - 5.2 Informational Report: 2025 Water Control Structure Inspection Report
 - 5.3 Informational Report: Electric Reliability Compliance Program Report
 - 5.4 Administrator's Report
- 6. CONSENT AGENDA**
 - 6.1 November 21, 2025 Meeting Minutes
 - 6.2 Approve the District Administrator to execute two partial releases of the WMCA Easement
- 7. GENERAL BUSINESS**
 - 7.1 Approve award of a fixed fee contract for the 2026 Milling and Resurfacing Pavement Program with Watson Civil Construction, Inc., and authorize the District Administrator to execute Contract #C006628 in the amount of \$6,763,333 plus 10% contingency for a total amount of \$7,439,667
 - 7.2 Approve establishing the initial budget for the Victory Way Substation electrical system expansion in the amount of \$8,700,000 which consists of allowances for RCES design/support services fees of \$1,000,000; professional services of \$1,500,000; and owner-furnished materials of \$6,200,000; all with 10% contingency for unforeseen issues, and authorize the District Administrator to execute subsequent contracts for such allowances

- 7.3** Approve establishing the initial budget for District Lift Station #60 (LS-60) rehabilitation and upgrade project in the amount of \$950,000 which consists of allowances for RCES design/support services fees of \$200,000; and professional services of \$750,000; all with 10% contingency for unforeseen issues, and authorize the District Administrator to execute the subsequent contracts for such allowances
- 7.4** Approve establishing the initial budget for the Epcot Energy Plant Boiler #2 replacement project in the amount of \$1,350,000 which consists of allowances for RCES design/support services fees of \$250,000; professional services of \$400,000; and owner-furnished materials of \$700,000; all with 10% contingency for unforeseen issues, and authorize the District Administrator to execute the subsequent contracts for such allowances

8. OTHER BUSINESS

9. FOR INFORMATION

10. ADJOURN

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

AMERICANS WITH DISABILITIES ACT: The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with disabilities who wishes to attend or participate in public meetings. Anyone with a disability who requires a reasonable accommodation should contact the Clerk of the Board, by telephone at (407) 828-3548 or via email (DistrictClerk@oversightdistrict.org), 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 REPORT 5.1**

Board Meeting Date: 12/19/2025

Presented By: Katherine Luetzow, Director, Planning & Engineering

Department: Public Works

STAFF REPORT: 2024 District Engineer's Annual Report

BACKGROUND:

In accordance with the provisions of Chapter 2023-5, Laws of Florida and Chapter 298.26 Florida Statutes, the District Engineer for Reclamation and Water Control shall present an annual report to the Board of Supervisors.

This report is required as the District is a 298 Drainage District and serves to keep the board aware of progress and activities undertaken in furtherance of the water control plan, as well as any suggestions and recommendations for the Board by the Engineer regarding the water control system. As the District is not currently in the process of any works of reclamation, these reports serve to keep the Board informed of the overall state of the District's master drainage system and any recommendations regarding the same.

SUPPORT MATERIALS:

Attached:

2024 District Engineer's Report



**2024 District Engineer's
Annual Report
for Reclamation and Water Control**

Planning & Engineering



P.O. Box 690519
Orlando, FL 32869-0519
(407) 828-2241

November 10, 2025

Board of Supervisors
Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519

Re: **2024 District Engineer's Annual Report
Reclamation & Water Control**

Dear Board Members:

This Annual Report is presented in accordance with the provisions of Chapter 2023-5, Laws of Florida and Chapter 298.26 Florida Statutes. The report provides an overview of the state of the District's water control system, including items such as recorded rainfall, water usage and aquifer states within the District, current works of the District including permits issued and tributary basin projects reviewed and recommendations for the District's water control system.

We are pleased to submit this for your review and will be happy to answer any questions you may have.

Sincerely,

Katherine Luetzow

Katherine Luetzow, P.E.
Chief Engineer for Reclamation & Water Control

2024 DISTRICT ENGINEER'S ANNUAL REPORT

FOR

RECLAMATION & WATER CONTROL

November 2025



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I. INTRODUCTION

The District's master drainage system consists of approximately 67 miles of waterways, including both manmade canals and natural creeks, that are controlled by 25 water control structures. The District's water control system drains not only all of the lands within the District, but also an additional approximately 123 square miles of offsite area from Orange, Osceola, Lake and Polk Counties.

The District's water control system dates back to 1966 when the founding Plan of Reclamation was established with the Reedy Creek Drainage District. The Drainage District was modified and expanded a year later in 1967 as the Reedy Creek Improvement District. The vast majority of the District's water control system was constructed in the following years of the late 1960s and 1970s under the Reedy Creek Improvement District.

Today, the Central Florida Tourism Oversight District (CFTOD) continues to serve and build upon its long legacy of providing critical flood control with the master drainage system that serves our many guests, residents, and neighbors in the Central Florida community.

While the District is not currently in the process of any works of reclamation, we continue to act as stewards and oversee, maintain and seek to improve the resiliency of the system. As such, this report has been prepared in accordance with Chapter 298.26 Florida Statutes, to provide the Board of Supervisors an overview of the status and ongoing works of the District's master drainage system.

II. REGULATORY UPDATE

The District's master drainage system is under the regulatory authority of the South Florida Water Management District (SFWMD). District staff routinely participate in 298 District calls with the water management district. In addition, the SFWMD oversees the District's Conceptual permits and the District's compliance of all applications filed under those permits. The District currently provides maintenance of District facilities that have been permitted under our conceptual environmental resource permit, in accordance with permit conditions and requirements. To the best of my knowledge, the District is in good standing with the water management district.

In addition, the District holds a National Pollution Discharge Elimination System, Municipal Separate Storm Sewer System Permit (NPDES MS4). This permit is a federal permit under the Environmental Protection Agency (EPA) but is administered by the Florida Department of Environmental Protection (FDEP). It is critical to the District as it allows the District's master drainage system to discharge to waters of the state. The District has received FDEP's intent to issue a new NPDES MS4 permit and is awaiting final permit issuance shortly. Certain inspection and maintenance activities are requirements of this permit and are routinely completed, tracked and reported to the State in an annual report. To the best of my knowledge, the District is in good standing with FDEP and EPA regarding the District's MS4 permit.

III. RAINFALL

Table 1 2024 CFTOD Rainfall Data		
Month	CFTOD Monthly Rainfall	Orlando/Kissimmee Monthly Rainfall (NOAA)
January	2.21	1.59
February	2.54	2.41
March	1.67	1.39
April	1.38	1.33
May	1.73	1.80
June	7.28	6.37
July	9.63	4.79
August	11.41	7.79
September	7.23	5.38
October	15.25	5.13
November	1.12	0.60
December	1.61	1.83
Total	63.03	40.41

Annual and Historic Data

Rainfall data was collected and recorded at various locations within the Central Florida Tourism Oversight District during 2024. Table 1 compares the monthly rainfall recorded within CFTOD to the monthly precipitation for the Orlando/Kissimmee area, as recorded by NOAA weather stations. The table below illustrates the total rainfall volume measured in the CFTOD was 22.62 inches more than that observed by NOAA during the 2024 calendar year.

Table 2 compares the 2024 monthly rainfall to the average monthly rainfall observed within CFTOD over the most recent 30-year period. The overall 2024 precipitation was wetter with a surplus of 11.37 inches of rainfall than the 30-year average annual precipitation with the monthly distribution differing, at times substantially, from the historic monthly averages. The months of March through June of 2024 were drier; conversely, the rainfall in October was unseasonable high compared to historic monthly averages.

Table 2			
Comparison to Historic Rainfall Data			
(Data shown in inches)			
Month	2024 Monthly Rainfall	30-year Monthly Average	Net Difference
January	2.21	2.38	-0.17
February	2.54	2.05	0.49
March	1.67	2.94	-1.27
April	1.38	2.83	-1.45
May	1.73	3.96	-2.23
June	7.28	8.35	-1.07
July	9.63	7.07	2.56
August	11.41	7.92	3.49
September	7.23	6.72	0.51
October	15.25	3.05	12.20
November	1.12	2.05	-0.93
December	1.61	2.37	-0.76
Annual Total	63.06	51.69	11.37

IV. WATER RESOURCES OF THE DISTRICT

Water Usage & Aquifer Stage

Throughout the year both water usage and aquifer stage are monitored by the Utilities Division of Reedy Creek Energy Services, Inc. Surface water usage ceased in 1997 so the water usage listed below is for groundwater withdrawals only. The water levels within the District are monitored weekly and then numerically averaged to determine an average monthly water level within the Floridian Aquifer. Table 3 illustrates the CFTOD historic groundwater usage and the calculated average annual aquifer stage for the years 2004 through 2024. Wells show the usage for 2024 as 793 MG above that of 2004 with the current aquifer stage 4.18 feet below that of 2004.

Table 3		
Historic Annual Water Usage and Aquifer Stage		
Year	Annual Ground Water Usage (MG)	Average Aquifer Stage (ft., NGVD)
2004	5428	87.62
2005	5834	85.38
2006	5950	82.66
2007	5787	82.58
2008	5692	83.06
2009	5923	83.95
2010	6028	84.43
2011	5913	83.00
2012	6066	83.31
2013	6145	83.24
2014	6092	84.09
2015	6309	84.46
2016	6407	83.94
2017	6104	82.12
2018	5859	83.09
2019	5983	82.89
2020	4231	84.36
2021	5046	84.92
2022	5896	86.56
2023	6153	83.32
2024	6221	83.44

Water Quality

The Central Florida Tourism Oversight District's Environmental Sciences Department is a local program under the Florida Department of Environmental Protection and is responsible for the testing of potential pollution sources within the CFTOD waterways. Working in conjunction with the District's Planning & Engineering Department and the United States Geological Survey (USGS), Environmental Sciences has implemented an intensive water quality monitoring program. The Environmental Sciences Department compiles, under separate cover letter, their Annual Environmental Protection Report which summarizes the results of the current water quality within the District.

New Master Stormwater Facilities within CFTOD Boundaries

The Master Plan for the development of properties within the District continues to evolve. This Master Development Plan was initially submitted to the South Florida Water Management District for review and issuance of a Conceptual Management and Storage of Surface Waters (MSSW) Permit in 1992. In 2011, the MSSW Permit was re-issued under new state regulations as Conceptual Environmental Resource Permit (ERP) #48-00714-P. In 2015 the Conceptual Permit was again reissued to ensure concurrence with the updated property wide Master Development Plan and mitigation strategies.

In 2015 the Planning & Engineering Department in cooperation with our major landowners, embarked upon a program to optimize water quality facilities while maintaining the flood control characteristics of the master system. The District's master system as originally designed, was divided into sub-basins each serving a specific area within the District. Using this concept, master pond sites were identified and proposed to serve entire sub-basins allowing for more efficient treatment of stormwater as well as more efficient use of land area. The first of these master ponds was proposed to serve the L-402 sub-basin. Subsequently multiple efforts have been completed including the L-403 subbasin and a regional system serving the Magic Kingdom Parking Lot, World Drive North Roadway projects and future development in the region. Ongoing efforts are started and will be under construction in 2025 for a new regional stormwater facility in the L-407 subbasin to support the Magic Kingdom theme park, an area that historically predated many stormwater water quality regulations.

Stormwater design is also transitioning to adjust to new regulations implemented and adopted by the Florida legislature in August 2024. The first portion of the new stormwater quality rule that goes into effect in July 2025 targets operation and maintenance requirements. New nutrient water quality standards that will impact how stormwater management facilities are designed has a delayed onset of December 2025. CFTOD and our major taxpayers will continue to work together closely to transition with this new criteria and to continue to work towards the most efficient ways to manage stormwater treatment and flood control.

Permit Modifications Issued to CFTOD Master Permit #48-00714-P

All projects proposed for construction within District boundaries are reviewed by the Central Florida Tourism Oversight District’s Planning & Engineering staff for conformance with the CFTOD Master Development Plan, the Land Development Regulations and the Master Water Control Plan. They are then submitted to the South Florida Water Management District for final stormwater construction permitting in accordance with the existing Conceptual Permit. In 2019, SFWMD transitioned to a new permitting system giving each new construction permit a unique permit number. Despite this change, all SFWMD permits issued for construction within the CFTOD jurisdiction continue to reference the CFTOD Conceptual Permit (#48-00714-P) and incorporate the Special Conditions of that permit.

Construction applications approved by CFTOD during 2024 and permitted by SFWMD are listed below in Table 4.

Table 4 SFWMD Permit Modifications			
Issue Date	Project Name	Application No.	Permit No.
02/02/2024	Disney’s Fort Wilderness Cabin Improvements	231002-40619	48-109793-P
05/22/2024	Project RO Trailer Compound	240318-42886	48-110571-P
05/29/2024	Celebration Health Tower 4	240408-43229	49-110665-P
06/19/2024	7-11 Hartzog #43479	240129-42168	48-110332-P
06/19/2024	DFW Meadows Project	240415-43335	48-110801-P
07/03/2024	Flemings Road Widening Segment 5 & 6 – Pond 3B	231002-40628	48-110514-P
11/21/2024	PVR Modifications Project B1	240520-43950	48-111013-P

Admission of Runoff from Tributary Basins

Land development surrounding the District’s jurisdiction continues at a rapid pace. The development is primarily resort tourist & commercial services such as restaurants, hotels and shopping areas as well as residential facilities. Only six owners with land holdings tributary to Central Florida Tourism Oversight District submitted proposed development plans for review in 2024; these are identified in Table 5 below.

Tributary Drainage Projects discharging into the CFTOD continue to adversely impact the District’s Master Drainage System by discharging in excess of the volume the system was designed to convey. Under CFTOD’s Plan of Reclamation, the master system was originally designed to (i) collect and pass the drainage generated by the development proposed to occur within the District and (ii) to pass discharge from tributary areas entering the District’s system at a peak flow rate of 13 csm (cubic feet per second per square mile). By court stipulation, provisions were also made to allow CFTOD to charge a fee for flow in excess of that rate. A large percentage of developments neglect to submit to CFTOD for review. These developments discharge far in excess of the 13 csm and pay none of the required fees. Developments that do submit for review and approval have historically chosen to pay fees and discharge in excess of 13 csm. This results in the CFTOD system receiving excessive peak flows. During larger storm events or a series of smaller repeated events, the master drainage system has begun to show stress as the development in these tributary areas increases and continues to discharge flow in excess of what the system was designed to accommodate. Due to the lack of regulations addressing volume, the system is taxed not only by this increased peak flow but also by an increase in total volumetric flow resulting in an extended period of inundation throughout the system.

Despite the Stipulations recorded in both Orange and Osceola counties, projects in tributary drainage areas often do not submit to CFTOD for review. CFTOD continues to work with both Orange and Osceola counties to coordinate development reviews/approvals but these efforts have been met with limited success.

Table 5 Tributary Drainage Projects Submitted for Review 2024
<ul style="list-style-type: none">• The Promenade at Horizon West• Willamar Country Estates• Gateway @429• Ascend at Avalon

District Master Drainage Model Initiative

The District is starting a major multi-year initiative to update the District's Master Drainage Model. The District's master drainage model is used to establish floodplain elevations throughout property, as well as canal parameters such as flow and stage for various design storm events. Currently the District's model uses an outdated proprietary software. With this conversion, the District will be moving to a current, georeferenced model using software that is standard to the engineering community. In addition, with the increased frequency of larger rainfall events, the District will be analyzing events beyond the typical 100 year (1 percent chance any given year) and 500 year (0.2 percent chance any given year) design storm events. This will be a significant effort that will pave the way for future resiliency efforts, as well as, providing the District a tool to evaluate our water control structures and future capital expenditures regarding these structures. This effort is currently anticipated to be completed by end of calendar year 2026.

V. INSPECTION PROGRAMS

The water control structures (both Amil gates and weirs) undergo a full inspection annually by the Planning & Engineering Department; at that time both above ground and underwater structure conditions are assessed. From this assessment, the Annual Water Control Structure Inspection Report is produced. That report is submitted under a separate cover as a supplement to this report and details the physical condition of all water control structures within the District.

The remainder of the District owned drainage facilities (ponds, swales, culverts & discharge structures) are inspected by the department's Compliance staff and reported annually under the District's National Pollution Discharge Elimination System, Municipal Separate Storm Sewer System Permit (NPDES MS4). The District's inspection program includes digital mapping of all drainage facilities and electronic reporting of inspections.

Data obtained through these inspection programs allows the department to evaluate maintenance needs and then program, budget, and schedule major rehabilitative and non-routine work to insure the on-going operation of the District's water control system.

VI. MAINTENANCE PROGRAM

The majority of the District's water control system was constructed in the late 1960's / early 1970's with the primary objective of providing flood control for the Central Florida Tourism Oversight District. In addition to the structures' age and that they have been in constant operation since installation, the aquatic environment is harsh and poses challenges such as corrosion and erosion to these structures. To preserve the operational characteristics of this system, routine maintenance is performed throughout the year on the water control structures, the canal channels and the stormwater ponds.

Routine maintenance is on-going. Hurricane Milton made landfall in October 2024, generating erosion and debris removal efforts for the District. Non-routine structural

repairs were conducted at various structures throughout property. At S-101A, a weld repair was made to the gate slats. The misaligned trash screens at S-12, S-40, and S-103A were reset. At S-46, the trash screen cables were re-anchored to the wingwalls and cracks in the eastern sluice wall and downstream aprons were repaired. S-101 was repainted and erosion repaired upstream. Ballast access was provided at S-105A and the ballast leak at S-105A was repaired. All structures were greased and shocks were replaced at S-410, S-411, S-46, and S-405A. Refer to the attached Water Control Structure Inspection Report for additional information. While the Board is provided a summary version, the full inspection report outlining all recorded observations during inspection is available. Based upon the inspection report, recommendations for structure maintenance have been provided, including items that can be addressed under routine maintenance as well as items that would be better addressed under the Major Rehabilitative Maintenance Program. The non-routine maintenance priority items are summarized in the recommendation section below.

In addition to the major drainage canals and water control structures, the municipal separate storm sewer system includes numerous culverts and stormwater ponds throughout the District. Routine maintenance is on-going on these facilities as well. The list of Non-routine maintenance items includes: routine maintenance of stormwater ponds, vacuum out of storm pipes and inlets, clearing and snagging of the Perimeter Canal and Reedy Creek from S-405A to Osceola Parkway, erosion repair along a portion of the 407 canal due to Hurricane Milton and replacement of one major storm culvert at the C-1 Levee. Figure 1 on page 14 depicts the location of all non-routine work completed on the water control system during 2024.

Table 6.a	
Routine Maintenance	
Water Control	
Mow all levees bi-weekly, grade, stabilize & clear brush, fallen trees, et. as needed	
Inspect fencing monthly along canal levees & repair as needed	
Monthly inspection of Levees & Water Control Structures: <ul style="list-style-type: none"> • mow all levees bi-weekly, grade, stabilize & clear fallen trees as needed • Inspect & repair fencing along levees as needed • collect & report gage readings at water control structures as needed • clear trash screens & fallen debris upstream/downstream of WCS as needed 	
Certified erosion control personnel: <ul style="list-style-type: none"> • provide weekly inspections of all construction sites for compliance with SFWMD permits • provide annual inspections of all CFTOD owned drainage facilities for compliance with NPDES MS4 permit 	

Table 6.b	
Non-Routine Maintenance	
Water Control - Non-Routine	
Structure Repairs / Structures	<ul style="list-style-type: none"> • Greased all structures • Shock Maintenance at S-410, S-411, S-46, S-405A • Trash Screen maintenance at S-12, S-40, S-103A, S-46 • Welding repair at S-101A • Repaint S-101 and erosion repair upstream • Ballast Leak repairs at S-105A • Crack Repair in Sluice Wall and D/S aprons at S-46
Canal Snagging	<ul style="list-style-type: none"> • Snagged Reedy Creek from S-405A to Osceola Parkway • Perimeter Canal
Culvert Replacements/Inlet Cleaning/Swale Repair out throughout the District:	<ul style="list-style-type: none"> • Pipe Replacement on the C-1 Canal • Routine cleaning of storm pipes and inlets
Maintenance of storm water ponds throughout the District:	<ul style="list-style-type: none"> • Routine maintenance of 99 ponds

VII. RECOMMENDATIONS

It is the recommendation of the District Engineer for Reclamation and Water Control that the District and Board of Supervisors continue to allocate resources and ensure that repairs and maintenance continue to occur as necessary, on the water control system and associated infrastructure, to ensure permit compliance and operational soundness of the system.

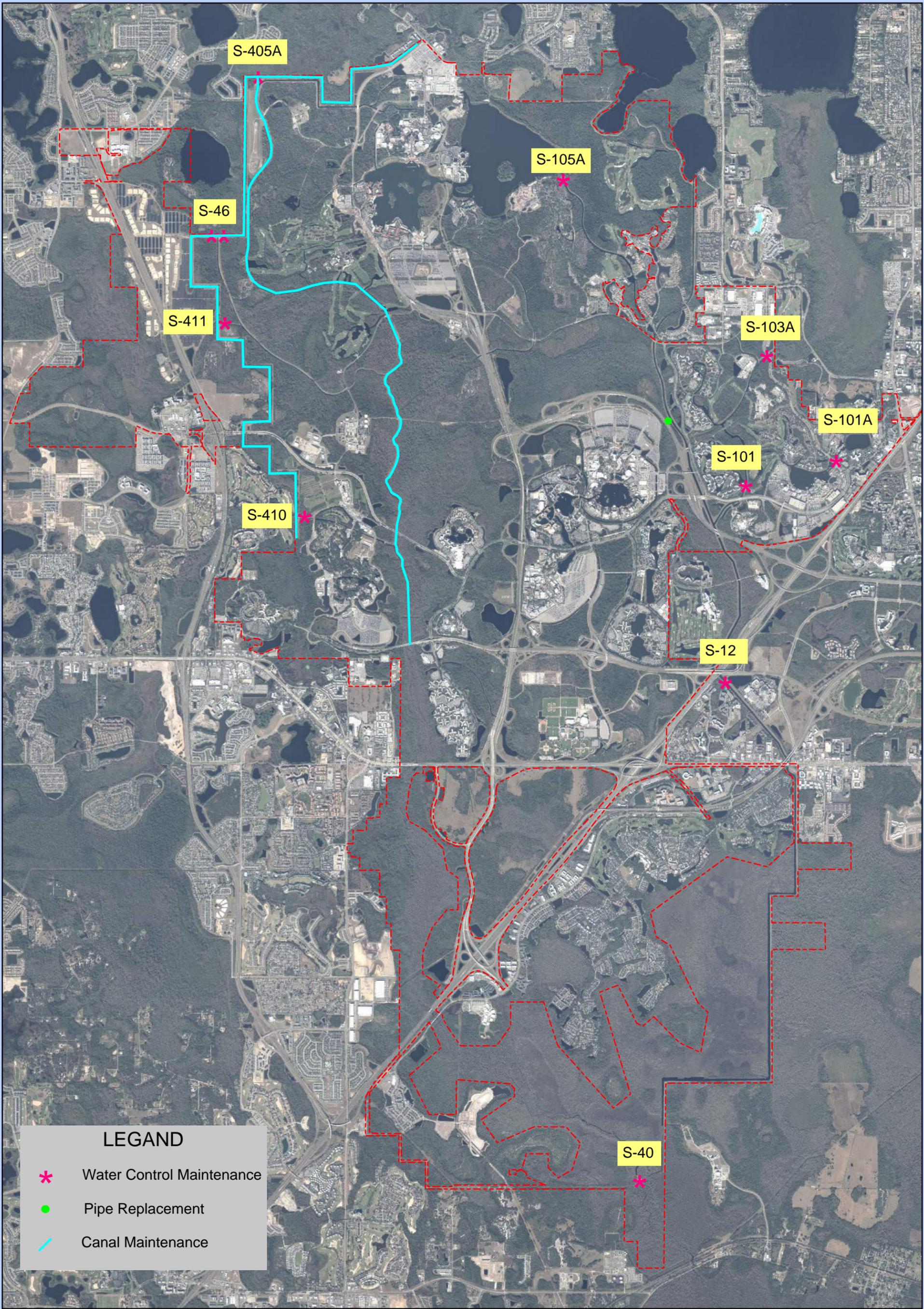
To assist in this matter, a list of recommendations is provided below. These items are provided to the District and Board for planning purposes and for their awareness of upcoming needs of the master drainage system.

1. The District continues to allocate resources and ensure routine work is completed, as able within funding provisions, regarding the following tasks:
 - Continuation of routine inspection and maintenance of levees, water control structures and surface drainage facilities;
 - Continuation of annual inspections (both underwater and above water) of the District’s water control structures;
2. While the routine maintenance program addresses typical items and may prolong duration between, it is unable to prevent the need of a Major Rehabilitative

Maintenance Program for the District's water control structures. As such, it is recommended that the District continue this program as needed and identify, program, and budget for structures as necessary and fiscally able.

Under this program, the following structures are currently recommended for future major rehabilitative maintenance:

- S-405 – Programmed for FY 2025.
 - S-405A – Gate Replacement - Recommended for FY 2026
 - S-14 & S-101 – Recommended to be added for future years
3. At times the inspections of the water control structures reveal an item(s) that may require some further analysis, including engineering design, prior to repair. As indicated in the companion Water Control Structure Inspection Report, it is recommended additional analysis occurs to determine future repair needs for the below structures:
- S-11 Waler
 - S-40 Erosion
 - S-46, S-410, S-411 and S-405A Balancing
 - S-401A, S-402 & V-6-A Sluice Gates
4. District continues to pursue Tributary Drainage Agreements, to help offset increasing maintenance costs, in part due to the exceedance of flows coming into the system from offsite property.
5. The District continues to maintain an emergency fund. As with all infrastructure, it is prudent planning for the District to have provisions in place to account for the unforeseen and unplanned emergency situations. The District has seen firsthand that the water control system is highly susceptible to impacts from weather events such as hurricanes and like all infrastructure is suspect to impacts from aging.
6. Key District staff stay up to date on current regulatory and statutory changes affecting the master drainage system and various associated infrastructure.



LEGAND

- * Water Control Maintenance
- Pipe Replacement
- Canal Maintenance

Figure 1. Water Control System - Location of Non-Routine Work



Prepared By CFTOD P&E Department
Created November 20, 2025

0 0.75 1.5 3 Miles





**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 5.2**

Board Meeting Date: 12/19/2025

Presented By: Katherine Luetzow, Director, Planning & Engineering

Department: Public Works

STAFF REPORT: 2025 Water Control Structure Inspection Report

BACKGROUND:

2025 Water Control Structure Inspection Report is a supplement to the District Engineer's Annual Report and provides information regarding the status of the individual water control structures.

Overall, the District's water control system is operating within acceptable parameters and the District remains in compliance with its critical overarching permits from South Florida Water Management District and the Florida Department of Environmental Protection. Recommendations of continuing existing programs regarding inspection and maintenance are included within the District Engineer's Annual Report.

SUPPORT MATERIALS:

Attached:

2025 Annual Water Control Inspection Report

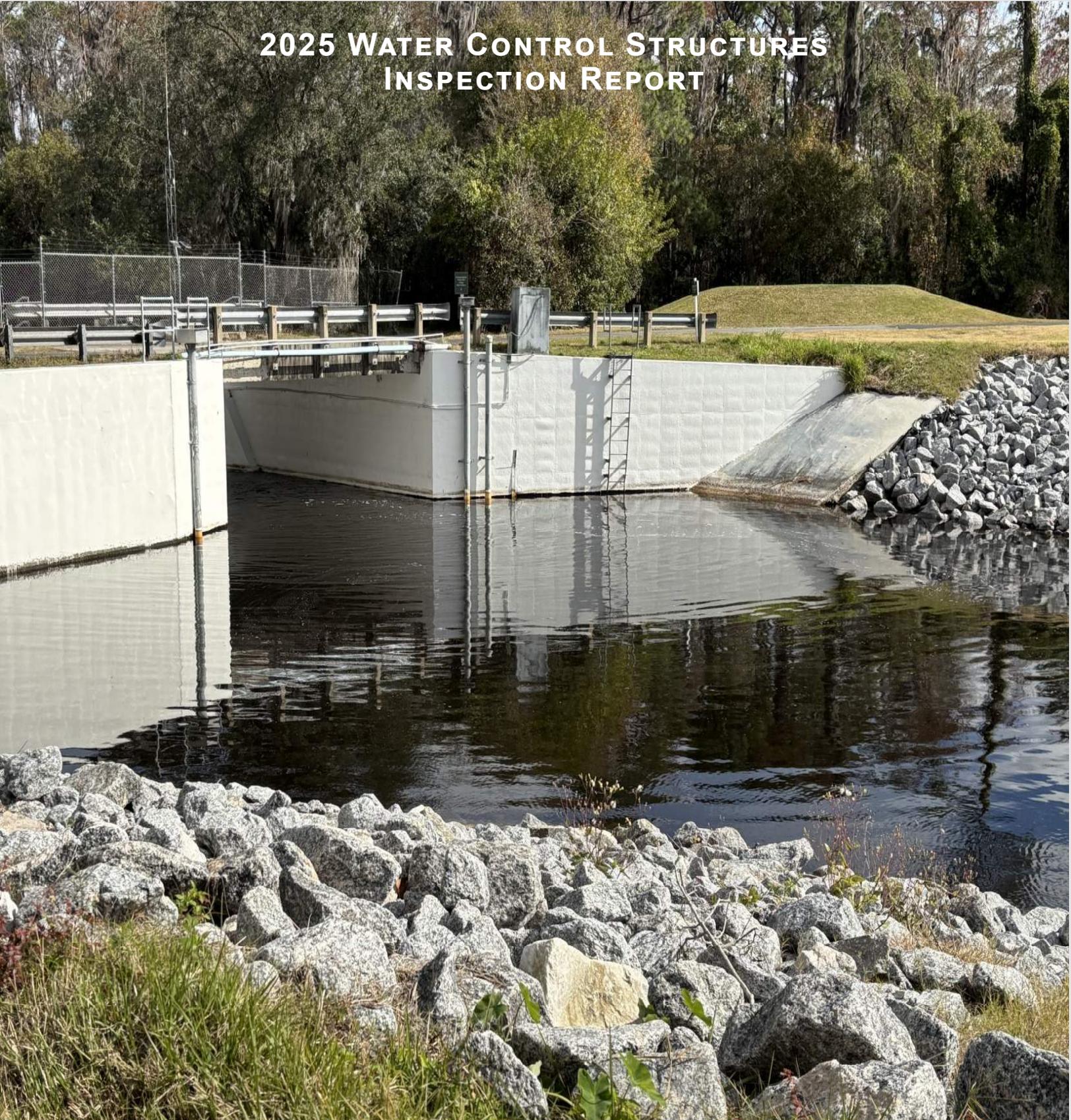


CENTRAL FLORIDA TOURISM

OVERSIGHT

DISTRICT

2025 WATER CONTROL STRUCTURES INSPECTION REPORT



PLANNING AND ENGINEERING



**Water Control Structures
Inspection Report
(Above & Below Water Surface)**

June 2025

Prepared By:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Planning & Engineering Department



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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

INTRODUCTION

The Central Florida Tourism Oversight District (District) System has 54 miles of canal with twenty 25 water control structures consisting of both Amil gates and weirs. These structures were designed with minimum maintenance and operation in mind. Many of the structures are Amil gates that control the water levels at predetermined stages and open automatically in response to rising water levels exceeding the control elevation. The gates then close when the water levels drop. The Amil gates have no manual, electrical, or mechanical controls. These gated structures play an important role in controlling water levels and discharge rates at locations within the District's flood control system as well as at the locations where waters enter the District from tributary basins.

The District's system accepts drainage from a large portion of southwestern Orange County. The tributary drainage area flowing into the District system is 82,688 acres or 129.2 square miles. As a comparison, the acreage within the original boundaries of the District was 27,978 acres or approximately 44 square miles. Based on permits held by the District, the allowable discharge at the southernmost water control structure, S-40, where discharge leaves the District system is 3,282 cfs during a storm event with a 10-year recurrence and a 72-hour duration.

The District's Planning & Engineering staff, along with Denizens of the Deep Diving Company, Inc. performed an annual inspection of the Surface Water Control Structures, January 27 thru 31, 2025.

Inspections of the 25 structures listed in the table below were performed under the supervision of the District's Senior Water Resource Engineer, Mandee Brandt, P.E. Visual observations were performed above and below the water surface and the state of the structural and functional characteristics of each structure were recorded. Items requiring maintenance or repair were identified and rated in accordance with the established Priority Classifications.

All above-water inspections and records of observations were made by Mandee Brandt, P.E. Below water observations were made by Denizens of the Deep, Co. Inc., with Planning & Engineering staff assisting with recording observations and report preparation.



**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

PLANNING AND ENGINEERING

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
WATER CONTROL STRUCTURES**

<u>Structure ID No.</u>	<u>Structure Type & Size</u>
S-11	66' Steel Sharp Crested Weir
S-12	Two D630 Amil Gates
S-13	Two D560 Amil Gates
S-14	One D710 Amil Gate
S-15	Two D315 Amil Gates
S-40	Two D710 Amil Gates
S-46	Two D280 Amil Gates
S-101	One D560 Amil Gate
S-101A	35' Steel Sharp Crested Weir
S-103A	Two D355 Amil Gates
S-105	Two D355 Amil Gates
S-105A	D355 Amil Gate
S-401A	65' Steel Sharp Crested Weir
S-402D	81' Steel Sharp Crested Weir
S-403	243' Broad Crested Weir
S-403A	Two D630 Amil Gates
S-405	One D800 Amil Gate
S-405A	Two D280 Amil Gates
S-405C	One D200 Amil Gate
S-405D	575' Steel Sharp Crested Weir
S-407	Two D500 Amil Gates
S-410	Two D280 Amil Gates
S-410B	30' Steel Sharp Crested Weir
S-411	Two D280 Amil Gates
V-6-A	2- 48" Reinforced Concrete Pipes with a Sluice Gate on each pipe



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

EXECUTIVE SUMMARY

Most of the structures within the Central Florida Tourism Oversight District's Surface Water Control system were constructed during the late 1960's with S-401A & S-403A constructed in the 1980's; thus, these water control structures are now over 50 years in age. Inspection observations were consistent with those that would be expected for water control structures of this type and age. Minor to moderate corrosion of both concrete and steel members was regularly observed and is expected in the highly corrosive environment where these structures reside. All of the structures were found to be structurally sound; recommended repairs are listed in this report. In conjunction with this inspection report, the Annual Engineer's Report has been prepared. That document identifies and prioritizes non-routine repairs to forecast upcoming rehabilitation projects.

The District established a Major Rehabilitative Maintenance Program in 2005 to restore and preserve the system's operational characteristics. This program was established to allow the District to plan for and budget major cost items required to extend the useful life of the structures. Based on annual inspections, structures requiring major maintenance are identified in the Annual Engineer's Report and are recommended for inclusion in this program. Based upon funding approval, the design for major rehabilitative work is programmed and the structures are then scheduled for major rehabilitative maintenance.

Based upon this current inspection, complete rehabilitative work is required on four structures. This work has been prioritized and will be scheduled for completion in the coming years.

In addition to the Major Rehabilitative Maintenance Program, the District has an annual maintenance program to complete routing maintenance items. This effort is vital to help prolong and extend the timeframes between major rehabilitation efforts. Routine maintenance of the water control structures is on-going and is completed as required.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

SUMMARY OF OBSERVATIONS

All of the structures were found to be structurally sound. Rehabilitative repairs are identified and the timeline for design and construction of those repairs is identified in the Recommendations Section of the Annual Engineer's Report, issued concurrently with this report. Isolated areas requiring minor repair have been noted and those repairs can be achieved during routine maintenance cycles.

Inspection observations and major/specific recommendations for each structure are outlined in the following section of this report. It is recommended that minor maintenance items listed in the section below be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

STRUCTURE CONDITION/OBSERVATIONS

Structure S-11

Structure S-11 is a 66-foot-long Steel Sharp Crested Weir with a 36-in diameter sluice gate. This structure is located on the C-1 Canal, south of US 192.

This structure was rehabilitated in FY 2013. All deteriorated steel was removed, and the structural support members were strengthened. All of the steel surfaces were coated to protect the structure from further decay. Severe erosion from a storm event was repaired and riprap was added in FY 2018. During 2020 the broken sluice gate was replaced, and new staff gauges were installed.

The inspection revealed the overall structures has severe rust and scaling, a section of western end of the sheet pile cap missing, severe corrosion of the waler, moderated rust and flaking of the sheet pile wall and cross bracing, and deterioration of three walkway supports. Structural evaluation of the waler and walkway support connection is recommended for FY 2026.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-12

Structure S-12 consists of two D630 Amil gates. This structure is located on the C-1 Canal, south of I-4.

This structure was rehabilitated under the Major Rehabilitative Maintenance Program in FY 2012. All of the cracks and spalls above and below the water line were repaired. The steel gate leaves were replaced, and all of the steel structural elements were coated with a protective coating. During 2020 the trash screen cables, and gate chains were replaced, a trash screen was repositioned, and new staff gauges were installed. In early 2022, the erosion below the downstream aprons was repaired.

The inspection revealed additional erosion of the downstream wingwalls and undermining of the western apron has occurred, there is moderate corrosion along the downstream gate edges and on the lower third of the tubular support frames and downstream gusset plate connector bolts. There is corrosion on the trash screen supports and gate lift eyes. There are small concrete spalls on the sluice wall and small concrete cracks on the center pier, minor paint peeling on the downstream face of the gate and sluice walls and a crack in the concrete between the center pier and the energy dissipators.

It is recommended under routine maintenance to repair the concrete cracks at the gate seat and center pier and also correct the erosion of the western downstream apron. The trash screen supports and the erosion of the canal slope downstream of the eastern apron shall be monitored.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-13

Structure S-13 consists of two D560 Amil gates. This structure is located on the C-1 Canal, south of Epcot Center Drive.

This structure was rehabilitated in FY13. In 2020 the broken and corroded trash screen cables were replaced and new staff gauges were installed. In early 2022 the downstream apron erosion was corrected.

The inspection revealed there is minor pitting of the concrete sluice walls, one crack in the sluice wall near the gate seat that is approximately 18-in long and minor hairline cracking on the upstream east wingwall and downstream west wingwall at the corner joint on the top of the wall. Minor corrosion was observed along the various metallic gate components with moderate corrosion occurring at the trash screen support I-beam. Erosion of the downstream west apron and downstream east canal bank was observed.

Under routine maintenance it is recommended the concrete crack in the sluice wall, the trash screen support and the downstream apron erosion be repaired. The downstream side slope erosion shall be monitored.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-14

Structure S-14 consists of one D710 Amil gate. This structure is located on the C-1 Canal, west of Bonnet Creek Parkway and south of Disney Vacation Club Way.

The broken gate chain was replaced, and new staff gauges were installed in 2020. The structure was previously repainted in FY 2014. The bank erosion and the undermining of the west downstream apron caused by the 2022 hurricanes were repaired in FY 2024.

The inspection revealed there is concrete pitting of the sluice walls located just downstream of the gate closures and the sluice floor. There are multiple cracks and spalls in the wing walls & sluice walls though no exposed reinforcing steel was observed. The tubular gate arms, gusset plates, shock absorbers, gate top plate, gate edge closure strips and vertical trash screen guides are moderately to heavily rusted and scaled with the heaviest corrosion occurring at and below the waterline. The gate faces are rusted and pitted, 1" to 2" holes are located at the downstream corners of the top plate, and a 10" hole is located along the lower western tubular gate arm. Moderate pitting of the downstream apron was noted.

It is recommended to do immediate maintenance on the gate to realign the trash screen and to rehabilitate the lower tubular arms to address the 10" hole and any corrosion. In FY 2026, it is recommended to do further maintenance to address the sluice walls, gate top plate, and gate seal ahead of this structure being programed for major rehabilitation.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-15

Structure S-15 consists of two D315 Amil gates. This structure is located on the C-1 Canal, south of South Lake.

New staff gauges were installed in 2020. During 2021, the shocks were replaced, and the structure greased. In early 2022 the apron erosion was repaired and trash screens were adjusted. In 2024, the ballast tanks were tapped, excess water was pumped out, however, no leaks were found.

The inspection revealed there is mild pitting of the wingwalls, aprons and sluice walls; moderate to severe pitting of the sluice floors and energy dissipators; small spalls and minor cracks on the sluice walls and downstream wingwalls; the paint is peeling on all concrete surfaces; minor corrosion on the upstream gate faces and tubular gate supports; severe corrosion along the gate edges; the I-beam trash screen support is severely corroded; and the canal slope downstream of the structure is experiencing erosion and undermining is occurring of the downstream concrete aprons.

It is recommended that the erosion of the concrete aprons and the trash screen supports be repaired under routine maintenance. Potential ballast leaks shall be monitored.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-40

Structure S-40 consists of two D710 Amil gates. This structure is located on Reedy Creek, south of U.S. 192.

This structure was completely rehabilitated in FY12. The cracks and spalls above and below the water line were repaired. The steel gate leaves were replaced, and the structure has been completely coated. During 2020 debris was removed from upstream, the trash screen cables were replaced, and the trash screen was realigned that was out of position. In addition, the staff gauges were replaced. In 2022, the structure had routine maintenance performed to replace the shock absorbers and the broken weld and cracked support tubular frame caused by the 2022 hurricanes.

The inspection revealed there is minor debris upstream of the gate and minor erosion around the eastern upstream endwall. Minor corrosion was observed on the gate chains, shocks, gate edges, trash screen, and lower tubular frames; paint on the gates and center pier is peeling; both gates have hairline cracking on the sluice walls at the gate seats; there is a crack in the center pier and a hairline crack in the eastern sluice wall; and erosion was observed downstream of the structure and undermining along the apron floor with separation of apron and the previous sheetpile repair.

It is recommended under routing maintenance to repair the cracks along the sluice walls. Engineering evaluation should be completed to provide repair recommendations for downstream erosion and undermining.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-46

Structure S-46 consists of two D280 Amil gates. This structure is located on the north end of the C-4 Canal, south of Reedy Lake.

This structure was completely rehabilitated in FY13. The cracks and spalls above and below the water line were repaired. The steel gate leaves were repaired, and the structure was completely coated. In 2019 the shock absorber mount was repaired where it had previously sheared off. In addition, the shocks were replaced, and the ballast tanks were tapped and checked to ensure no leaks were present. In 2020, new staff gauges were installed. In 2022, the erosion under the downstream aprons was repaired and the ballast access hole was sealed. Debris was removed, eyebolts for the trash screens were replaced and the concrete cracks on the downstream eastern sluice wall and downstream aprons have been repaired in 2024.

The inspection revealed typical corrosion present on the tubular support frame and along the edges of the downstream gate face and moderate to severe corrosion is present on the bottom of the gusset plates and bolts. There is minor pitting along the concrete sluice floor and walls immediately downstream of the gate; all concrete walls have paint peeling. There are three small spalls along the downstream sluice walls and center pier, and one concrete crack along the center pier. The downstream eastern apron has joint separation between the slabs.

The gate deck has in the past experienced excessively heavy traffic in excess of the H-15 load rating for this deck. This has resulted in deterioration of that deck. Deck replacement will be programmed in the upcoming years. At the time of deck replacement, the structure should be repainted. In the meantime, heavy loading continues to be restricted.

It is recommended under routing maintenance to rebalance the gates and repair the spalls.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-101

Structure S-101 consists of one D560 Amil gate. This structure is located on the L-101 Canal, north of Buena Vista Drive.

New staff gauges were installed in 2020. The gate shocks were replaced, and the structure was greased in 2021 and the erosion located under the downstream aprons and adjacent canal slopes caused by the 2022 hurricanes was corrected. The structure was repainted and minor cracks above the control level were repaired in 2024.

The inspection revealed there is concrete pitting along the wingwalls and sluice walls; the tubular gate frames, gusset plates, gate edge closure strips and downstream face of gate and the vertical supports for the trash screens are rusted; the downstream aprons and the energy dissipators are pitted, with one severe spall on an energy dissipator with exposed rebar. Multiple spalls and a crack in the concrete wingwalls and sluice walls were observed; the upstream western wingwall and the sluice wall have extensive spalling. There is minor erosion on the eastern bank above the downstream apron and erosion along the upstream banks, both sides.

It is recommended that Structure S-101 be added to the Major Rehabilitative / Non-Routine Program in the coming years. Ahead of major rehabilitation, routine maintenance should address the more severe spalls and cracks as able, as well as the energy dissipator spall.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-101A

Structure S-101A consists of 35-foot-long Sharp Crested Weir with two 60-in diameter reinforced concrete pipes under Buena Vista Drive. This structure is located north of Hotel Plaza Boulevard, under Buena Vista Drive, between Black Lake and Village Lake.

In 2020 the two pipes crossing under Buena Vista Drive were lined to correct joint degradation between the pipes and the headwall. At that time, new staff gauges were installed. Two loose grate slots were welded in 2024.

The inspection revealed there is one small spall in the eastern corner of the upstream concrete weir box and two small spalls in the headwall downstream between the two pipes. Moderate rust is present on the connector angle between the sheet pile wall and the headwall downstream; the eastern downstream sheet pile has small leaks at the joints due to moderate corrosion along joints; and a spall was observed along the downstream sheet pile cap. The concrete support beam within the structure is pitted with minor spalls. There is minor erosion and undermining of the downstream western endwall cap.

No repairs are required at this time.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-103A

Structure S-103A consists of two D355 Amil gates. This structure is located on the L-103 Canal, near Buena Vista Drive North.

Minor repairs have been on-going at this structure. The upstream channel was partially dredged in 2019; however, at that time it was found that subsequent to the structure installation in the late 1960's, utilities had been installed upstream of the gate at an elevation that prevented the dredging to reach full depth. The trash screen cables were replaced, and new staff gauges were installed in 2020. In 2022, the downstream erosion under the aprons was repaired; the shocks were replaced, and the structure was greased. In 2024, the ballast tanks were tapped and checked to ensure no leaks were present.

The inspection revealed an increase in the shoaling upstream of the gate; intermittent cracking along the sluice walls and wingwalls; moderate concrete pitting of the sluice walls and floor; moderate pitting of the energy dissipators; moderate rust on tubular gate frames and gusset plates; corrosion along gate edge closure strips and vertical trash screen supports; and a crack on the downstream wingwall was observed to be leaking with efflorescence present. The trash screens are misaligned and broken. The canal slope upstream of the structure is experiencing erosion. There is erosion along the downstream canal bank with undermining of the southern apron.

It is recommended that the bank erosion both upstream and downstream of the structure, the concrete crack and the trash screen support be repaired, and the broken trash screen be repaired and realigned under routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-105

Structure S-105 consists of two D355 Amil gates. This structure is located on the L-105 Canal, north of Vista Boulevard.

This structure underwent major repairs in 2010 to address cracks and spalls located along the sluice walls and wingwalls. At that time, all concrete surfaces were coated. In 2017, the steel gate and support structure were reconstructed and all structure components above the water line were repainted; new staff gauges were installed in 2020. In 2022, all of the shock absorbers were replaced.

The inspection revealed mild concrete pitting of the wingwalls, energy dissipators and aprons and moderate concrete pitting of the sluice floor, center pier and downstream sluice walls with a couple moderate to severe spalls. There is minor spalling on the wingwalls and corrosion present on the gate faces, sluice gate valve and vertical guides for the trash screen and cracks were observed along the walkway supports. A crack in the eastern wingwall with spalls that extends from the top of the structure to the floor. There is minor shoaling upstream of the gates and minor siltation downstream of the gates. Erosion is occurring behind both upstream wingwalls and along the edge of the downstream east apron which has become partially undermined at waterline.

The concrete cracks in the eastern wingwall and along the walkway support as well as the moderate to severe spalls should be addressed in routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-105A

Structure S-105A consists of one D355 Amil gate. This structure is located on the L-105 Canal at Bay Lake.

Rehabilitation work was completed during FY14. The gate shock was replaced, the structure greased, and the gate chain removed in 2021. In 2022, the shock connection was repaired. In 2024, the ballast tanks were tapped, excess water was pumped out, and the leaks were sealed.

The inspection revealed there is minor shoaling downstream with about 2-in to 3-in of silt deposit on the downstream aprons. There is minor concrete pitting on the downstream sluice floors and energy dissipators and minor corrosion of the downstream gate edges, tubular support frames, trash screens and gusset plates. There is moderate rust along the ballast joints. Minor concrete cracking at the top of the upstream wingwall; a crack in the wall at the bearing platform, and erosion behind the upstream wingwalls and under the western downstream apron.

It is recommended that the erosion of the downstream apron and the crack at the gate bearing grout pocket be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-401A

Structure S-401A consists of a 65-ft Steel Sharp Crested Weir. This structure is located on the L-401 Canal, west of World Drive and south of Osceola Parkway.

Non-routine maintenance was performed during FY12, and the entire steel structure coated above the water line; new staff gauges were installed during 2020.

The inspection revealed there is mild corrosion on the sheets, extensive section loss on the cap of the sheet pile wall; the sluice gate shaft and frame have moderate corrosion below the water line; there are minor concrete cracks and pitting on the upstream headwall at the waterline; the downstream headwall has moderate cracking.

Evaluation should occur regarding the sluice frame and weir cap regarding future rehabilitation and replacement options.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-402D

Structure S-402D consists of a Steel Sharp Crested Weir. This structure is located on the L-402 Canal, east of World Drive and north of Osceola Parkway.

Non-routine maintenance was performed during FY12, and the entire steel structure coated above the water line; new staff gauges were installed in 2020.

The inspection revealed the sheets are in good condition, with minor flaking and rust occurring near the sluice gate and a few heavy spots of rust near joints. There is minor corrosion and rust on the sluice gate frame and shaft. The sluice gate was unable to be closed, therefore it was unable to be inspected. The downstream riprap appears to be starting to fail with areas of exposed filter fabric.

It is recommended to perform a detailed inspection of the sluice gate to determine if operation is impacted by debris or structural damage. Recommended riprap concerns be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-403

Structure S-403 consists of a 243-ft Broad Crested Weir. This structure is located on the L-403 Canal, east of Epcot Resorts Boulevard. The structure was constructed in 2019.

The inspection revealed the concrete cap has very minor spalling occurring on the upstream side, along the bottom corner of the cap. Hairline cracks in the concrete cap with staining are developing. In addition, the previously repaired cracks on the top of the cap have resurfaced and peeling in the epoxy starting. The upstream side of the sheet pile has minor surface rust at and just below the water surface. Both sides of the sheet pile have minor rust forming along the joints of the sheet pile and intermittently along the sheets. Minor erosion is also starting to occur around the top corner of the cap on the south embankment.

No structural repairs are required at this time.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-403A

Structure S-403A consists of two D630 Amil gates. This structure is located on the L-403 Canal, west of World Drive and north of Buena Vista Drive.

The intermittent non-structural cracks located along the sluice walls, center pier, center catwalk pedestal and wingwalls have been previously repaired. The shock absorbers were replaced in 2018 and the southern gate was painted. New staff gauges were installed in 2020, the northern gate was checked to confirm no water had entered the ballast and downstream apron erosion was corrected in early 2022.

The inspection revealed there is moderate concrete pitting of the sluice walls, center pier and wingwalls, light to moderate concrete pitting in the sluiceway floor, energy dissipators and downstream apron; small spalls in the downstream wingwall and concrete bridge pile, moderate rust in the tubular gate frames, T-bar support, gusset plates and bolts, gate edge closure strips with the heaviest corrosion occurring at and below the waterline. The trash screen supports are corroded, with significant blistering and flaking and section loss.

It is recommended that gates be rebalanced, the trash screen supports repaired; the remaining minor items to be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-405

Structure S-405 consists of one D800 Amil gate. This structure is located on the L-405 Canal at Bear Island Road.

Rehabilitation work was completed during FY15. During 2020 new staff gauges were installed and a concrete spall along the west gate seat was repaired. In 2021, water was found in the ballast, removed and the ballast resealed to restore normal operations.

The structure sustained considerable damage due to the hurricanes in 2022. This damage included significant spalling at the gate leaf and trunnion support blocks, broken shocks, and significant damage to the trash screens channels/supports and trash screens. Initial repairs were commenced immediately following the hurricanes, including replacing the shocks and adjusting the shock arms, patching the spalls around the gate leaf and support blocks, and removing the damaged trash screens and the supports in order to protect the gate from further damage. Construction plans to address the remaining damage including reinstalling the trash screen supports, replacement of the trash screens and full concrete repair at the damaged areas, as well as to address routine maintenance items were completed in mid-2023.

The inspection revealed the previous spall patches at the gate seat and grout packet at the support blocks are starting to fail, there is minor pitting and a couple minor spalls along the sluice floors, minor rust and paint peeling is occurring on the gate and minor erosion is occurring on the upstream east embankment.

This structure is currently under construction for major rehabilitation during FY 2025 and FY 2026.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-405A

Structure S-405A consists of two D280 Amil gates. This structure is located on the L-405 Canal at the north property line.

This structure was completely rehabilitated in FY14. The cracks and spalls above and below the water line were repaired. The steel gate leaves were repaired, and the structure was completely coated. In 2019, the shocks were replaced, and the gate ballasts were tapped to ensure no leaks were present. In 2020 new staff gauges were installed and in early 2022 the erosion along the downstream aprons was repaired. Water within the eastern ballast was pumped out and bearings were unseized for proper gate operation in 2024.

The inspection revealed minor corrosion on the faces of the gate, trash screen channels and supports; moderate to severe corrosion on the gusset plate, gate bolts and the lower third of the tubular support frames; hairline cracks along the downstream sluice wall and center pier; epoxy delamination with a small spall on the center pier; minor pitting on the upstream wingwalls and downstream sluice walls and floor; minor spalling; and erosion on the upstream endwalls, cutting behind the wing wall. The handrail along the eastern wingwall including the ladder handrail have been damaged and chain post is loose.

It is recommended that the gates be replaced under the Major Rehabilitation Program in FY 26. The ladder handrail and the chain post should be replaced under routine maintenance. The upstream erosion and gate bolts shall be monitored.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-405C

Structure S-405C consists of one D200 Amil gate. This structure is located on the Pilot Canal on the west side of Seven Seas Lagoon.

This structure was completely rehabilitated in FY14. The cracks and spalls above and below the water line were repaired; the steel gate leaf was repaired, and the structure was completely coated at that time. New staff gauges were installed in 2020; a crack in the shock mounting arm was repaired and the shock was replaced in 2021.

The inspection revealed the gate edges and upstream gate face are showing minor surface corrosion, two holes in the top of the gate approximately 0.5-in in diameter; minor erosion occurring behind the upstream sheet pile wing walls; the cap of the sheet pile is loose.

It is recommended that the sheet pile cap be secured, the small holes in the top of gate repaired, and the erosion item listed above be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-405D

Structure S-405 consists of a 575' Steel Sharp Crested Weir. This structure is located within the Spreader Swale for the World Drive Regional Stormwater Management Facility, south of Bear Island Road and Car Care Drive and outfalls southwest into an adjacent wetland that eventually connects to the L-405 Canal. The structure was constructed in 2020.

The inspection revealed the concrete cap has very minor spalling occurring at the northwestern apron and at several locations along the upstream side of the cap. Hairline cracks in the concrete cap and both aprons are developing. In addition, the previously repaired spall on the top of the cap has cracked. Several of the joints along the concrete cap are leaking. No items were noted below water surface. The geoweb is partially exposed towards the southeastern apron and vegetation is growing throughout.

It is recommended that the leaking joints be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-407

Structure S-407 consists of two D500 Amil gates. This structure is located on the L-407 Canal near Floridian Way.

This structure underwent major modifications in FY16. The structure deck was replaced to increase the load capacity, a concrete barrier wall and new guardrail system were installed for added safety; the steel gate was refurbished and painted. The intermittent non-structural cracks located along the sluice walls, center pier, north and south walls and wingwalls have been previously repaired. New staff gauges were installed in 2020. In 2022, the structure had routine maintenance to replace the shock absorbers.

The inspection revealed there is light concrete pitting on the upstream sluice walls, downstream aprons, energy dissipators and wingwalls; moderate to heavy pitting along the downstream sluice walls, center pier and gate floor, especially along the waterline and near the gates; moderate cracks in the sluice walls, varying in length and typically a quarter inch wide and deep (some appear to extend from previously repaired cracks); multiple small spalls that range a few inches in diameter and one to three inches deep are present along the downstream sluice walls and center pier; light corrosion on the gate chains, shocks and gate edges, with minor paint flaking and rust showing through on the gate; moderate corrosion on the gate corners at a previous repair patch, severe corrosion on the top of both gates with holes in the southern gate; corrosion on the trash screen channels and supports with a 8"x8" hole in the southern support; minor shoaling upstream of the structure; and erosion under the downstream south apron that spans the entire length of the apron and is cutting 6' behind the wingwall.

It is recommended that the gate ballast be checked, the gates rebalanced, the small holes on the top of the gate and the southern support repaired and the downstream erosion shall be corrected. The corroded gate edges, moderate spall and concrete cracks in the sluice wall shall also be addressed as part of routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-410

Structure S-410 consists of two D280 Amil gates. This structure is located on the L-410 Canal, west of Bear Island Road.

This structure was completely rehabilitated in FY14. The cracks and spalls above and below the water line were repaired; the steel gate leaves were repaired, and the structure was completely coated. In 2019 the shocks were replaced, the ballast was tapped and a leak in the ballast repaired, and the structure was greased. In 2020 new staff gauges were installed on the structure and in early 2022 the erosion under the downstream aprons was repaired.

The inspection revealed the paint along the structure walls is starting to peel; an epoxy patch previously applied is delaminating on the upstream sluice wall; there is minor corrosion on the lower third of the tubular gate frame, gusset plates, and along the gate edges; corrosion on the trash screen support beam below the water level and the bottom ends of the tubular support frame; moderate concrete crack on the downstream sluice wall; a moderate spall at the joint of the downstream sluice wall, two small spalls are present on the energy dissipators, and the bank access has been eroded.

It is recommended the crack and spall at the joint of the downstream sluice wall and the small site of apron undermining downstream should be monitored. The gates should be rebalanced, the trash screen supports and bank access erosion repaired.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-410B

S-410B is a 30-foot-long Steel Sharp Crested Weir. The structure is located on the 410 Canal, just east of Animal Kingdom.

The inspection revealed minor corrosion on the sheets, primarily located along the water line and minor rust flaking is occurring.

No repairs are recommended at this time.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-411

Structure S-411 consists of two D280 Amil gates. This structure is located on the L-411 Canal near the D-5 canal.

This structure was completely rehabilitated in FY14. The cracks and spalls above and below the water line were repaired; the steel gate leaves were repaired, and the structure was completely coated. In 2019 the shocks were replaced, the ballasts were tapped and checked for leaks and the structure was greased. In 2020 new staff gauges were installed.

The inspection revealed that minor rust has formed along the access ladder and walkway bolts, trash screen channels, ballast welds and gate edges; corrosion has occurred along the bottom 6 inches of the gusset plates; the paint along the sluice walls is peeling and a small spall is present on the sluice wall downstream of the southern gate; there is minor pitting along the sluice floor; a moderate crack is present on the north downstream apron; minor erosion is present at the ends of the upstream wingwalls; minor pitting and one small spall on the north wingwall; and signs of seepage staining was observed at the joint between the sluice wall and wingwall.

The joint between the sluice wall & wing wall should be sealed and the gate should be rebalanced. No other repairs are recommended at this time.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure V-6-A

Structure V-6-A consists of two 48-inch diameter reinforced concrete pipes with a Sluice gate on each end. This structure is located on the C-1 Canal, south of U.S. 192.

In 2020, new staff gauges were installed, debris was removed from upstream of the sluice gates and approximately one fourth of the upstream decking was replaced.

The inspection revealed that the north sluice gate is inoperable and cannot be completely closed. It is unclear if there is debris stuck in the sluice gate or if the gate is damaged. In addition, both sluice gates are loose. The upstream and downstream wooden decks have areas of wood rot and some loose planks and railings.

It is recommended the sluice gate be re-secured to the deck and to investigate if debris is blocking the pipe. Sluice gate replacement (if necessary) and scope of deck repair work shall be detailed so that this work can be programmed in an upcoming fiscal year.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 5.3

Board Meeting Date: 12/19/2025

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

Department: Utilities

STAFF REPORT: Electric Utility Reliability Compliance Program Report

BACKGROUND:

As required in the District's Electric Reliability Compliance Program (ERCP), Reedy Creek Energy Services (RCES) provides the following summary of the electric utility's reliability compliance activities for the Central Florida Tourism Oversight District (CFTOD) covering the period from April 1, 2024, through October 31, 2025.

- **Compliance committee and program updates:** The Executive Compliance Committee (ECC) transitioned from quarterly to semi-annual meetings, increased electric utility customer representation, and updated the Electric Reliability Compliance Program (ERCP) document to reflect organizational changes from RCID to CFTOD. The latest revision was signed in November 2025.
- **Surveys, audits, and certifications:** The 2024 Inherent Risk Assessment Survey was completed with a lower inherent risk ranking, and the 2023 and 2024 internal North America Electric Reliability Corporation (NERC) self-audits found no non-compliance. Various self-certifications and attestations were submitted regarding standards CIP-002-5.1a, CIP-003-8, and PRC-023-4 R5, confirming non-applicability or compliance.
- **Data requests and inventory adjustments:** The Southeastern Electric Reliability Corporation (SERC) requested additional information on certain District diesel generators listed as out of service. RCES reviewed the units out of service. Two units are no longer needed and will be removed from the SERC inventory database in August 2025.
- **Cybersecurity incident and alerts:** In March 2025, the Florida Reliability Coordinating Council notified RCES about an unsuccessful cyber-attack on a Florida utility. Learnings were shared from this incident. RCES reviewed the learnings and determined that the District's systems had already received patches that mitigated the identified vulnerabilities. Additionally, NERC alerts related to large load interconnection were acknowledged and responded ahead of deadlines.

SUPPORT MATERIALS: N/A



Central Florida Tourism Oversight District

Board of Supervisors Meeting

REGULAR MEETING MINUTES

November 21, 2025

On Friday, November 21, 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 John Gilbert
Supervisor Scott Workman

Via Virtual:

Supervisor Brian Aungst Jr.

Board of Supervisors Absent:

Supervisor Ziegler

CFTOD Staff:

Deputy District Administrator Mike Crikis
Chief Financial Officer Susan Higginbotham
Chief Strategic Officer Chad Colby
District Attorney Roy Payne
District Clerk Alycia Mills
Director of Security and Emergency Management Tanya Naylor
Reedy Creek Energy Services Director Chris Ferraro
Director of Human Resources Michele Dicus
Contracting Officer Tiffany Kimball
Assistant Chief – Operations Roger Smith
Director of Environmental Sciences Wendy Duncan
Director of Construction Management Craig Sandt
Director of Facilities Douglas Henley
Building & Safety Manager Joey Rodriguez
Construction Management Manager Alex Forth
Internal Risk Manager Eddie Fernandez

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 Susan Higginbotham.

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 Gilbert moved to approve the Consent Agenda. Supervisor Workman second.

Vote: Motion carried unanimously.

6. REPORTS

6.1 Management Report

Deputy District Administrator Mike Crikis provided an update on the District's "Field of Dreamers" co-ed softball team. The team, led and organized by Joey Rodriguez, achieved a significant milestone this season—winning the Fall Tournament for the first time in 16 years.

Next, on the weekend of October 24th, the District Fire Department and AdventHealth provided medical support for the 2025 Disney Wine & Dine Half Marathon Weekend, which hosted approximately 39,000 runners, including Supervisor Aungst. The District will support the next Run Disney event, the Walt Disney World Marathon Weekend, January 8-11, 2026.

Lastly on November 4, the District priced \$81.3M in tax-exempt Utility Revenue Bonds and \$88.1M in taxable bonds. Demand exceeded availability by over three times, with 21 institutional investors participating. The transaction is set to close on November 25, with funds received the same day.

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

Director of Reedy Creek Energy Services Chris Ferraro presented information on Item 7.1 and recommended Board approval to award three-year continuing service agreements to Harper Limbach LLC, Garney Companies, Inc., and Southland Construction Incorporated for urgent general construction repair and maintenance services, authorizing the district administrator to execute each contract not to exceed \$3 million per contractor with two optional two-year renewals.

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

Vote: Motion approved unanimously

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

Director of Reedy Creek Energy Services Chris Ferraro presented information on Item 7.2 and recommended Board approval to establish a \$7 million initial budget for the Studio South Central Energy Plant expansion project, including allowances for professional services (\$500,000), procurement of owner furnished materials (\$1.5 million), and RCES design support services fees (\$200,000), all with a 10% contingency, subject to the district closing on the series 2025 bonds previously approved on October 24, 2025 by resolution 682.

Chair Yarbrough thanked Director Ferraro and her team for their excellent work on emergency repairs, noting that while this work is often not visible, it is critical for keeping guests, visitors, and district personnel safe, and expressed appreciation in advance for the substantial workload ahead as new resources and projects are implemented.

There was no other Board discussion or comment.

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

Vote: Motion approved unanimously

8. OTHER BUSINESS

No other business was brought forward

9. ADJOURN

There being no further business, Chair Yarbrough adjourned the meeting at 10:42 a.m.

ATTESTED THIS 19th day of December

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 6.2

Board Meeting Date: 12/19/2025

Subject: Two Partial Releases of the Wildlife Management Conservation Area (WMCA)

Presented By: Katherine Luetzow, P.E., Director, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item 6.2 authorizing the District Administrator to execute two partial releases of the WMCA Easement.

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

As part of the Moving Florida Forward and Moving I-4 Forward Initiatives, the Florida Department of Transportation (FDOT) has been working to design and construct improvements to Interstate 4 (SR 400) and the proposed Poinciana Connector (SR 538) in Osceola County. FDOT is currently in the final phases of environmental resource permitting with South Florida Water Management District (SFWMD) and the United States Army Corps of Engineers (USACE) for a portion of this work. As part of this effort, FDOT is proposing to impact a small amount of property owned by the District along the roadway corridors. As the entity constructing the road project, FDOT, not the District, is the applicant for these permits and has requested the District's cooperation.

The portion of District property being impacted is located within an existing dedicated onsite water storage and wildlife corridor called the Wildlife Management Conservation Area (WMCA). This area was formally dedicated in two easements: one with SFWMD and one with the Florida Department of Environmental Protection (FDEP). In addition, this area was evaluated and credited to Walt Disney Parks and Resorts, U.S., Inc. as part of the overall wetland mitigation strategy with both SFWMD and the United States Army Corps of Engineers (USACE).

As part of FDOT's permit requirements, an alternative offsite property has been identified and will be placed under conservation easements with the agencies to offset the functional loss caused by the proposed partial releases. The remaining balance of the WMCA is not affected and is still bound by the active easements.

Due to FDOT's aggressive construction schedule, and in order to ensure timely issuance of the permits, FDOT is requesting that the District execute the partial releases prior to negotiating the transfer of the District property to FDOT. While SFWMD has indicated they will process the partial releases and issue the permit without the District's participation, FDEP will not and is requiring that the releases be signed by the District as the current landowner. As such, FDOT has requested CFTOD's cooperation by approving and executing the partial releases to facilitate the roadway construction.

FINDINGS AND CONCLUSIONS: Staff understand the vital importance that Interstate 4 serves not only to the various guests, residents and employees that work in the District, but to the greater Central Florida community. That said, Staff have coordinated with FDOT throughout the project to minimize impacts and risks to the area and CFTOD to the greatest extent possible. FDOT also understands the criticality of the CFTOD/WDW Long Term Conceptual Permit with SFWMD and USACE and the associated Walt Disney Parks and Resorts, U.S. Inc mitigation components that are present in the areas

being impacted. As such, and in collaboration and understanding with Walt Disney Parks and Resorts, U.S. Inc, Staff recommends the Board authorize the District Administrator to execute a Partial Release of Easement for Parcel 116 and for Parcel 162.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Partial Release of Conservation Easement – Parcel 116

Partial Release of Conservation Easement – Parcel 162

This instrument prepared by
Tammy Mackey
Under the direction of
J. RYAN MAHLER, II, ATTORNEY
Florida Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 116.04
SECTION 92130
F.P. NO. 431456 1
STATE ROAD 400
COUNTY OSCEOLA

PARTIAL RELEASE OF CONSERVATION EASEMENT

This Partial Release of Conservation Easement (“Partial Release”) is made this ____ day of _____, 20____, and between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** (“Department”), f/k/a STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION, whose mailing address is 3319 Maguire Blvd., Suite 232, Orlando, Florida 32803-3767, and **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT** (“Owner”), whose mailing address is 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830.

WITNESSETH:

WHEREAS, the State of Florida Department of Environmental Regulation issued Permit No. 48, 49&532039239 to the Walt Disney World Company on December 8, 1992 (“Original Permit”). Pursuant to the Original Permit, on December 22, 1992, Madeira Land Company, Inc., a Delaware corporation, Walt Disney Travel Co., Inc., a Delaware corporation; The Celebration Company, a Florida corporation, and Walt Disney World Co., a Delaware corporation, granted the State of Florida Department of Environmental Regulation a Deed of Conservation Easement as recorded in Official Record Book 1154, Page 648, Public Records of Osceola County, Florida (“Conservation Easement”); and

WHEREAS, in cooperation with the Florida Department of Transportation (“FDOT”) and to facilitate FDOT’s construction of the Interstate 4 (SR 400) and Poinciana Connector (SR 538) roadway improvements, the Central Florida Tourism Oversight District, as successor in interest to the original grantors, has requested that the Department release a portion of the Conservation Easement as described in Exhibit A (the “Release Parcel”) in exchange for providing alternative mitigation adequate to satisfy the associated functional gain and loss offset by the Release Parcel within the original Conservation Easement; and

WHEREAS, the Department agrees that the proposed alternative mitigation satisfies the regulatory requirement to offset the functional gain and loss offset by the Release Parcel and therefore the Release Parcel may be released from the Conservation Easement.

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NOW, THEREFORE, the Department terminates and releases the conservation easement over the Release Parcel as described in Exhibit A without impairing the operation and effect of the Conservation Easement as to the remainder of the original premises.

IN WITNESS WHEREOF, the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of two witnesses or Corporate Seal required by Florida Law

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS: _____

By: _____ (SEAL)
Aaron Watkins, Director of District Management
Central District Office

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by Aaron Watkins, Director of District Management, Central District Office, State of Florida Department of Environmental Protection, on behalf of the State of Florida Department of Environmental Protection. He is personally known to me or has produced _____, as identification.

Signature, Notary Public, State of Florida

Print/Type Name: _____

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My Commission Expires: _____
Commission Number: _____

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**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT**

By: _____

Printed Name: _____

Printed Title: _____

Address: _____

WITNESSES:

Signature
Print Name: _____
Address: _____

Signature
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name), as _____ (title) for and on behalf of the Central Florida Tourism Oversight District, who is personally known to me or who has produced _____ as identification.

Signature, Notary Public, State of Florida

Print/Type Name: _____

My Commission Expires: _____

Commission Number: _____

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EXHIBIT A – RELEASE PARCEL

**SKETCH AND DESCRIPTION
 FOR PARCEL 116A (PARTIAL)**

GENERAL NOTES:

1. THIS SKETCH OF DESCRIPTION IS SUPPORTED BY A RIGHT OF WAY CONTROL SURVEY, SECTION NO. 92130, F.P. NO. 431456-1, DATED JULY 24, 2019, PREPARED UNDER THE RESPONSIBLE CHARGE OF H. PAUL deVIVERO, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4990, A SPECIFIC PURPOSE SURVEY DATED MAY 8, 2019, SECTION 16320, F.P. NO. 201210-3, PREPARED BY DEWBERRY ENGINEERS, INC., UNDER THE DIRECTION OF WILLIAM E. BYRD, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5442, AND A SPECIFIC PURPOSE SURVEY DATED JULY 28, 2025, SECTION 92130, F.P. NO. 431456-1, PREPARED BY SOUTHEASTERN SURVEYING AND MAPPING CORPORATION, UNDER THE DIRECTION OF THOMAS K. MEAD, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5624, CERTIFIED COPIES OF THESE SURVEYS ARE FILED IN THE SURVEYING AND MAPPING UNIT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE OFFICE, DELAND, VOLUSIA COUNTY, FLORIDA.
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT, AS ESTABLISHED FROM GLOBAL POSITIONING NETWORK 21501, FILED IN THE SURVEYING AND MAPPING UNIT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE OFFICE, DELAND, FLORIDA, DERIVING A BEARING OF SOUTH 00°07'07" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST.
3. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. RECORDS REFERRING TO OFFICIAL RECORDS BOOK AND PAGE, PLAT BOOK AND PAGE, MAP BOOK AND PAGE, DEED BOOK AND PAGE, OR CONDOMINIUM BOOK AND PAGE ARE ARCHIVED IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
5. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
6. THIS PARCEL SKETCH IS NOT COMPLETE WITHOUT ALL FOUR (4) SHEETS.

LEGEND

- | | | |
|---|---------------------------------|-----------------------------|
| (C) = CALCULATED | L = LENGTH | P = PROPERTY LINE |
| CH = CHORD BEARING | LA = LIMITED ACCESS | POB = POINT OF BEGINNING |
| CD = CHORD DISTANCE | LB = LICENSED BUSINESS | POC = POINT OF COMMENCEMENT |
| COR = CORNER | LS = LICENSED SURVEYOR | R = RADIUS |
| Δ = DELTA | LLC = LIMITED LIABILITY COMPANY | R/W = RIGHT OF WAY |
| (D) = DEED MEASUREMENT | NT = NON-TANGENT | SEC = SECTION |
| F.P. = FINANCIAL PROJECT | NO. = NUMBER | SQ = SQUARE |
| FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION | ORB = OFFICIAL RECORDS BOOK | TB = TANGENT BEARING |
| FT = FEET | PG = PAGE | ± = PLUS OR MINUS |
| HQ = HEADQUARTERS | PB = PLAT BOOK | |
| ID = IDENTIFICATION | (P) = PLAT INFORMATION | |

I hereby certify that this sketch and description meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative code pursuant to Section 472.027, Florida Statutes.

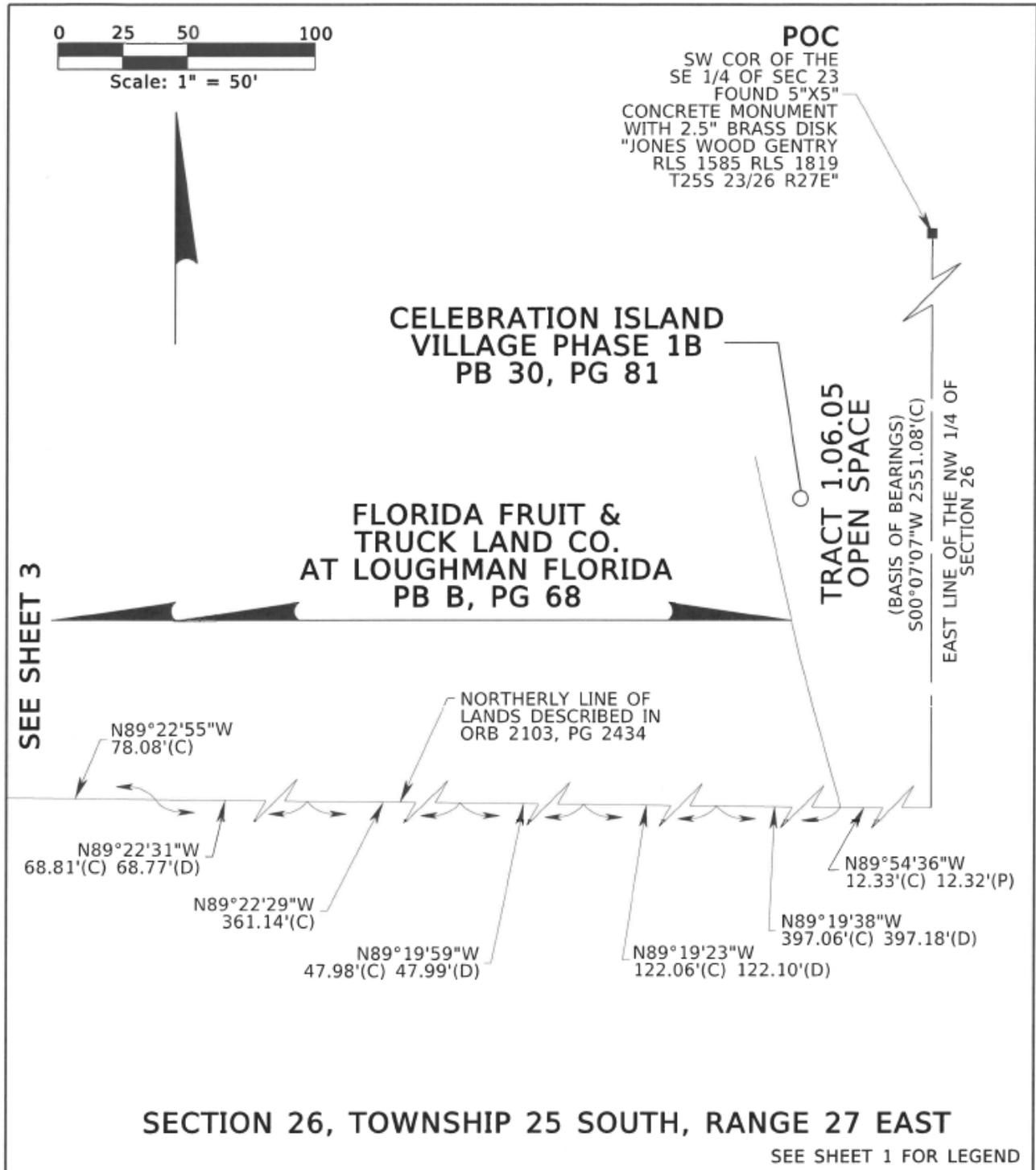
Jeffrey Schwartz
 Digitally signed by Jeffrey Schwartz
 Contact Info: jschwartz@southeasternsurveying.com
 Date: 2025.11.05 13:27:05-05'00'
JEFFREY M. SCHWARTZ DATE
 Professional Surveyor & Mapper License Number: LS6618
 Southeastern Surveying and Mapping Corporation
 6500 All American Boulevard, Orlando, Florida 32810
 Professional Surveyor & Mapper Business License Number: LB2108



The Official Record of this survey is the electronic file digitally signed and sealed under rule 5J-17.062, Florida Administrative Code

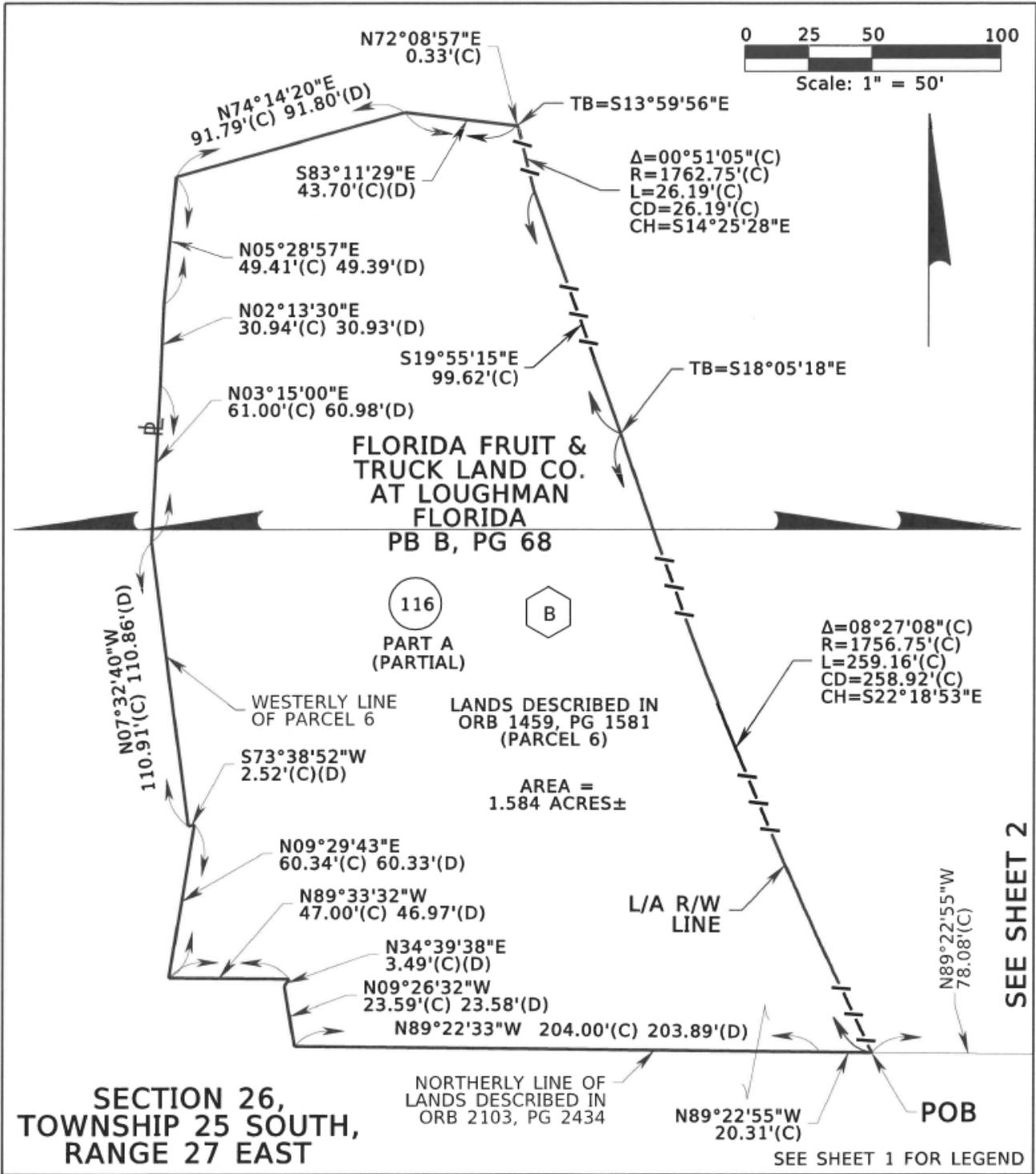
FLORIDA DEPARTMENT OF TRANSPORTATION							
PARCEL SKETCH - NOT A SURVEY							
STATE ROAD NO. 400 (INTERSTATE 4)				OSCEOLA COUNTY			
		BY	DATE	PREPARED BY:	DATA SOURCE:		
		EW	10/31/2025	Southeastern Surveying and Mapping Corporation	SEE GENERAL NOTES		
REVISION	BY	DATE	CHECKED	JS	11/05/2025	F.P. NO. 431456-1	SECTION 92130
						SHEET 1 OF 4	

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		FLORIDA DEPARTMENT OF TRANSPORTATION	
		PARCEL SKETCH - NOT A SURVEY	
		STATE ROAD NO. 400 (INTERSTATE 4)	OSCEOLA COUNTY
	BY	DATE	PREPARED BY: Southeastern Surveying and Mapping Corporation
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	CHECKED	JS	11/05/2025
REVISION	BY	DATE	F.P. NO. 431456-1
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				FLORIDA DEPARTMENT OF TRANSPORTATION			
				PARCEL SKETCH - NOT A SURVEY			
				STATE ROAD NO. 400 (INTERSTATE 4)		OSCEOLA COUNTY	
		BY		DATE		PREPARED BY:	
		DRAWN		10/31/2025		Southeastern Surveying and Mapping Corporation	
		CHECKED		11/05/2025		DATA SOURCE:	
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REVISION		BY		DATE		SECTION 92130	
						SHEET 3 OF 4	

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PARCEL 116A

FEE SIMPLE

THAT PART OF

A parcel of land lying in Section 26, Township 25 South, Range 27 East.

(BEING a portion of the lands described in Official Records Book 1459, Page 1581 (parcel 6), of the Public Records of Osceola County, Florida.)

DESCRIBED AS FOLLOWS:

COMMENCE at a 5"x5" concrete monument with a 2.5" brass disk stamped "JONES WOOD GENTRY RLS 1585 RLS 1819 T25S 23/26 R27E", marking the Southwest corner of the Southeast 1/4 of Section 23, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence South 00°07'07" West along the East line of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, a distance of 2551.08 feet to a point on the Northerly line of lands described in Official Records Book 2103, Page 2434, of the Public Records of Osceola County, Florida; thence the following seven (7) courses along said Northerly line: 1) North 89°54'36" West, a distance of 12.33 feet; 2) North 89°19'38" West, a distance of 397.06 feet; 3) North 89°19'23" West, a distance of 122.06 feet; 4) North 89°19'59" West, a distance of 47.98 feet; 5) North 89°22'29" West, a distance of 361.14 feet; 6) North 89°22'31" West, a distance of 68.81 feet; 7) North 89°22'55" West, a distance of 78.08 feet to the POINT OF BEGINNING; thence continue along said Northerly line the following five (5) courses: 1) North 89°22'55" West, a distance of 20.31 feet; 2) North 89°22'33" West, a distance of 204.00 feet; 3) North 09°26'32" West, a distance of 23.59 feet; 4) North 34°39'38" East, a distance of 3.49 feet; 5) North 89°33'32" West, a distance of 47.00 feet to a point on the Westerly line of parcel 6 of lands described in Official Records Book 1459, Page 1581 of the Public Records of Osceola County, Florida; thence the following nine (9) courses along said Westerly line: 1) North 09°29'43" East, a distance of 60.34 feet; 2) South 73°38'52" West, a distance of 2.52 feet; 3) North 07°32'40" West, a distance of 110.91 feet; 4) North 03°15'00" East, a distance of 61.00 feet; 5) North 02°13'30" East, a distance of 30.94 feet; 6) North 05°28'57" East, a distance of 49.41 feet; 7) North 74°14'20" East, a distance of 91.79 feet; 8) South 83°11'29" East, a distance of 43.70; 9) North 72°08'57" East, a distance of 0.33 feet to a point on a non-tangent curve, concave Northeasterly and having a radius of 1762.75 feet; thence from a tangent bearing of South 13°59'56" East, run Southeasterly 26.19 feet along the arc of said curve, through a central angle of 00°51'05" to the end of said curve; thence South 19°55'15" East, a distance of 99.62 feet to the beginning of a non-tangent curve, concave Northeasterly and having a radius of 1756.75 feet; thence from a tangent bearing of South 18°05'18" East, run Southeasterly 259.16 feet along the arc of said curve, through a central angle of 08°27'08" to the POINT OF BEGINNING.

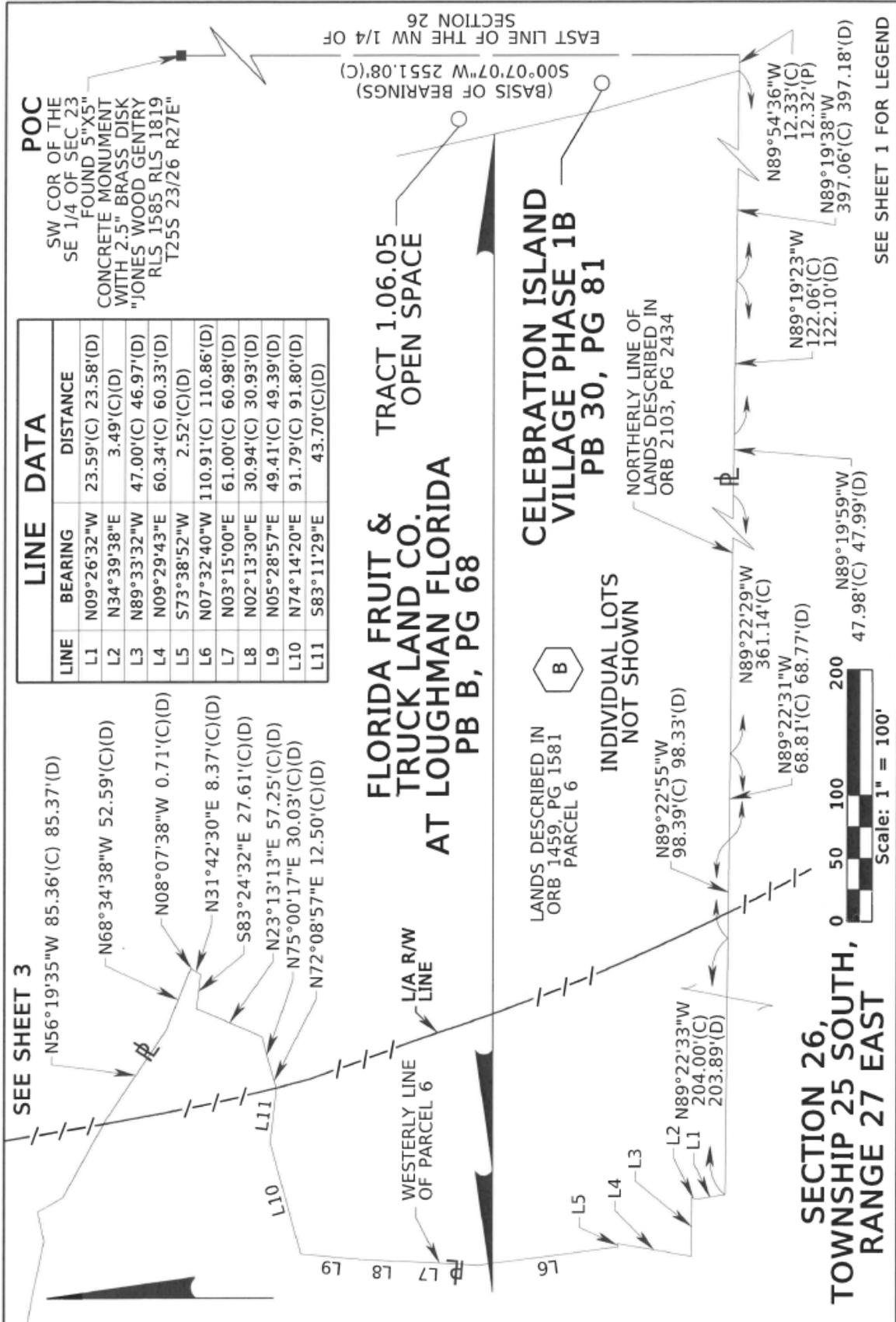
CONTAINING 1.584 acres, more or less.

BSM APPROVED
 BY *[Signature]*
 DATE 11/10/25

SEE SHEET 1 FOR LEGEND

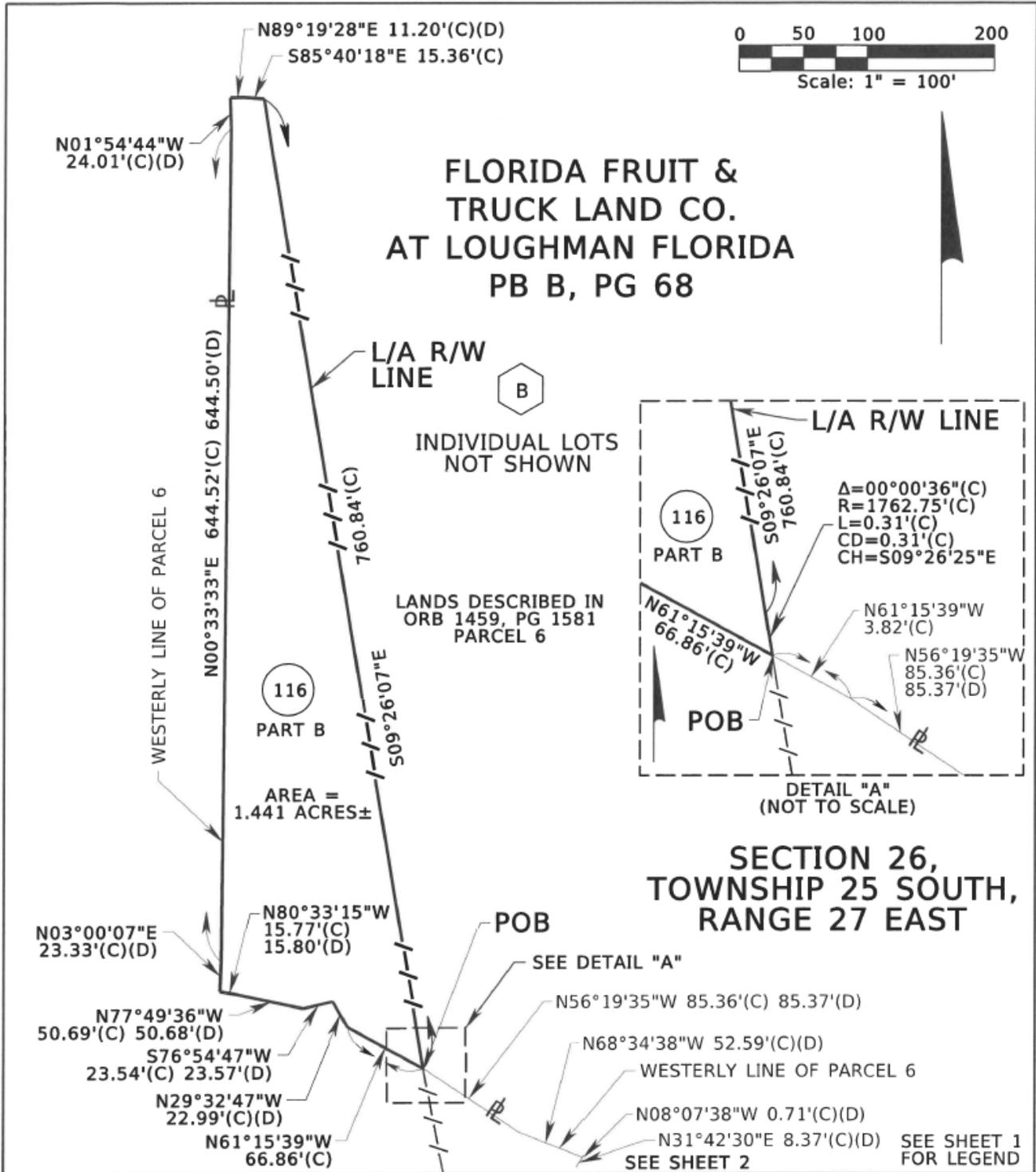
				FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY			
				STATE ROAD NO. 400 (INTERSTATE 4)		OSCEOLA COUNTY	
				BY EW DATE 10/31/2025		PREPARED BY: Southeastern Surveying and Mapping Corporation DATA SOURCE: SEE GENERAL NOTES, SHEET 1	
				DRAWN EW 10/31/2025		CHECKED JS 11/05/2025	
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						SHEET 4 OF 4	

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REVISION		CHECKED BY JS		DATE 11/05/25	
BY		DATE		DATA SOURCE: SEE GENERAL NOTES, SHEET 1	
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FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT SURVEY					
STATE ROAD NO. 400 (INTERSTATE 4)				OSCEOLA COUNTY	
	BY	DATE	PREPARED BY:	DATA SOURCE:	
	EW	10/31/25	Southeastern Surveying and Mapping Corporation	SEE GENERAL NOTES, SHEET 1	
REVISION	BY	DATE	CHECKED	F.P. NO. 431456-1	SECTION 92130
			JS	11/05/25	SHEET 3 OF 4

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PARCEL 116B

FEE SIMPLE

THAT PART OF

A parcel of land lying in Section 26, Township 25 South, Range 27 East.

(BEING a portion of the lands described in Official Records Book 1459, Page 1581 (parcel 6), of the Public Records of Osceola County, Florida.)

DESCRIBED AS FOLLOWS:

COMMENCE at a 5"x5" concrete monument with a 2.5" brass disk stamped "JONES WOOD GENTRY RLS 1585 RLS 1819 T25S 23/26 R27E", marking the Southwest corner of the Southeast 1/4 of Section 23, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence South 00°07'07" West along the East line of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, a distance of 2551.08 feet to a point on the Northerly line of lands described in Official Records Book 2103, Page 2434, of the Public Records of Osceola County, Florida; thence the following eleven (11) courses along said Northerly line: 1) North 89°54'36" West, a distance of 12.33 feet; 2) North 89°19'38" West, a distance of 397.06 feet; 3) North 89°19'23" West, a distance of 122.06 feet; 4) North 89°19'59" West, a distance of 47.98 feet; 5) North 89°22'29" West, a distance of 361.14 feet; 6) North 89°22'31" West, a distance of 68.81 feet; 7) North 89°22'55" West, a distance of 98.39 feet; 8) North 89°22'33" West, a distance of 204.00 feet; 9) North 09°26'32" West, a distance of 23.59 feet; 10) North 34°39'38" East, a distance of 3.49 feet; 11) North 89°33'32" West, a distance of 47.00 feet to a point on the Westerly line of parcel 6 of lands described in Official Records Book 1459, Page 1581 of the Public Records of Osceola County, Florida; thence the following seventeen (17) courses along said Westerly line: 1) North 09°29'43" East, a distance of 60.34 feet; 2) South 73°38'52" West, a distance of 2.52 feet; 3) North 07°32'40" West, a distance of 110.91 feet; 4) North 03°15'00" East, a distance of 61.00 feet; 5) North 02°13'30" East, a distance of 30.94 feet; 6) North 05°28'57" East, a distance of 49.41 feet; 7) North 74°14'20" East, a distance of 91.79 feet; 8) South 83°11'29" East, a distance of 43.70 feet; 9) North 72°08'57" East, a distance of 12.50 feet; 10) North 75°00'17" East, a distance of 30.03 feet; 11) North 23°13'13" East, a distance of 57.25 feet; 12) South 83°24'32" East, a distance of 27.61 feet; 13) North 31°42'30" East, a distance of 8.37 feet; 14) North 08°07'38" West, a distance of 0.71 feet; 15) North 68°34'38" West, a distance of 52.59 feet; 16) North 56°19'35" West, a distance of 85.36 feet; 17) North 61°15'39" West, a distance of 3.82 feet to the POINT OF BEGINNING; thence continue along said Westerly line for the following ten (10) courses: 1) North 61°15'39" West, a distance of 66.86 feet; 2) North 29°32'47" West, a distance of 22.99 feet; 3) South 76°54'47" West, a distance of 23.54 feet; 4) North 77°49'36" West, a distance of 50.69 feet; 5) North 80°33'15" West, a distance of 15.77 feet; 6) North 03°00'07" East, a distance of 23.33 feet; 7) North 00°33'33" East, a distance of 644.52 feet; 8) North 01°54'44" West, a distance of 24.01 feet; 9) North 89°19'28" East, a distance of 11.20 feet; 10) South 85°40'18" East, a distance of 15.36 feet; thence departing said Westerly line, run South 09°26'07" East, a distance of 760.84 feet to the beginning of a curve, concave Northeasterly and having a radius of 1762.75 feet; thence run Southeasterly 0.31 feet along the arc of said curve, through a central angle of 00°00'36" to the POINT OF BEGINNING.

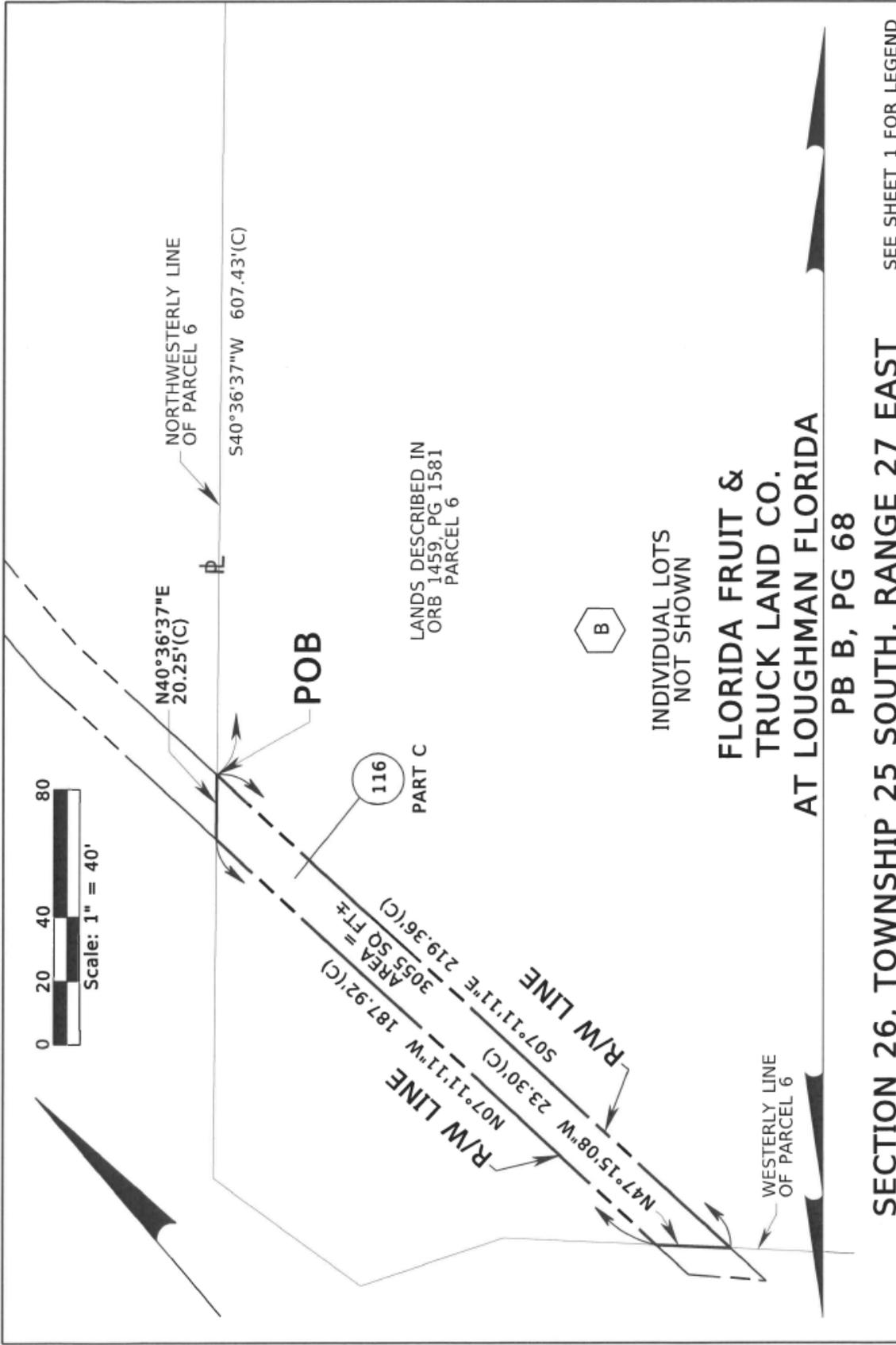
CONTAINING 1.441 acres, more or less.

BSM APPROVED
 BY *[Signature]*
 DATE 11/10/25

SEE SHEET 1 FOR LEGEND

		FLORIDA DEPARTMENT OF TRANSPORTATION	
		PARCEL SKETCH - NOT A SURVEY	
		STATE ROAD NO. 400 (INTERSTATE 4)	OSCEOLA COUNTY
	BY	DATE	PREPARED BY: Southeastern Surveying and Mapping Corporation
	DRAWN	EW	10/31/25
	CHECKED	JS	11/05/25
REVISION	BY	DATE	F.P. NO. 431456-1 SECTION 92130 SHEET 4 OF 4

PARCEL NO. 116.04
 SECTION 92130
 F.P. NO. 431456 1
 PAGE 15



SECTION 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST SEE SHEET 1 FOR LEGEND

FLORIDA DEPARTMENT OF TRANSPORTATION		OSCEOLA COUNTY	
PARCEL SKETCH - NOT A SURVEY		DATA SOURCE: SEE GENERAL NOTES, SHEET 1	
STATE ROAD NO. 400 (INTERSTATE 4)	PREPARED BY: Southeastern Surveying and Mapping Corporation	SECTION 92130	SHEET 3 OF 4
BY: EW	DATE: 10/31/25	F.P. NO. 431456-1	
DRAWN: EW	CHECKED: JS		
REVISION	BY	DATE	

PARCEL NO. 116.04
 SECTION 92130
 F.P. NO. 431456 1
 PAGE 16

PARCEL 116C

FEE SIMPLE

THAT PART OF

A parcel of land lying in Section 26, Township 25 South, Range 27 East.

(BEING a portion of the lands described in Official Records Book 1459, Page 1581 (parcel 6), of the Public Records of Osceola County, Florida.)

DESCRIBED AS FOLLOWS:

Commence at a 5"x5" concrete monument with a 2.5" brass disk stamped "JONES WOOD GENTRY RLS 1585 RLS 1819 T25S 23/26 R27E", marking the Southwest corner of the Southeast 1/4 of Section 23, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence South 89°57'47" West along the South line of the Southwest 1/4 of said Section 23, a distance of 1053.45 feet to a point on the Southerly line of lands described in Official Records Book 2103, Page 2434, of the Public Records of Osceola County, Florida; thence South 40°07'55" West along said Southerly line, a distance of 246.25 feet to the Northernmost corner of lands described in Official Records Book 5214, Page 192, of the Public Records of Osceola County, Florida; thence the following three (3) courses along the Easterly line of said lands: 1) South 61°24'18" East, a distance of 115.15 feet; 2) South 59°45'55" East, a distance of 112.93 feet; 3) South 46°34'07" East, a distance of 111.65 feet to a point on the Northwesterly line of parcel 6 of lands described in Official Records Book 1459, Page 1581, of the Public Records of Osceola County, Florida; thence South 40°36'37" West along said Northwesterly line, a distance of 607.43 feet to the POINT OF BEGINNING; thence South 07°11'11" East, a distance of 219.36 feet to a point on the Westerly line of said lands; thence North 47°15'08" West along said Westerly line, a distance of 23.30 feet; thence North 07°11'11" West, a distance of 187.92 feet to a point on aforementioned Northwesterly line; thence North 40°36'37" East along said Northwesterly line, a distance of 20.25 feet to the POINT OF BEGINNING.

CONTAINING 3,055 square feet, more or less.

BSM APPROVED
 BY *[Signature]*
 DATE 11/10/25

SEE SHEET 1 FOR LEGEND

			FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY			
			STATE ROAD NO. 400 (INTERSTATE 4)		OSCEOLA COUNTY	
			DRAWN EW 10/31/2025		PREPARED BY: Southeastern Surveying and Mapping Corporation	
			CHECKED JS 10/31/2025		DATA SOURCE: SEE GENERAL NOTES, SHEET 1	
REVISION BY DATE			F.P. NO. 431456-1		SECTION 92130 SHEET 4 OF 4	

This instrument prepared by
Tammy Mackey
Under the direction of
J. RYAN MAHLER, II, ATTORNEY
Florida Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 162.03
SECTION 92130
F.P. NO. 431456 1
STATE ROAD 400
COUNTY OSCEOLA

PARTIAL RELEASE OF CONSERVATION EASEMENT

This Partial Release of Conservation Easement (“Partial Release”) is made this ____ day of _____, 20____, and between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** (“Department”), f/k/a STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION, whose mailing address is 3319 Maguire Blvd., Suite 232. Orlando, FL 32803-3767, and **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT** (“Owner”), whose mailing address is 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830.

WITNESSETH:

WHEREAS, the State of Florida Department of Environmental Regulation issued Permit No. 48, 49&532039239 to the Walt Disney World Company on December 8, 1992 (“Original Permit”). Pursuant to the Original Permit, on December 22, 1992, Madeira Land Company, Inc., a Delaware corporation, Walt Disney Travel Co., Inc., a Delaware corporation, The Celebration Company, a Florida corporation, and Walt Disney World Co., a Delaware corporation, granted the State of Florida Department of Environmental Regulation a Deed of Conservation Easement as recorded in Official Record Book 1154, Page 648, Public Records of Osceola County, Florida (“Conservation Easement”); and

WHEREAS, in cooperation with the Florida Department of Transportation (“FDOT”) and to facilitate FDOT’s construction of the Interstate 4 (SR 400) and Poinciana Connector (SR 538) roadway improvements, the Central Florida Tourism Oversight District, as successor in interest to the original grantors, has requested that the Department release a portion of the Conservation Easement as described in Exhibit A (the “Release Parcel”) in exchange for providing alternative mitigation adequate to satisfy the associated functional gain and loss offset by the Release Parcel within the original Conservation Easement; and

WHEREAS, the Department agrees that the proposed alternative mitigation satisfies the regulatory requirement to offset the functional gain and loss offset by the Release Parcel and therefore the Release Parcel may be released from the Conservation Easement.

PARCEL NO. 162.03
SECTION 92130
F.P. NO. 431456 1
PAGE 2

NOW, THEREFORE, the Department terminates and releases the conservation easement over the Release Parcel as described in Exhibit A without impairing the operation and effect of the Conservation Easement as to the remainder of the original premises.

IN WITNESS WHEREOF, the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of two witnesses or Corporate Seal required by Florida Law

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:

By: _____ (SEAL)
Aaron Watkins, Director of District Management
Central District Office

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by Aaron Watkins, Director of District Management, Central District Office, State of Florida Department of Environmental Protection, on behalf of the State of Florida Department of Environmental Protection. He is personally known to me or has produced _____, as identification.

Signature, Notary Public, State of Florida

Print/Type Name: _____

PARCEL NO. 162.03
SECTION 92130
F.P. NO. 431456 1
PAGE 3

My Commission Expires: _____
Commission Number: _____

PARCEL NO. 162.03
SECTION 92130
F.P. NO. 431456 1
PAGE 4

**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT**

By: _____

Printed Name: _____

Printed Title: _____

Address: _____

WITNESSES:

Signature

Print Name: _____

Address: _____

Signature

Print Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____(name), as _____(title) for and on behalf of the Central Florida Tourism Oversight District, who is personally known to me or who has produced _____ as identification.

Signature, Notary Public, State of Florida

Print/Type Name: _____

My Commission Expires: _____

Commission Number: _____

PARCEL NO. 162.03
SECTION 92130
F.P. NO. 431456 1
PAGE 5

EXHIBIT A – RELEASE PARCEL

**PARCEL 162
FEE SIMPLE**

**SECTION 92130
F.P. NO. 431456-1**

THAT PART OF:

A parcel of land lying in Section 23, Township 25 South, Range 27 East, Osceola County, Florida.

(BEING a portion of Parcel 2 of the lands described in Official Records Book 1459, Page 1581, of the Public Records of Osceola County, Florida.)

DESCRIBED AS FOLLOWS:

Commence at a 5"x5" concrete monument with a 2.5" brass disk stamped "JONES WOOD GENTRY RLS 1585 RLS 1819 T25S 23/26 R27E", marking the Southwest corner of the Southeast 1/4 of Section 23, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence North 00°16'08" East along the West line of the Southeast 1/4 of said Section 23, a distance of 1950.20 feet to a point on the existing Northwesterly Limited Access Right of Way Line of State Road 400, as shown on said map and the POINT OF BEGINNING; thence continue North 00°16'08" East along the said West line, a distance of 126.72 feet; thence departing said West line, run South 77°57'59" East, a distance of 4.10 feet; thence North 39°12'58" East, a distance of 17.48 feet to beginning of a non-tangent curve, concave Southeasterly and having a radius of 14890.83 feet; thence from a tangent bearing of North 39°14'59" East, run Northeasterly 1084.68 feet along the arc of said curve, through a central angle of 04°10'25" to the point of tangency; thence North 43°25'24" East, a distance of 204.74 feet to the point of curvature of a curve, concave Northwesterly and having a radius of 17897.17 feet; thence run Northeasterly 987.70 feet along the arc of said curve, through a central angle of 03°09'43" to the end of said curve; thence North 52°00'46" East, a distance of 46.32 feet to a point on said existing Northwesterly Limited Access Right of Way Line; thence the following two (2) courses along said existing Northwesterly Limited Access Right of Way Line: 1) South 35°13'51" West, a distance of 50.52 feet; 2) South 40°07'55" West, a distance of 2387.42 feet to the POINT OF BEGINNING.

TOGETHER WITH all rights of ingress, egress, light, air and view between the Grantor's remaining property and any facility constructed on the above described property.

CONTAINING 2.727 acres, more or less.

BSM: 

DATE: 10/8/25

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 12/19/2025

Subject: 2026 Milling and Resurfacing Pavement Program

Presented by: Craig Sandt, Director of Construction Management

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #7.1** award of a fixed fee contract for the 2026 Milling and Resurfacing Pavement Program with Watson Civil Construction, Inc., and authorize the District Administrator to execute Contract #C006628 in the amount of \$6,763,333 plus 10% contingency for a total amount of \$7,439,667.

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid Released to the Public: October 23, 2025

BACKGROUND:

The 2026 Milling & Resurfacing Pavement Program encompasses critical roadway improvements and safety upgrades, including the following:

- Maintenance of Traffic (MOT) measures and lane closures.
- Erosion and sedimentation control.
- Guardrail removal and replacement to align with updated specifications.
- Milling and resurfacing designated pavement areas.
- Installation of updated pavement markings.

Scope of Work:

The project includes the following locations:

- Milling & Resurfacing - Buena Vista Drive: All Star Resorts to Western Way, Griffin Road: World Drive to U.S. 192, and EPCOT Center Drive (Eastbound): World Drive east for 6,500 feet.
- Guardrail Replacement - World Drive: Northbound, Western Way: Eastbound and westbound, Osceola Parkway: Eastbound and westbound, Buena Vista Drive: Eastbound and westbound, and Hartzog Road: Northbound.

The proposed upgrades aim to enhance roadway safety, comply with current standards, and ensure the longevity of the infrastructure.

FINDINGS AND CONCLUSIONS:

On October 23, 2025, Invitation to Bid #C006628 was released to bid for the 2026 Milling and Resurfacing Pavement Program. A total of four (4) bids were received as follows:

Contractor	Location	Project Bid Amount
Watson Civil Construction, Inc.	St. Augustine, Florida	\$6,763,333.00
Ranger Construction Industries, Inc.	Winter Garden, Florida	\$7,405,212.86
Superior Asphalt, Inc.	Oneco, Florida	\$7,566,165.50
Hubbard Construction Company	Winter Park, Florida	\$7,954,542.81

Watson Civil Construction, Inc., was the lowest responsive and responsible bidder. Staff is recommending approval of Contract #C006628 with Watson Civil Construction, Inc.

FISCAL IMPACT:

Funding for this project is included in the Public Works Division FY2026 Planned Work Accounts #26RDS001 and #26RDS002.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Contract #C006628 – (Watson Civil Construction, Inc.) (PDF)



2026 Milling and Resurfacing Pavement Program

CONTRACT NO.: C006628

PROJECT MANUAL

CONSTRUCTION AGREEMENT

Effective Date: December 19, 2025

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

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

Engineer/Architect of Record: Kissinger Campo & Associates
Pavement Plan Designer 111 N. Magnolia Avenue, Suite 1050
Orlando, Florida 32801

Engineer/Architect of Record: HNTB Corporation
Guardrail Designer 200 Colonial Center Parkway, Suite 200
Lake Mary, Florida 32746

Contractor: Watson Civil Construction, Inc.
319 West Town Place, Suite 25
St. Augustine, Florida 32092

PROJECT MANUAL

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

The following listed documents comprise the Project Manual entitled:

2026 Milling and Resurfacing Pavement Program

CONSTRUCTION AGREEMENT

Contract Number: C006628

CONTRACT DOCUMENTS

- Exhibit A - Scope of Work and List of Contract Documents
- Exhibit B - Project Milestone Schedule
- Exhibit C - Recap of Contract Sum
- Exhibit D - Pending Alternates
- Exhibit E - Unit Price Schedule
- Exhibit F - Special Contract Conditions
- Exhibit G - General Conditions of the Contract for Construction
- Exhibit H - Forms
- Exhibit I - Specification Section 00850 – List of Drawings and Specifications

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

If there is a conflict between the Project Drawings, Specifications and the Exhibits, the precedence is: (1) Drawings, (2) Specifications, then (3) Exhibits.

If there is a conflict between the terms of the Exhibits regarding the scope, the order of precedence is: (1) Exhibit A, (2) Exhibit F, (3) then Exhibit G.

DRAWINGS AND SPECIFICATIONS: Drawings are separately bound. For the List of Drawings and Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled 2026 Milling & Resurfacing Pavement Program, revised December 3, 2025. All Drawings and Specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

PROJECT FILES: Drawings, Specifications, and Requirements are available electronically for viewing and download under the Invitation to Bid ("ITB") C006628: 2026 Milling & Resurfacing Pavement Program at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/134740#> under Documents. All project files contained therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Project files available electronically at the link above:

- Drawings:
 - Buena Vista Drive from All Star to Western Way Resurfacing Pavement Only Project
 - Updated Temporary Detour (04), sheet 19 [posted 11/17/25]
 - Updated Typical Sections (01 & 02) BVD (All Star to Western Way) sheets 2-3 [posted 11/17/25]
 - Epcot Center Dr. (EB) from Outbound – World Drive (Wd) to the Exist. Pavement Joint Resurfacing Pavement Only Project
 - Griffin Rd. From World Drive (WD) to U.S. 192 (SR 530/West Irlo Bronson Memorial Hwy) Resurfacing Pavement Only Project
 - Guardrail Replacement (Base Bid & Bid Alternates)
 - Guardrail 107, 108, sheet 20 [posted 11/17/25]
- Specifications:
 - Division 01 - General Requirements
 - Division 02 & 03 - Roadway Specifications
 - RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)
 - Monorail Proximity Construction Plan
 - Project Specific Safety Plan Sample Form

END OF TABLE OF CONTENTS - PROJECT MANUAL



**2026 MILLING AND RESURFACING PAVEMENT PROGRAM
CONSTRUCTION AGREEMENT**

THIS AGREEMENT, is made 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 **Watson Civil Construction, Inc.** (herein referred to as the "Contractor"), whose mailing address is 319 West Town Place, Suite 25, St. Augustine, Florida 32092.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid ("ITB") No. C006628 on October 23, 2025 for the 2026 Milling & Resurfacing Pavement Program;

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

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

**Article 1
DEFINITIONS: THE CONTRACT DOCUMENTS**

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

**Article 2
STATEMENT OF THE WORK**

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



Article 3
OWNER'S REPRESENTATIVE

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

Article 4
THE ARCHITECT/ENGINEER

- 4.1. The Architect/Engineers for the Project (herein referred to as the "A/E") are:
- A. Pavement Plan Designer: Kissinger Campo & Associates, 111 N. Magnolia Avenue, Suite 1050, Orlando, Florida 32801.
 - B. Guardrail Designer: HNTB Corporation, 200 Colonial Center Parkway, Suite 200, Lake Mary, Florida 32746.

Article 5
TIME OF COMMENCEMENT AND COMPLETION

- 5.1. The Contractor shall commence the Work promptly upon receipt of written Notice-to-Proceed ("NTP") from the Owner and **shall complete all Work within 240 Days** after issuance of said NTP (such period of time is herein referred to as the "Contract Time") and in accordance with such interim milestone dates (herein referred to as the "Milestones") as may be specified in the Contract Documents. The Contract Time and any such Milestones are of the essence of the Contract.
- 5.2. If any Work is performed by the Contractor prior to the execution of this Agreement based on receipt of written notice to proceed, all such Work performed shall be in accordance with and governed by the Contract Documents.
- 5.3. The Contractor acknowledges that the Owner has made no warranties to the Contractor, expressed or implied, that the Contractor will be able to follow a normal, orderly sequence in the performance of the Work or that there will be no delays in, or interference with, the Work.

SUBSTANTIAL COMPLETION

Substantial Completion of the Work shall be achieved no later than **210 DAYS from the Notice-to-Proceed**. The Notice-to-Proceed is defined as the date the Owner provides the Notice to Contractor to begin the project.

FINAL COMPLETION

Final Completion of the Work shall be achieved no later than **240 DAYS from the Notice-to-Proceed**.



**Article 6
CONTRACT SUM**

- 6.1. Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in the General Conditions, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, an amount not to exceed **SIX MILLION, SEVEN HUNDRED SIXTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE AND ZERO ONE-HUNDRETHS DOLLARS (\$6,763,333.00)** (herein referred to as the "Contract Sum") to cover the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, and any increases in said costs and expenses, incurred by the Contractor in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

**Article 7
APPLICATIONS FOR PAYMENT**

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

Central Florida Tourism Oversight District ("District" or "CFTOD") projects
 Central Florida Tourism Oversight District
 Attention: Accounts Payable
 P.O. Box 690519
 Orlando, Florida 32869
 All invoices shall be sent to
ap@oversightdistrict.org

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

- 8.1. Based on the Contractor's Application for Payment, the Schedule of Values submitted by the Contractor and approved by the Owner, and the Owner's approval of the Application for Payment pursuant to Article 9 of the General Conditions, the Owner shall make monthly payments to the Contractor on account of the Contract Sum. Such monthly payments shall be made on or before the twenty-fifth (25th) day of each calendar month or the thirtieth (30th) day after receipt by the Owner of such documentation as the Owner may require pursuant to Article 9 of the General Conditions to substantiate the amount owed, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval thereof as permitted under Subparagraph 9.3.1. of the General Conditions or if the Contractor has not submitted to the Owner all documentation required to substantiate the Application for Payment. Each such monthly payment shall be in an amount equal to ninety-five percent (95%) of the net amount allowed the Contractor for labor, materials and equipment incorporated or used in the



Work (or suitably stored at the job site if the Owner has agreed in advance to pay for such stored materials and equipment) through the Payment Application Date, as indicated in the Owner's approval of the Application for Payment, after deducting any sums withheld by the Owner pursuant to the Contract Documents and the aggregate of all previous payments to the Contractor on account of the Contract Sum. Upon Substantial Completion of the Work, as determined by the Owner, the Owner shall pay to the Contractor a sum sufficient to increase the aggregate payments theretofore made to the Contractor on account of the Contract Sum to ninety-five percent (95%) of the Contract Sum, less such retainage as the Owner shall determine is necessary for all incomplete Work, unsettled claims or other matters for which the Owner is permitted to withhold under the General Conditions.

- 8.2. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within fourteen (14) days after completion of those items set forth in the Punch List, including, without limitation, approval by Owner of the final Application for Payment, and execution by the Contractor of the Close-out Change Order, in accordance with the General Conditions; provided, however, that final payment shall in no event be due unless and until the Contractor shall have complied with all provisions of the Contract Documents, including those contained in Subparagraph 9.4.2 of the General Conditions.
- 8.3. Return of Funds. Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Owner of the overpayment.

LIQUIDATED DAMAGES

Should the Contractor fail to achieve Substantial Completion by the date provided in the Contract, the Contractor shall pay and/or the District may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$3,813.00** for each consecutive calendar day until Substantial Completion is achieved; said sum is agreed upon as a reasonable and proper measure of damages which the District will sustain per diem by failure of the Contractor to complete work within the time as stipulated; it being recognized by the District and the Contractor that the injury to the District which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. The liquidated damages referenced herein may also be assessed and collected against the Surety. Liquidated damages do not apply to final completion dates.

Article 9

CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.1. The Contractor hereby represents and warrants to the Owner that:
- A. it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed hereunder;
 - B. it is experienced and skilled in the construction and work of the type described in, or required by, the Contract Documents;
 - C. all equipment and materials used in connection with the Work shall be new (except if otherwise required by the Specifications) and the equipment, the materials and the Work shall be of the best quality, free from faults and defects and shall strictly conform to the Contract Documents; and
 - D. it has, by careful examination satisfied itself as to: (1) the nature, location and character of the job site including, without limitation, the surface and subsurface conditions of the land and all structures and obstructions thereon, both natural and manmade, surface water conditions of the Job Site and the surrounding area and, to the extent pertinent to the Work, all other conditions; (2) the nature, location and character of the general area in which the Job Site is



- located including, without limitation, its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (3) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (4) all other matters or things which could in any manner affect the performance of the Work. Without limitation on the foregoing, the Contractor recognizes the physical and operational restrictions on carrying on of the Work in or about the Project or the Job Site.
- 9.2. The Contractor accepts the relationship of trust and confidence established by this Agreement between it and the Owner. It covenants with the Owner that it shall: furnish its best skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.
- 9.3. The Contractor warrants all labor, materials, and equipment furnished under the agreement are of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee the Work shall be free from any defects in workmanship for a period of not less than ONE (1) year from the date of final completion. Contractor shall guarantee the materials provided shall be free from any defects for the longer of: (A) ONE (1) year from the date of final completion; or (B) the period of warranty provided by any supplier or manufacturer. The Owner may withhold final payment until the Contractor provides complete written manufacturers' warranties to the Owner's Representative at the end of the project.

Article 10 TERMINATION

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

Article 11 NON-FUNDING

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

Article 12 FORCE MAJEURE

- 12.1. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.
- 12.2. Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, pandemics, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any part from performing its respective obligations.



- 12.3. If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Contractor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Contractor shall be entitled to an extension of time only, provided however, that in no event shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

Article 13 PUBLIC RECORDS

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

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

Article 14 E-VERIFY COMPLIANCE

- 14.1. The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement.



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

Article 15 SCRUTINIZED COMPANIES

- 15.1. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes. Owner may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified or has become ineligible to bid and contract with local government entities under F.S. 287.135. If this Agreement is terminated by the Owner as provided above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes. If this Agreement is terminated, the Contractor shall be paid only for the work completed as of the date of the Owner's termination. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

Article 16 LEGAL PROCEEDINGS

- 16.1. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.
- 16.2. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Contract, or arising out of any matter pertaining to this Contract or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts has jurisdiction, then such Proceeding shall be submitted solely and exclusively before any other court sitting in Orange County, Florida having jurisdiction. The parties (A) expressly waive the right to a jury trial, (B) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (C) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- 16.3. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner



allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

Article 17 NOTICES

- 17.1. 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, FL 32869
Attention: Contracting Officer

If to Contractor: WATSON CIVIL CONSTRUCTION, INC.
319 West Town Place, Suite 25
St. Augustine, FL 32092
Attention: Craig Peplinski

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

- 17.2. 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.

Article 18 ASSIGNMENT

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

Article 19 EFFECTIVE DATE

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

Article 20 HEADINGS

- 20.1. The headings contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.

Article 21 ENTIRE AGREEMENT

- 21.1. This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this



Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**Article 22
PUBLIC CONSTRUCTION BOND**

22.1. The Contractor must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 for the Total Contract Sum Amount of **SIX MILLION, SEVEN HUNDRED SIXTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$6,763,333.00)** as security for the faithful performance of the work within the time set forth as required herein and for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. Bond must be recorded in the county where the project is located, which is Orange or Osceola County, Florida.

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

OWNER:
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONTRACTOR:
WATSON CIVIL CONSTRUCTION, INC.

Signature: _____
As authorized by the Board of Supervisors

Signature: Craig Peplinski

Print Name: S.C. Kopelousos

Print Name: Craig Peplinski

Title: District Administrator

Title: VP

Date: December 19, 2025

Date: December 16, 2025

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006628

I. Scope of Work:

SECTION 1. SCOPE OF WORK

- 1.1 The scope of work for the 2026 Milling and Resurfacing Pavement Program includes but is not limited to: maintenance of traffic/temporary traffic control/lane closures; erosion & sedimentation control; guardrail removal & replacement; curb & gutter concrete barrier wall and transitions installations; milling & resurfacing; and signage & pavement markings.
- 1.2 Buena Vista Drive between All Star and Western Way; Epcot Center Drive (EB) from World Drive to the existing pavement joint; Griffin Road from World Drive to U.S. 192 (SR 530/West Irlo Bronson Memorial Highway), milling & resurfacing includes milling depths ranging from 1.5" to 5" and shall utilize the following asphalt courses: SP Structural (Traffic E) (PG 82-22) depths ranging from 1.5" to 3.5" and Friction Course FC-12.5 (Traffic E) (PG 82-22) depths ranging from 1.5" to 2".
- 1.3 In order to meet updated guardrail specifications, the base bid will include nine (9) runs of guardrail replacement at the following locations: NB World Drive; WB & EB Western Way; Hartzog Road; and WB & EB Osceola Parkway.
- 1.4 Work also includes Bid Alternates A through H, as described within the Division 1 Specification Section Alternates 01100. Bid Alternate locations: WB & EB Western Way, WB & EB Buena Vista Drive, and WB Osceola Pkwy.
- 1.5 Existing guardrail shall be removed, miscellaneous+ asphalt pad removed, new asphalt replaced, formed and rolled in prior to new guardrail installation. All removed guardrail runs shall be replaced within the same shift or will otherwise need barrier wall installed to protect existing conditions (to be designed and submitted as part of the Contractor's MOT/TTC Plan). embankments adjacent to all guardrail pads shall be graded to meet required slopes and sodded accordingly. Fill dirt may be required as needed.

SECTION 2. QUALITY CONTROL

- 2.1 Contractor shall establish a quality control/quality assurance program specific to this contract scope and shall maintain and monitor the program throughout the life of the contract.
- 2.2 The District will have the right at any stage of the operation to reject any or all work and material that in the District's opinion does not meet the requirements of the scope.

SECTION 3. DAMAGES

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

SECTION 4. SAFETY

- 4.1 All Contractor's equipment shall be properly maintained with all safety equipment intact and operational.
- 4.2 Contractor must acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work on the project.
- 4.3 Contractor shall maintain safe working environments in conformance with all applicable Occupational Safety and Health Administration ("OSHA") standards, Walt Disney World ("WDW"), Reedy Creek Energy Services ("RCES"), and CFTOD safety standards and requirements.

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
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- 4.4 The Contractor shall be for the safety of its employees and shall, at a minimum, require applicable personal protective equipment ("PPE") including, but not limited to, hard hat, safety vest, eye, ear, and hand protection.
- 4.5 **Lockout Tagout ("LOTO"):** Contractor shall comply with CFTOD LOTO procedures.
- 4.6 **Confined Space:** Contractor must comply with CFTOD Confined Space procedures.
- 4.7 **Project Specific Safety Plan ("PSSP"):** When applicable, Contractor shall furnish and have accepted through CFTOD safety prior to commencement of work. The Contractor must supply their own cranes or lifts in their cost, if necessary.
- 4.8 **Crane Lift:** When applicable, Contractor shall submit a crane plan describing the Crane Lift Plan and Crane Daily Safety Review to CFTOD for review and approval prior to crane mobilization and all plans including scale site and evaluation plans showing the crane location, adjacent buildings/structures and other significant obstructions within load swing radius and indicating direction and span of swing.
- 4.9 Contractor will provide a Project Specific Safety Plan ("PSSP") to District's Construction Safety Consultant prior to start of any work to include the following:
 - Contractor company name and contact information;
 - Project number and name;
 - Summary of work to be performed;
 - Job hazards present and how to mitigate;
 - Personnel names to be working onsite;
 - Equipment to be utilized in performance of the work; and
 - Job hazard analysis ("JHA")

SECTION 5. DISTRICT GUIDELINES

The following applies to ALL contract work:

- 5.1 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.
- 5.2 District will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the District. No smoking of any kind at any time on District property.
- 5.3 District reserves the right to refuse any Contractor's employee who does not meet or conform to the District's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes as level of professional hygiene that includes all Contractor-provided uniforms.
- 5.4 Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the services, and shall provide all protection to prevent injury to all persons involved in any way in the Services.
- 5.5 Any and all complaints or calls for assistance from the District or its agents or representatives shall be responded to by the Contractor within twenty-four (24) hours of the District's issuance of such complaints or calls and all repairs or work which precipitated such complaint shall be diligently and

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professionally completed by the Contractor.

5.6 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner toward the District, guests, staff, and management. In the event the District believes that any of the Contractor's employees are acting other than herein required, or the District or its agents determine that any of such employees are not performing their duties in a competent manner, the District shall so advise the Contractor and the Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by the District. Contractor shall maintain continuous and regular communications with the District concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by the Contractor hereunder.

5.7 All services shall be approved by and scheduled through the District or its authorized representative.

SECTION 6. DISTRICT APPEARANCE GUIDELINES

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

Therefore, everyone must strive to make positive impressions by maintaining a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. All vendor employees are expected to present a professional, businesslike image to clients, visitors, customers, and the public.

6.1 Employees may be required to meet special dress and grooming standards, such as wearing uniforms or personal protective equipment ("PPE") depending on the nature of their job.

6.2 Visible tattoos are acceptable with some exceptions. Tattoos located on the face, head, neck, or hands shall be prohibited. Visible tattoos elsewhere on the body shall be permitted; however, they shall not contain offensive language, symbols, or nudity.

6.3 Attire:

- A. Tight, revealing or otherwise workplace-inappropriate dress is not permitted.
- B. Attire shall not appear too tight, too baggy, faded or in need of repair. Style, as well as fabric choices (for clothing & footwear) must be consistent with a businesslike atmosphere. Sequined, faded, ill-fitting, revealing or sloppy attire (clothing or footwear) does not meet this requirement. Logo shirts are acceptable to wear at all times. T-shirts and sweatshirts with a hood are impermissible.
- C. Nails must be clean and trimmed, with their length not to exceed ¼" beyond the fingertip. If nail polish is used it must be kept clean, not chipped, shall be uniform in color, and professional.
- D. Hair length will not be limited, but must allow for proper fit of all required personal protective equipment ("PPE"). Hair longer than should length shall be pulled back in a bun, ponytail, or other approved method in order to eliminate potential safety concerns while performing safety sensitive job duties requiring PPE. Extreme hairstyles and/or extreme hair ornaments detract from a professional appearance and are unacceptable. If hair color is altered, it must appear natural. Artificial hair that is naturally colored is acceptable.
- E. Makeup may be used to enhance one's appearance. The products shall be blended to create a natural look. Extremes in color choices or application techniques detract from a professional appearance and are not acceptable.
- F. Shaving of the eyebrows is not permitted.

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- G. Jewelry may not be worn in any visible piercing(s), other than ear piercing for female employees. Ear piercings are limited to two per ear, and only in the earlobe. Jewelry worn in non-visible piercing(s) that poses a safety risk due to uniform/equipment designs and/or job responsibilities will not be permitted. Spacers or gauges are unacceptable. Necklaces, bracelets, watches, and fitness trackers are acceptable. Tasteful/conservative rings may be worn, one per hand as appropriate.
- H. Sunglasses are permitted but shall not be worn indoors or at night; mirrored lenses are unacceptable.

6.4 Facial Hair Guidelines:

- A. Employees are permitted to have a fully grown-in beard, unless otherwise restricted by regulatory codes and standards. Facial hair must be well-groomed and growth may not exceed two inches (2 in.) in length. A well-groomed beard has a defined cheek line and neckline, which is trimmed neatly. The neck must be shaven. Shaping to extreme styles or designs is not permitted. A non-shaven, stubble beard is not acceptable. The beard must connect to an appropriately grown mustache.
- B. Mustaches are permitted, but must be neatly trimmed, never appearing bushy or unkempt. Mustaches must extend to the corners of the mouth, but shall not extend onto or over the upper lip, nor beyond or below the corners of the mouth.
- C. Goatees (or circle beards) are permitted unless otherwise restricted by regulatory codes and standards. Growth must be kept at one-fourth inch (1/4 in.). A goatee shall be fully grown-in under the bottom lip and symmetrical on both sides. Shaping to extreme styles is not permitted. If a goatee is grown, it must connect to an appropriately grown mustache.
- D. Sideburns must be kept neatly trimmed and the bottom edge may not extend beyond the bottom of the earlobe.
- E. All facial hair must allow for proper fit of all personal protective equipment ("PPE") to include, but not limited to, respiratory masks such as N95 masks.

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

6.6 Owner reserves the right to ask for removal of any Contractor employees who refuse to meet or conform to Owner's policies. Contractor's employees shall be required to maintain a professional appearance at all times while performing required tasks in or out of guest view. This includes professional hygiene and all Contractor-provided uniforms. Absolutely no smoking or vaping on District property at any time.

SECTION 7. CLARIFICATIONS

7.1 On BVD portion, Contractors bid is based on utilizing 2.5" SP Structural Traffic E (PG82-22) and 1.5" FC-12.5 Traffic E (PG82-22), in order to avoid drop off transition issues, as this will not change the structural value of the pavement.

7.2 Monorail:

- a. Contractor shall abide by all restrictions and standards outlined in the Monorail Proximity Construction Plan.
- b. Contractor shall not work between Station 509+50.00 to Station 510+60.00 while the monorail is in operation or not locked out. The station boards between the above-mentioned limits shall be clearly delineated in the field. The station boards shall be 4' tall as from the ground elevation, orange in color with the numbering in black.

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- c. Contractor shall NOT use a dump truck to dump asphalt between Station 509+50.00 to Station 510+60.00, or any equipment that has the ability to reach within the monorail beam envelope (as identified in Appendix A of the Monorail Proximity Construction Plan).
- 7.3 Line item #42 shall be used for any ground disturbance cause by the contractor throughout the duration of the work that would require site stabilization (i.e. equipment laydown, sod damage during inlet repair, etc.).
- 7.4 The District does not pay for fuel and bituminous adjustments.
- 7.5 Assume a lane closure will be permitted for this work (excavation, forming and pouring of the curb and gutter barrier, the traveling public will be exposed to a drop off condition and/or wet concrete). Date and time of the work taking place will need to be coordinated in advance to assure there will not be any conflicts. A shoulder closure during the day may be required once the new wall is installed and prior to the concrete reaching its full strength.
- 7.6 Guardrail work may be performed in coordination with nightly paving shifts when possible. The Contractor shall be responsible for coordinating both the paving and guardrail work within same shift without impacting each other's work zones. As noted in the Scope of Services "Existing guardrail shall be removed, miscellaneous asphalt pad removed, new asphalt replaced, formed and rolled in prior to new guardrail installation. All removed guardrail runs shall be replaced within the same shift or will otherwise need barrier wall installed to protect existing conditions (to be designed and submitted as part of the Contractor's MOT/TTC Plan)".
- 7.7 No miscellaneous asphalt is required at GR#107.
- 7.8 For guardrail replacement, Contractor shall use the dimensions noted within the plans and details for the misc. asphalt widths as all dimensions noted are accurate. The Contractor shall not measure/dimension off of the plans for the misc. asphalt as the areas depicted are not to scale.
- 7.9 A revised plan sheet 19 titled "(New 11-17-2025) Updated_BVD_Page.19" is available under the Documents tab at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/134740#>. This updated sheet 19 titled Temporary Detour (04) for Buena Vista Drive from All Star to Western Way Resurfacing Pavement Only Project. This includes the missing MOT devices for this detour.
- 7.10 Revised plan sheets 2 and 3 titled "(New 11-17-2025) BVD (All Star to Western Way) Typical" are available under the Documents tab at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/134740#>. This updated sheet 2 and 3 titled Typical Sections (01) and Typical Sections (02) for Buena Vista Drive from All Star to Western Way Resurfacing Pavement Only Project.
- 7.11 A revised plan sheet for page 20 titled "(New 11-17-2025) Guardrail Plans_107 &108 - r1" is available under the Documents tab at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/134740#>. This is updated sheet 20 titled Guardrail 107, 108 for Guardrail Replacement (Base Bid & Bid Alternates).
- 7.12 Contractor shall obtain:
- SWPPP Permit (minimal erosion control measures needed for this project)
 - Traffic Control Plan (S&S TTC/MOT Plans)
 - Contact 811 to have all existing underground utilities located
- 7.13 MOT Coordination:
- The Contractor is required to have an Advanced TTC/MOT Certified individual on staff performing site inspections at all times, of which shall submit daily inspection reports to the Owners Representative.
 - The Contractor shall hire a professional engineer licensed to do business in the State of Florida to provide a certified TTC/MOT individual plan prior to applying for the required permits from the Owner's Representative.

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006628

- Due to the high guest traffic within the project area, weekly MOT coordination meetings are held to communicate lane closure requests, adjacent contractors, Disney event schedules, and coordinate between multiple resorts.
- 7.14 Project Coordination
- CM – CFTOD Construction Management
 - SWPPP/MOT – CFTOD Planning & Engineering
 - Field Inspections – CEI Consultant (TBD)
 - EOR
 - Guardrail Designer – HNTB Corporation
 - Pavement Plan Designer – KCA (Kissinger Campo & Associates)
 - WDW Transportation/Operations
- 7.15 Utility Coordination:
- Coordinate all utility construction efforts with the utility owners - Reedy Creek Energy Services (RCES). If necessary.
 - RCES will inspect all of their maintained utilities with CFTOD's oversight.
 - RCES will also require 72-hour notice and planning when working around their existing utilities. Other utility owners may include CFTOD Traffic Fiber, Smart City Telecom, & Disney Fiber Optic.
 - Do not begin excavating until you have been notified by Sunshine 811 that public utility locators (RCES/CFTOD, Smart City, TECO/Peoples Gas, Duke Energy, Spectrum, etc.) have responded to the locate request.
- 7.16 Appearance of Construction Site:
- The Contractor will be required to maintain at all times, a clear, orderly construction site and ensure the implementation of good housekeeping practices.
 - Contractors and Subcontractors at the completion of work each day will return all equipment and unused material to their assigned storage area.
 - Contractor shall provide sweep of dirt and asphalt millings prior to opening back to traveling public. Assure millings are not deposited into storm drains during sweeping.
- 7.17 Laydown Yard/Employee Parking:
- Transportation for workers to the Job Site shall be the Contractor's responsibility. No POV's shall be parked within project limits.
 - The designated laydown yard and employee parking area is anticipated to be within the vicinity of the Project Site. The exact location of the laydown yard area shall be coordinated with and approved by CFTOD CM, prior to mobilization.
- 7.18 Work Restrictions/Constraints:
- The Contractor shall maintain access to through traffic at all times.
 - All work requiring a temporary lane closure shall be performed between **10:00 PM** and **6:00 AM Sunday through Thursday**. Approved work hours are subject to their individual location and shall be communicated to the Owner's Representative on Thursday by noon, of the week prior to the requested implementation.
 - Reedy Creek Energy Services (RCES) places moratoriums restricting work near critical utilities during the following Holiday periods:
 - Christmas through New Years
 - Easter/Spring Break
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving
 - Work activities during these time periods shall be vetted through RCES. Time periods and durations of such may differ depending on what day the Holidays actually fall on.

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006628

II. List of Contract Documents:

- A. **DRAWINGS AND SPECIFICATIONS:** Drawings are separately bound. For the List of Drawings and Specifications, refer to Specification Section 00850, entitled List of Drawings and Specifications, contained in the Project Manual, entitled 2026 Milling & Resurfacing Pavement Program, dated October 22, 2025. All Drawings and Specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.
- B. **PROJECT FILES:** Drawings, Specifications, and Requirements are available electronically for viewing and download under the Invitation to Bid ("ITB") C006628: 2026 Milling & Resurfacing Pavement Program at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/134740#> under Documents. All project files contained therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Project files available electronically at the link above:

- Drawings:
 - Buena Vista Drive from All Star to Western Way Resurfacing Pavement Only Project
 - Updated Temporary Detour (04), sheet 19 [posted 11/17/25]
 - Updated Typical Sections (01 & 02) BVD (All Star to Western Way) sheets 2-3 [posted 11/17/25]
 - Epcot Center Dr. (EB) from Outbound – World Drive (Wd) to the Exist. Pavement Joint Resurfacing Pavement Only Project
 - Griffin Rd. From World Drive (WD) to U.S. 192 (SR 530/West Irlo Bronson Memorial Hwy) Resurfacing Pavement Only Project
 - Guardrail Replacement (Base Bid & Bid Alternates)
 - Guardrail 107, 108, sheet 20 [posted 11/17/25]
 - Specifications:
 - Division 01 - General Requirements
 - Division 02 & 03 - Roadway Specifications
 - RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)
 - Monorail Proximity Construction Plan
 - Project Specific Safety Plan Sample Form
- C. This Exhibit A - Scope of Work and List of Contract Documents, 7 pages
- D. Exhibit B - Project Milestone Schedule, 1 page
- E. Exhibit C - Recap of Contract Sum, 8 pages
- F. Exhibit D - Pending Alternates, 1 page
- G. Exhibit E - Unit Price Schedule, 3 pages
- H. Exhibit F - Special Contract Conditions, 15 pages
- I. Exhibit G - General Conditions of the Contract for Construction, 27 pages
- J. Exhibit H - Forms, 17 pages
- Payment Bond
 - Performance Bond
 - Dual Oblige Rider
 - Consent of Surety for Partial Payment Application (SAMPLE)
 - Contractor's Interim Affidavit (SAMPLE)
 - Contractor's Request for Information (SAMPLE)
 - Directive (SAMPLE)
 - Close-Out Change Order Forms (SAMPLE)
- K. Exhibit I - Specification Section 00850 – List of Drawings and Specifications, 6 pages

END OF EXHIBIT A

EXHIBIT B
PROJECT MILESTONE SCHEDULE
CONTRACT NO.: C006628

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

MILESTONE DESCRIPTION	START DATE	COMPLETION DATE
Notice-to-Proceed	Day 1	Day 1
Substantial Completion	Day 1	210 Days from Notice-to-Proceed
Final Completion	Day 210	240 Days from Notice-to-Proceed

END OF EXHIBIT B

EXHIBIT C
RECAP OF CONTRACT SUM
CONTRACT NO.: C006628

The Contract Sum is comprised of the Contractor's Base Bid of \$6,289,095.00 which includes Allowance No.1 in the amount of \$50,000.00 for secondary utility locates, plus selected Alternates A-H for \$474,238.00 for total amount not to exceed **\$6,763,333.00**.

LINE ITEM SUMMARY*				
BASE BID				
Category	Description	General Conditions	Roadways	Total
Milling & Resurfacing	Buena Vista Drive Between All Star and Western Way	\$648,600	\$2,293,625	\$2,942,225
Milling & Resurfacing	Epcot Center Dr. (EB) From World Drive to the Exist. Pavement Joint	\$405,600	\$1,368,550	\$1,774,150
Milling & Resurfacing	Griffin Rd. From World Drive to U.S. 192 (Sr 530/West Irlo Bronson Memorial Hwy)	\$197,300	\$807,100	\$1,004,400
Guardrail	Guardrail #66 - North Bound World Drive Guardrail Replacements	\$12,150	\$26,450	\$38,600
Guardrail	Guardrail #83 - West Bound Western Way Guardrail Replacements	\$23,750	\$56,650	\$80,400
Guardrail	Guardrail #84 - West Bound Western Way Guardrail Replacements	\$19,400	\$47,450	\$66,850
Guardrail	Guardrail #86 - East Bound Western Way Guardrail Replacements	\$8,950	\$15,300	\$24,250
Guardrail	Guardrail #89 - East Bound Western Way Guardrail Replacements	\$21,200	\$57,200	\$78,400
Guardrail	Guardrail #92 - Hartzog Rd Guardrail Replacements	\$9,000	\$16,850	\$25,850
Guardrail	Guardrail #99 - West Bound Osceola Pkwy Guardrail Replacements	\$15,630	\$39,720	\$55,350
Guardrail	Guardrail #112 - East Bound Osceola Pkwy Guardrail Replacements	\$19,050	\$47,620	\$66,670
Guardrail	Guardrail #113 - East Bound Osceola Pkwy Guardrail Replacements	\$21,950	\$60,000	\$81,950
Allowance No. 1	Secondary Utility Locates	\$50,000		\$50,000
BASE BID SUBTOTAL				\$6,289,095
SELECTED ALTERNATES				
Alternate #A	WB Osceola Pkwy Guardrail Replacements - Guardrail #97	\$21,050.00	\$55,200	\$76,250
Alternate #B	WB Western Way Guardrail Replacements - Guardrail #81	\$9,410.00	\$13,820	\$23,230
Alternate #C	WB Western Way Guardrail Replacements - Guardrail #85	\$11,480.00	\$18,500	\$29,980
Alternate #D	EB Western Way Guardrail Replacements - Guardrail #87	\$16,250.00	\$38,600	\$54,850
Alternate #E	EB Western Way Guardrail Replacements - Guardrail #95	\$9,100.00	\$15,190	\$24,290
Alternate #F	EB Western Way Guardrail Replacements - Guardrail #88	\$11,850.00	\$21,560	\$33,410
Alternate #G	WB Buena Vista Dr Guardrail Replacements - Curb & Gutter Concrete Barrier Wall #107	\$11,400.00	\$108,420	\$119,820
Alternate #H	EB Buena Vista Dr Guardrail Replacements - Guardrail And Curb & Gutter Concrete Barrier Wall #108	\$9,658	\$102,750	\$112,408
ALTERNATES SUBTOTAL				\$474,238
Base Bid and Alternates - NOT TO EXCEED GRAND TOTAL				\$6,763,333

*The line items are itemized on the following pages.

EXHIBIT C
RECAP OF CONTRACT SUM
CONTRACT NO.: C006628

MILLING & RESURFACING – BASE BID						
Item	Section	Description	UOM	QTY	Unit Price	Line Total
BUENA VISTA DRIVE BETWEEN ALL STAR & WESTERN WAY						
1	GENERAL CONDITIONS	Permits and Fees	LS	1	\$1,000.00	\$1,000.00
2		Performance and Payment Bonds	LS	1	\$30,000.00	\$30,000.00
3		Project Management	MO	3.5	\$19,000.00	\$66,500.00
4		Monthly Schedule Updates	MO	3.5	\$500.00	\$1,750.00
5		Submittals and Shop Drawings	LS	1	\$500.00	\$500.00
6		Daily Reporting	MO	3.5	\$1,000.00	\$3,500.00
7		Mobilization and Demobilization	LS	1	\$350,000.00	\$350,000.00
8		Field Coordination and Layout	MO	3.5	\$9,300.00	\$32,550.00
9		Erosion and Sedimentation Control	LS	1	\$12,800.00	\$12,800.00
10		Site Stabilization (Sodding)	LS	1	\$10,000.00	\$10,000.00
11		Maintenance of Traffic (MOT)	MO	3.5	\$40,000.00	\$140,000.00
Subtotal						\$648,600.00
12	ROADWAYS	4" Milling of Existing Asphalt Pavement	LS	1	\$310,000.00	\$310,000.00
13		SP- Structural (PG 82-22)	TN	6,250	\$178.00	\$1,112,500.00
14		FC-12.5 Friction (PG 82-22)	TN	3,750	\$203.50	\$763,125.00
15		Signing and Pavement Markings	LS	1	\$108,000.00	\$108,000.00
Subtotal						\$2,293,625.00
EPCOT CENTER DR. (EB) FROM WORLD DRIVE TO THE EXIST. PAVEMENT JOINT						
16	GENERAL CONDITIONS	Permits and Fees	LS	1	\$500.00	\$500.00
17		Performance and Payment Bonds	LS	1	\$15,000.00	\$15,000.00
18		Project Management	MO	2.5	\$19,000.00	\$47,500.00
19		Monthly Schedule Updates	MO	2.5	\$500.00	\$1,250.00
20		Submittals and Shop Drawings	LS	1	\$500.00	\$500.00
21		Daily Reporting	MO	2.5	\$1,000.00	\$2,500.00
22		Mobilization and Demobilization	LS	1	\$200,000.00	\$200,000.00
23		Field Coordination and Layout	MO	2.5	\$9,300.00	\$23,250.00
24		Erosion and Sedimentation Control	LS	1	\$9,100.00	\$9,100.00
25		Site Stabilization (Sodding)	LS	1	\$6,000.00	\$6,000.00
26	Maintenance of Traffic (MOT)	MO	2.5	\$40,000.00	\$100,000.00	
Subtotal						\$405,600.00
27	ROADWAYS	3.5" Milling of Existing Asphalt Pavement	LS	1	\$112,000.00	\$112,000.00
28		3" Milling of Existing Asphalt Pavement	LS	1	\$35,700.00	\$35,700.00
29		1.5" Milling of Existing Asphalt Pavement	LS	1	\$15,500.00	\$15,500.00
30		SP- Structural (PG 82-22)	TN	3,300	\$178.00	\$587,400.00
31		FC-12.5 Friction (PG 82-22)	TN	2,700	\$203.50	\$549,450.00
32		Signing and Pavement Markings	LS	1	\$68,500.00	\$68,500.00
Subtotal						\$1,368,550.00
GRIFFIN RD. FROM WORLD DRIVE TO U.S. 192 (SR 530/WEST IRLO BRONSON MEMORIAL HWY)						
33	GENERAL CONDITIONS	Permits and Fees	LS	1	\$500.00	\$500.00
34		Performance and Payment Bonds	LS	1	\$7,500.00	\$7,500.00
35		Project Management	MO	1	\$19,000.00	\$19,000.00
36		Monthly Schedule Updates	MO	1	\$500.00	\$500.00
37		Submittals and Shop Drawings	LS	1	\$500.00	\$500.00
38		Daily Reporting	MO	1	\$1,000.00	\$1,000.00
39		Mobilization and Demobilization	LS	1	\$110,000.00	\$110,000.00
40		Field Coordination and Layout	MO	1	\$9,300.00	\$9,300.00
41		Erosion and Sedimentation Control	LS	1	\$5,000.00	\$5,000.00
42		Site Stabilization (Sodding)	LS	1	\$4,000.00	\$4,000.00
43	Maintenance of Traffic (MOT)	MO	1	\$40,000.00	\$40,000.00	
Subtotal						\$197,300.00
44	ROADWAYS	5" Milling of Existing Asphalt Pavement	LS	1	\$35,000.00	\$35,000.00
45		3.5" Milling of Existing Asphalt Pavement	LS	1	\$80,000.00	\$80,000.00
46		SP- Structural (PG 82-22)	TN	1,900	\$178.00	\$338,200.00
47		FC-12.5 Friction (PG 82-22)	TN	1,400	\$203.50	\$284,900.00
48		Signing and Pavement Markings	LS	1	\$55,000.00	\$55,000.00
49		Drainage Inlet Top Replacements	LS	1	\$14,000.00	\$14,000.00
Subtotal						\$807,100.00

EXHIBIT C RECAP OF CONTRACT SUM CONTRACT NO.: C006628
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GUARDRAIL – BASE BID						
Item	Section	Description	UOM	QTY	Unit Price	Line Total
GUARDRAIL #66 - NORTH BOUND WORLD DRIVE GUARDRAIL REPLACEMENT						
50	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
51		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
52		Project Management	LS	1	\$100.00	\$100.00
53		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
54		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
55		Daily Reporting	LS	1	\$100.00	\$100.00
56		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
57		Field Coordination and Layout	LS	1	\$100.00	\$100.00
58		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00
59		Site Stabilization (Grading/Sodding)	LS	1	\$2,800.00	\$2,800.00
60		Maintenance of Traffic (MOT)	LS	1	\$8,400.00	\$8,400.00
Subtotal						\$12,150.00
61	ROADWAYS	Misc. Asphalt	LS	1	\$5,900.00	\$5,900.00
62		Existing Guardrail & Pad Demo & Removal	LS	1	\$3,050.00	\$3,050.00
63		Guardrail #66	LS	1	\$17,500.00	\$17,500.00
Subtotal						\$26,450.00
GUARDRAIL #83 - WEST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS						
64	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
65		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
66		Project Management	LS	1	\$100.00	\$100.00
67		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
68		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
69		Daily Reporting	LS	1	\$100.00	\$100.00
70		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
71		Field Coordination and Layout	LS	1	\$100.00	\$100.00
72		Erosion and Sedimentation Control	LS	1	\$1,800.00	\$1,800.00
73		Site Stabilization (Grading/Sodding)	LS	1	\$7,750.00	\$7,750.00
74	Maintenance of Traffic (MOT)	LS	1	\$13,400.00	\$13,400.00	
Subtotal						\$23,750.00
75	ROADWAYS	Misc. Asphalt	LS	1	\$15,200.00	\$15,200.00
76		Existing Guardrail & Pad Demo & Removal	LS	1	\$7,850.00	\$7,850.00
77		Guardrail #83	LS	1	\$33,600.00	\$33,600.00
Subtotal						\$56,650.00
GUARDRAIL #84 - WEST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS						
78	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
79		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
80		Project Management	LS	1	\$100.00	\$100.00
81		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
82		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
83		Daily Reporting	LS	1	\$100.00	\$100.00
84		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
85		Field Coordination and Layout	LS	1	\$100.00	\$100.00
86		Erosion and Sedimentation Control	LS	1	\$300.00	\$300.00
87		Site Stabilization (Grading/Sodding)	LS	1	\$6,500.00	\$6,500.00
88		Maintenance of Traffic (MOT)	LS	1	\$11,800.00	\$11,800.00
Subtotal						\$19,400.00
89	ROADWAYS	Misc. Asphalt	LS	1	\$12,400.00	\$12,400.00
90		Existing Guardrail & Pad Demo & Removal	LS	1	\$6,550.00	\$6,550.00
91		Guardrail #84	LS	1	\$28,500.00	\$28,500.00
Subtotal						\$47,450.00

EXHIBIT C
RECAP OF CONTRACT SUM
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GUARDRAIL – BASE BID (CONTINUED)						
Item	Section	Description	UOM	QTY	Unit Price	Line Total
GUARDRAIL #86 - EAST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS						
92	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
93		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
94		Project Management	LS	1	\$100.00	\$100.00
95		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
96		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
97		Daily Reporting	LS	1	\$100.00	\$100.00
98		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
99		Field Coordination and Layout	LS	1	\$100.00	\$100.00
100		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00
101		Site Stabilization (Grading/Sodding)	LS	1	\$1,300.00	\$1,300.00
102		Maintenance of Traffic (MOT)	LS	1	\$6,700.00	\$6,700.00
Subtotal						\$8,950.00
103	ROADWAYS	Misc. Asphalt	LS	1	\$2,600.00	\$2,600.00
104		Existing Guardrail & Pad Demo & Removal	LS	1	\$1,300.00	\$1,300.00
105		Guardrail #86	LS	1	\$11,400.00	\$11,400.00
Subtotal						\$15,300.00
GUARDRAIL #89 - EAST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS						
106	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
107		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
108		Project Management	LS	1	\$100.00	\$100.00
109		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
110		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
111		Daily Reporting	LS	1	\$100.00	\$100.00
112		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
113		Field Coordination and Layout	LS	1	\$100.00	\$100.00
114		Erosion and Sedimentation Control	LS	1	\$300.00	\$300.00
115		Site Stabilization (Grading/Sodding)	LS	1	\$6,700.00	\$6,700.00
116		Maintenance of Traffic (MOT)	LS	1	\$13,400.00	\$13,400.00
Subtotal						\$21,200.00
117	ROADWAYS	Misc. Asphalt	LS	1	\$15,400.00	\$15,400.00
118		Existing Guardrail & Pad Demo & Removal	LS	1	\$8,100.00	\$8,100.00
119		Guardrail #89	LS	1	\$33,700.00	\$33,700.00
Subtotal						\$57,200.00
GUARDRAIL #92 - HARTZOG RD GUARDRAIL REPLACEMENTS						
120	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
121		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
122		Project Management	LS	1	\$100.00	\$100.00
123		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
124		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
125		Daily Reporting	LS	1	\$100.00	\$100.00
126		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
127		Field Coordination and Layout	LS	1	\$100.00	\$100.00
128		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00
129		Site Stabilization (Grading/Sodding)	LS	1	\$1,350.00	\$1,350.00
130		Maintenance of Traffic (MOT)	LS	1	\$6,700.00	\$6,700.00
Subtotal						\$9,000.00
131	ROADWAYS	Misc. Asphalt	LS	1	\$4,100.00	\$4,100.00
132		Existing Guardrail & Pad Demo & Removal	LS	1	\$1,050.00	\$1,050.00
133		Guardrail #92	LS	1	\$11,700.00	\$11,700.00
Subtotal						\$16,850.00

EXHIBIT C
RECAP OF CONTRACT SUM
CONTRACT NO.: C006628

GUARDRAIL – BASE BID (CONTINUED)						
Item	Section	Description	UOM	QTY	Unit Price	Line Total
GUARDRAIL #99 - WEST BOUND OSCEOLA PKWY GUARDRAIL REPLACEMENTS						
134	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
135		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
136		Project Management	LS	1	\$100.00	\$100.00
137		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
138		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
139		Daily Reporting	LS	1	\$100.00	\$100.00
140		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
141		Field Coordination and Layout	LS	1	\$100.00	\$100.00
142		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00
143		Site Stabilization (Grading/Sodding)	LS	1	\$4,580.00	\$4,580.00
144		Maintenance of Traffic (MOT)	LS	1	\$10,100.00	\$10,100.00
Subtotal						\$15,630.00
145	ROADWAYS	Misc. Asphalt	LS	1	\$11,700.00	\$11,700.00
146		Existing Guardrail & Pad Demo & Removal	LS	1	\$5,220.00	\$5,220.00
147		Guardrail #99	LS	1	\$22,800.00	\$22,800.00
Subtotal						\$39,720.00
GUARDRAIL #112 - EAST BOUND OSCEOLA PKWY GUARDRAIL REPLACEMENTS						
148	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
149		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
150		Project Management	LS	1	\$100.00	\$100.00
151		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
152		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
153		Daily Reporting	LS	1	\$100.00	\$100.00
154		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
155		Field Coordination and Layout	LS	1	\$100.00	\$100.00
156		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00
157		Site Stabilization (Grading/Sodding)	LS	1	\$6,300.00	\$6,300.00
158		Maintenance of Traffic (MOT)	LS	1	\$11,800.00	\$11,800.00
Subtotal						\$19,050.00
159	ROADWAYS	Misc. Asphalt	LS	1	\$11,900.00	\$11,900.00
160		Existing Guardrail & Pad Demo & Removal	LS	1	\$8,220.00	\$8,220.00
161		Guardrail #112	LS	1	\$27,500.00	\$27,500.00
Subtotal						\$47,620.00
GUARDRAIL #113 - EAST BOUND OSCEOLA PKWY GUARDRAIL REPLACEMENTS						
162	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
163		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
164		Project Management	LS	1	\$100.00	\$100.00
165		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
166		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
167		Daily Reporting	LS	1	\$100.00	\$100.00
168		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
169		Field Coordination and Layout	LS	1	\$100.00	\$100.00
170		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00
171		Site Stabilization (Grading/Sodding)	LS	1	\$7,500.00	\$7,500.00
172		Maintenance of Traffic (MOT)	LS	1	\$13,500.00	\$13,500.00
Subtotal						\$21,950.00
173	ROADWAYS	Misc. Asphalt	LS	1	\$19,100.00	\$19,100.00
174		Existing Guardrail & Pad Demo & Removal	LS	1	\$9,700.00	\$9,700.00
175		Guardrail #113	LS	1	\$31,200.00	\$31,200.00
Subtotal						\$60,000.00
ALLOWANCES						
289	Allowance No.1	Secondary Utility Locates	LS	1	\$50,000.00	\$50,000.00
Subtotal						\$50,000.00
BASE BID TOTAL (WITH ALLOWANCES)						\$6,289,095.00

EXHIBIT C RECAP OF CONTRACT SUM CONTRACT NO.: C006628
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ALTERNATES						
Item	Section	Description	UOM	QTY	Unit Price	Line Total
ALTERNATE #A - WB OSCEOLA PKWY GUARDRAIL REPLACEMENTS - GUARDRAIL #97						
176	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
177		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
178		Project Management	LS	1	\$100.00	\$100.00
179		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
180		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
181		Daily Reporting	LS	1	\$100.00	\$100.00
182		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
183		Field Coordination and Layout	LS	1	\$100.00	\$100.00
184		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00
185		Site Stabilization (Grading/Sodding)	LS	1	\$6,700.00	\$6,700.00
186		Maintenance of Traffic (MOT)	LS	1	\$13,400.00	\$13,400.00
Subtotal						\$21,050.00
187	ROADWAYS	Misc. Asphalt	LS	1	\$18,500.00	\$18,500.00
188		Existing Guardrail & Pad Demo & Removal	LS	1	\$8,700.00	\$8,700.00
189		Guardrail #97	LS	1	\$28,000.00	\$28,000.00
Subtotal						\$55,200.00
ALTERNATE #B - WB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #81						
190	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
191		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
192		Project Management	LS	1	\$100.00	\$100.00
193		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
194		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
195		Daily Reporting	LS	1	\$100.00	\$100.00
196		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
197		Field Coordination and Layout	LS	1	\$100.00	\$100.00
198		Erosion and Sedimentation Control	LS	1	\$810.00	\$810.00
199		Site Stabilization (Grading/Sodding)	LS	1	\$1,100.00	\$1,100.00
200		Maintenance of Traffic (MOT)	LS	1	\$6,700.00	\$6,700.00
Subtotal						\$9,410.00
201	ROADWAYS	Misc. Asphalt	LS	1	\$2,150.00	\$2,150.00
202		Existing Guardrail & Pad Demo & Removal	LS	1	\$1,070.00	\$1,070.00
203		Guardrail #81	LS	1	\$10,600.00	\$10,600.00
Subtotal						\$13,820.00
ALTERNATE #C - WB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #85						
204	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
205		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
206		Project Management	LS	1	\$100.00	\$100.00
207		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
208		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
209		Daily Reporting	LS	1	\$100.00	\$100.00
210		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
211		Field Coordination and Layout	LS	1	\$100.00	\$100.00
212		Erosion and Sedimentation Control	LS	1	\$1,350.00	\$1,350.00
213		Site Stabilization (Grading/Sodding)	LS	1	\$930.00	\$930.00
214		Maintenance of Traffic (MOT)	LS	1	\$8,400.00	\$8,400.00
Subtotal						\$11,480.00
215	ROADWAYS	Misc. Asphalt	LS	1	\$3,300.00	\$3,300.00
216		Existing Guardrail & Pad Demo & Removal	LS	1	\$2,500.00	\$2,500.00
217		Guardrail #85	LS	1	\$12,700.00	\$12,700.00
Subtotal						\$18,500.00

EXHIBIT C
RECAP OF CONTRACT SUM
CONTRACT NO.: C006628

ALTERNATES (CONTINUED)						
Item	Section	Description	UOM	QTY	Unit Price	Line Total
ALTERNATE #D - EB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #87						
218	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
219		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
220		Project Management	LS	1	\$100.00	\$100.00
221		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
222		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
223		Daily Reporting	LS	1	\$100.00	\$100.00
224		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
225		Field Coordination and Layout	LS	1	\$100.00	\$100.00
226		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00
227		Site Stabilization (Grading/Sodding)	LS	1	\$3,500.00	\$3,500.00
228		Maintenance of Traffic (MOT)	LS	1	\$11,800.00	\$11,800.00
Subtotal						\$16,250.00
229	ROADWAYS	Misc. Asphalt	LS	1	\$10,200.00	\$10,200.00
230		Existing Guardrail & Pad Demo & Removal	LS	1	\$3,600.00	\$3,600.00
231		Guardrail #87	LS	1	\$24,800.00	\$24,800.00
Subtotal						\$38,600.00
ALTERNATE #E - EB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #95						
232	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
233		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
234		Project Management	LS	1	\$100.00	\$100.00
235		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
236		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
237		Daily Reporting	LS	1	\$100.00	\$100.00
238		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
239		Field Coordination and Layout	LS	1	\$100.00	\$100.00
240		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00
241		Site Stabilization (Grading/Sodding)	LS	1	\$1,450.00	\$1,450.00
242		Maintenance of Traffic (MOT)	LS	1	\$6,700.00	\$6,700.00
Subtotal						\$9,100.00
243	ROADWAYS	Misc. Asphalt	LS	1	\$2,400.00	\$2,400.00
244		Existing Guardrail & Pad Demo & Removal	LS	1	\$890.00	\$890.00
245		Guardrail #95	LS	1	\$11,900.00	\$11,900.00
Subtotal						\$15,190.00
ALTERNATE #F - EB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #88						
246	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
247		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
248		Project Management	LS	1	\$100.00	\$100.00
249		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
250		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
251		Daily Reporting	LS	1	\$100.00	\$100.00
252		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
253		Field Coordination and Layout	LS	1	\$100.00	\$100.00
254		Erosion and Sedimentation Control	LS	1	\$1,650.00	\$1,650.00
255		Site Stabilization (Grading/Sodding)	LS	1	\$1,000.00	\$1,000.00
256		Maintenance of Traffic (MOT)	LS	1	\$8,400.00	\$8,400.00
Subtotal						\$11,850.00
257	ROADWAYS	Misc. Asphalt	LS	1	\$4,400.00	\$4,400.00
258		Existing Guardrail & Pad Demo & Removal	LS	1	\$2,660.00	\$2,660.00
259		Guardrail #88	LS	1	\$14,500.00	\$14,500.00
Subtotal						\$21,560.00

EXHIBIT C RECAP OF CONTRACT SUM CONTRACT NO.: C006628
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ALTERNATES (CONTINUED)						
Item	Section	Description	UOM	QTY	Unit Price	Line Total
ALTERNATE #G - WB BUENA VISTA DR GUARDRAIL REPLACEMENTS - CURB & GUTTER CONCRETE BARRIER WALL #107						
260	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
261		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
262		Project Management	LS	1	\$100.00	\$100.00
263		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
264		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
265		Daily Reporting	LS	1	\$100.00	\$100.00
266		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
267		Field Coordination and Layout	LS	1	\$100.00	\$100.00
268		Erosion and Sedimentation Control	LS	1	\$1,350.00	\$1,350.00
269		Site Stabilization (Grading/Sodding)	LS	1	\$850.00	\$850.00
270		Maintenance of Traffic (MOT)	LS	1	\$8,400.00	\$8,400.00
Subtotal						\$11,400.00
271	ROADWAYS	Misc. Asphalt	LS	1	\$100.00	\$100.00
272		Existing Guardrail & Pad Demo & Removal	LS	1	\$3,820.00	\$3,820.00
273		Curb & Gutter Concrete Barrier Wall #107	LS	1	\$104,500.00	\$104,500.00
Subtotal						\$108,420.00
ALTERNATE #H - EB BUENA VISTA DR GUARDRAIL REPLACEMENTS - GUARDRAIL AND CURB & GUTTER CONCRETE BARRIER WALL #108						
274	GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00
275		Performance and Payment Bonds	LS	1	\$100.00	\$100.00
276		Project Management	LS	1	\$100.00	\$100.00
277		Monthly Schedule Updates	LS	1	\$100.00	\$100.00
278		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00
279		Daily Reporting	LS	1	\$100.00	\$100.00
280		Mobilization and Demobilization	LS	1	\$100.00	\$100.00
281		Field Coordination and Layout	LS	1	\$100.00	\$100.00
282		Erosion and Sedimentation Control	LS	1	\$1,350.00	\$1,350.00
283		Site Stabilization (Grading/Sodding)	LS	1	\$808.00	\$808.00
284		Maintenance of Traffic (MOT)	LS	1	\$6,700.00	\$6,700.00
Subtotal						\$9,658.00
285	ROADWAYS	Misc. Asphalt	LS	1	\$1,500.00	\$1,500.00
286		Existing Guardrail & Pad Demo & Removal	LS	1	\$10,100.00	\$10,100.00
287		Guardrail #108	LS	1	\$9,760.00	\$9,760.00
288		Curb & Gutter Concrete Barrier Wall #108	LS	1	\$81,390.00	\$81,390.00
Subtotal						\$102,750.00
ALTERNATES TOTAL (ALTERNATES A-H)						\$474,238
BASE BID TOTAL (WITH ALLOWANCES)						\$6,289,095
Base Bid and Alternates - NOT TO EXCEED GRAND TOTAL						\$6,763,333

END OF EXHIBIT C

EXHIBIT D
PENDING ALTERNATES
CONTRACT NO.: C006628

THERE ARE NO PENDING ALTERNATES

END OF EXHIBIT D

EXHIBIT E
UNIT PRICE SCHEDULE
CONTRACT NO.: C006628

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

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

Item	Description	UOM	Unit Cost
Erosion Control			
1	Silt Fence	LF	\$3.75
2	Double Row Silt Fence	LF	\$4.38
3	Mowing	AC	\$175.00
4	Inlet Protection Device	EA	\$162.50
5	Soil Tracking Prevention Trap (Temporary)	EA	\$8,125.00
6	Artificial Coverings / Roll Erosion Control	SY	\$11.25
7	Power Broom	ED	\$375,00
8	Street Sweeper (with Vacuum Pick-up)	ED	\$875.00
MOT			
9	Work Zone Sign	ED	\$0.50
10	Portable Changeable Message Sign, Temp,	ED	\$16.25
11	Arrow Board /Advance Warning Arrow Panel	ED	\$8.75
12	Temp. Barricades - Types I, II, DI, VP, Drum, LC	ED	\$0.25
13	Temp. Barricades - Type III, 6'	ED	\$0 63
14	High Intensity Flash LI, Temp, Type B	ED	\$0.30
15	Traffic Control Off-Duty Law Enforcement Officer	MH	\$112.50
16	Temporary Fencing with Screening	LF	\$11.25
17	MOT Crew & Equipment	ED	\$3,750.00
18	Temporary Paint Striping 6" White, Skip	GM	\$2,125.00
19	Temporary Paint Striping 6" White, Solid	GM	\$2,125.00
20	Temporary Paint Striping 6" Yellow, Solid	GM	\$2,125.00
21	Temporary Paint Striping 6" Double Yellow, Solid	GM	\$3,750.00
22	Temporary Paint Striping 18" White, Solid	LF	\$3.75
23	Temporary Paint Striping 18" Yellow, Solid	LF	\$5.00
24	Temporary Paint Striping 24" Stop Bars	LF	\$5.00
25	Temporary Paint Striping Arrows	EA	\$68.75
26	Temporary Paint Striping Messages	EA	\$112.50
27	Temporary Paint Striping 6", DOT Guide	LF	\$7.50

EXHIBIT E
UNIT PRICE SCHEDULE
CONTRACT NO.: C006628

Item	Description	UOM	Unit Cost
Roadway			
28	Friction Course FC-12.5 Traffic E (PG 82-22) (1.5")	TN	\$406.25
29	Friction Course FC-12.5 Traffic E (PG 82-22) (2")	TN	\$475.00
30	Type SP Structural Course (Traffic E) (PG 82-22) (1.5")	TN	\$312.50
31	Type SP Structural Course (Traffic E) (PG 82-22) (2")	TN	\$375.00
32	Type SP Structural Course (Traffic E) (PG 82-22) (3.5")	TN	\$440.00
33	Mill Existing Asphalt Pavement Average Depth 1.5"	SY	\$4.50
34	Mill Existing Asphalt Pavement Average Depth 3"	SY	\$5.00
35	Mill Existing Asphalt Pavement Average Depth 3.5"	SY	\$5.32
36	Mill Existing Asphalt Pavement Average Depth 4"	SY	\$6.13
37	Mill Existing Asphalt Pavement Average Depth 5"	SY	\$7.50
38	Curb & Gutter Removal	LF	\$27.00
39	Type F Curb & Gutter	LF	\$56.25
40	Type E Curb & Gutter	LF	\$56.25
41	Concrete Barrier Wall	LF	\$400.00
42	Guardrail Removal/Demo	LF	\$8.75
43	Guardrail	LF	\$37.50
44	Guardrail End Anchorage Assembly	EA	\$5,000.00
45	Miscellaneous Asphalt Pavement	TN	\$625.00
46	Embankment	CY	\$25.00
Signage and Striping			
47	Thermoplastic, 6" , Solid	NM	\$10,000.00
48	Thermoplastic, 6", Double Yellow	NM	\$12,500.00
49	Thermoplastic, 6", Skip (2' - 4')	GM	\$6,250.00
50	Thermoplastic, 6", Skip (3' - 9')	GM	\$6,250.00
51	Thermoplastic, 6" , Skip (10' - 30')	GM	\$6,250.00
52	Thermoplastic, Solid, 8"	LF	\$5.00
53	Thermoplastic, Solid, 12"	LF	\$6.25
54	Thermoplastic, Solid, 18"	LF	\$7.50
55	Thermoplastic, Solid, 24"	LF	\$10.00
56	6" White Over 9" Black, Solid	LF	\$6.25
57	6" Yellow Over 9" Black, Solid	LF	\$6.25
58	6" White Over 9" Black, Skip (10 - 30)	LF	\$6.25
59	Reflective Pavement Markers	EA	\$5.00
60	Thermoplastic, White, Wrong-Wav Arrow	EA	\$150.00
61	Thermoplastic, White, Arrow	EA	\$150.00
62	Thermoplastic, White, Message	EA	\$312.50
Landscape			
63	Sod (Bahia)	SY	\$4.50
64	Sod (St. Augustine)	SY	\$7.50

SCHEDULES OF WAGE & EQUIPMENT RATES

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

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

EXHIBIT E
UNIT PRICE SCHEDULE
CONTRACT NO.: C006628

Labor Category	Total Straight Time Hourly Wage Rate	Total Overtime Hourly Wage Rate
Project Manager	\$125.69	\$188.54
Superintendent	\$100.33	\$150.50
Foreman	\$73.87	\$110.81
Laborer Skilled	\$52.00	\$78.00
Laborer - Unskilled	\$47.00	\$70.50

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

The rates applied in such computations shall be strictly applied in the following manner: the hourly rate shall be applied when the equipment is utilized for less than one (1) eight-hour day; the daily rate shall be applied when the equipment is utilized for more than one (1) but less than five (5) consecutive days; the weekly rate shall be applied when the equipment is utilized for more than five (5) consecutive days but less than four (4) consecutive weeks; and, the monthly rate shall be applied when the equipment is utilized for four (4) or more consecutive weeks, including any net portions thereof, which shall be applied on a prorated basis. The equipment rates set forth below are exclusive of the cost of Labor, if any, that is necessary to operate the equipment. The equipment rates included in the list below do not apply to rented equipment, the costs for which are subject to the corresponding provisions set forth in Article 12 of the General Conditions of the Contract for Construction.

Equipment Type	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate
Excavator - 55 Ton	\$292.16	\$2,921.63	\$14,608.13	\$63,254.10
Excavator - 33 Ton	\$195.14	\$1,951.43	\$9,757.13	\$42,248.85
Excavator - 14 Ton	\$104.74	\$1,047.38	\$5,236.88	\$22,675.80
Motor Grader - 120M	\$135.61	\$1,356.08	\$6,780.38	\$29,359.05
Dozer - Cat D5	\$153.25	\$1,532.48	\$7,662.38	\$33,178.95
Loader - Cat 950	\$136.71	\$1,367.10	\$6,835.50	\$29,598.45
Loader - Cat 938	\$116.87	\$1,168.65	\$5,843.25	\$25,301.85
Loader - Skid Steer	\$79.38	\$793.80	\$3,969.00	\$17,186.40
Truck - Pickup	\$23.15	\$231.53	\$1,157.63	\$5,012.70
Truck - Water 200G	\$52.92	\$529.20	\$2,646.00	\$11,457.60
Roller - Cat CS54	\$82.30	\$893.03	\$4,465.13	\$19,334.70
Compactor - Plater	\$18.74	\$187.43	\$937.13	\$4,058.25
Trench - Box	\$23.15	\$231.53	\$1,157.63	\$5,012.70
Light Plant	\$24.26	\$242.55	\$1,212.75	\$5,252.10
Pump - 6"	\$66.15	\$661.50	\$3,307.50	\$14,322.00
Pump - 4"	\$33.08	\$330.75	\$1,653.75	\$7,161.00

END OF EXHIBIT E

EXHIBIT F
 SPECIAL CONTRACT CONDITIONS - OCTOBER 2025 EDITION
 CONTRACT NO.: C006628

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. RESERVED

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

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

B. CADMIUM and/or LEAD

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

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C. CHLOROFLUOROCARBONS (CFCs)

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

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

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

V. CONFINED SPACES

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

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

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

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

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

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

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

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

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

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

VII. ELECTRICAL SAFETY POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- 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.

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.

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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 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.

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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.

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.

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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 ensure no changes have occurred.

XIII. UTILITY LOCATES

Routine Locate Tickets:

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

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

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

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

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

Provide the Sunshine One Call locate ticket number.

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

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

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair

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(collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

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

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

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

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

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

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

Exposed underground utilities must be protected.

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

Secondary utilities must be considered when performing digging activities.

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

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

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

XIV. MOBILE CRANES

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

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

A critical lift plan is required for the following lifts:

- 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

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- g) Any lift where boom intersects within 25 feet of a populated area

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

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

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

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

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

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

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

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

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

XV. HEAVY EQUIPMENT OPERATIONS

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

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (PPE) which may include safety glasses, hearing or respiratory protection. When exiting 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

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- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

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

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

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

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

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

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

Remove keys from unattended vehicles.

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

XVI. DIVING OPERATIONS

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

The Dive Plan shall include the following:

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

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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 F

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Article 1
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 THE CONTRACT DOCUMENTS

2.1. EXECUTION, INTENT AND INTERPRETATIONS.

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

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

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

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

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

2.1.6. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of the Owner that such conditions actually exist. The Contractor shall inspect the Job Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work

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and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.

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

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

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

**Article 3
OWNER**

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

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

**Article 4
THE OWNER'S REPRESENTATIVE**

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

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

**Article 5
CONTRACTOR**

5.1. REVIEW OF CONTRACT DOCUMENTS. In addition to the representations and warranties contained in Article 9 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further acknowledges that it has satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation and has assured itself of the adequacy and accuracy of each of the Contract Documents, as well as the compatibility of any combination thereof, as they relate to one another and to the scope of Work and the Schedule. The Contractor hereby warrants and represents to the Owner that the Contract Documents are suitable and adapted for the Work and guarantees their

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

5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

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

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

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

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

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

5.3. MATERIALS AND EQUIPMENT.

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

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

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

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

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

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

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

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

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

5.7. TESTS.

5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the

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Contractor shall advise the Owner in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified.

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

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

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

**Article 6
SUBCONTRACTORS**

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

6.2. AWARD OF SUBCONTRACTS.

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

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

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

6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work,

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at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract Sum shall be governed by Article 12.

6.3. SUBCONTRACTUAL RELATIONS.

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

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

6.4. PAYMENTS TO SUBCONTRACTORS.

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

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

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

**Article 7
SEPARATE CONTRACTS**

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

7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

7.2.1. The Contractor shall afford all Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work

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and shall properly cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.

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

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

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

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

Article 8
TIME

8.1. DEFINITIONS.

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

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

8.1.3. The Date of Substantial Completion of the Work (or "Substantial Completion") is the date, certified by the Owner, when all construction is sufficiently complete in accordance with the Contract

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Documents that the Owner may, if it elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

8.2. PROGRESS AND COMPLETION; SCHEDULING.

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

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

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

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

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

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

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

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

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and/or by having all or any Subcontractors or Sub-subcontractors designated by the Owner provide overtime, extra shifts, Saturday, Sunday and/or holiday work.

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

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

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

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

**Article 9
PAYMENTS AND COMPLETION**

9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.

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

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

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

9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

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

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

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

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

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

9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid

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balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.

9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.

9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

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

9.4.2. Within a reasonable time following the Owner's receipt of written notification from the Contractor that the Work is ready for final inspection and acceptance and that the Contractor has completed all items set forth on the Punch List, including, delivery of the final Application for Payment, the Owner shall make such inspection and, when the Work is found to be acceptable under the Contract Documents and the Contract fully performed, shall certify completion of the Punch List, including approval of the final Application for Payment; provided, however, Owner shall not be required to certify completion of the Punch List and, therefore, neither final payment nor any retainage shall become due, until the Contractor submits to the Owner: (a) an affidavit, in a form approved by the Owner, that all payrolls, bills for materials and equipment and other indebtednesses connected with the Work for which the Owner or its property might in any way be responsible have been paid in full or otherwise satisfied; (b) consent of sureties, if any, to final payment; (c) all Contract Documents (except one set thereof to

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be retained by the Contractor), including, without limitation, a completed set of as-builts and record documents (as defined in and to the extent required by the Specifications); (d) such other data as the Owner may require establishing payment or satisfaction of all obligations of the Contractor in connection with the Work including, without limitation, receipt of final satisfaction and releases and waivers of lien and releases of any and all claims by the Contractor, Subcontractors and Sub-subcontractors, conforming in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto) and evidencing performance of the Work in accordance with the Contract Documents; (e) a release of the Owner and its insurers from and against any claims under the insurance required to be provided by the Owner hereunder (except to the extent of any claims theretofore timely filed which are owing but unpaid) and a release of the Owner from and against any claims between the Contractor and a separate contractor; (f) any governmental certificates required by the Contract Documents or otherwise to evidence compliance of the Contractor and the Work with applicable laws, ordinances, rules, codes, regulations and the Contract Documents; and (g) warranties, guarantees, assignments thereof, and maintenance or other manuals, required by the Specifications in the forms approved by the Owner, in favor of the Owner and such other persons as the Owner may direct (notwithstanding the foregoing, by execution of the Agreement, the Contractor shall be deemed to have guaranteed to the Owner the matters contained in the attached form of guarantee incorporated by reference into the Agreement); and (h) a fully and properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.

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

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

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

9.5. BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.

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

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

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

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Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.

**Article 10
PROTECTION OF PERSONS AND PROPERTY**

10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.

10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

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

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

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

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

10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required

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

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

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

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

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

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

10.4. EMERGENCIES. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss or to remedy said violation, whichever is applicable, failing which the Owner may immediately take whatever action it deems necessary, including, but not limited to, suspending the Work as provided in Paragraph 8.4. Any failure by the Contractor to act or remedy a violation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure to act or remedy a violation, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys'

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fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in Article 13.

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

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

**Article 11
INSURANCE**

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

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

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

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

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

11.1.5. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of work.

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

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

11.1.8. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.

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

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

11.3. CANCELLATION. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.

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

11.5. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

11.6. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.

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

**Article 12
CHANGES IN THE WORK**

12.1. CHANGE ORDERS AND DIRECTIVES. The Owner may, without affecting the validity of the Contract Documents or any term or condition thereof, issue Change Orders, or Directives, or give other orders and instructions regarding the Work which may have the effect of ordering extra work or other changes in the Work by altering, adding to or deducting from the Work, modifying the method or manner of its performance or otherwise (herein sometimes referred to as "Changes in the Work"). The Contractor shall comply with all such orders and instructions issued by the Owner. In any such event, the Contract Sum shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided, however, that if the Contractor should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum or extension of the Contract Time on account thereof. Upon receipt of any such Change Order, or Directive or other order or instructions, the Contractor shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the Contract Sum has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.

12.2. CHANGES REQUIRING AN INCREASE IN CONTRACT SUM. If any Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof

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on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described.

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

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

12.2.3. If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change in the Work, or the cost, use or rental of small tools, defined as tools with a cost or value of less than \$1,000, or equipment owned by the Contractor or any of its related or affiliated companies), plus fifteen percent (15%) of gross wages (excluding payroll costs) of Job Site labor and direct material costs and six percent (6%) of rental costs (other than small tools or equipment owned by the Contractor or any of its related or affiliated companies) as the total overhead and profit. Only the entity actually performing the Change in the Work or a portion thereof shall be entitled to a mark-up as aforesaid for overhead and profit, but the Contractor may include up to six percent (6%) of the amount it will pay to any Subcontractor, and a Subcontractor may include up to six percent (6%) of the amount it will pay to any Sub-subcontractor (only a maximum of two contractual tiers of such markup may be included), for the Change in the Work as overhead and profit to the Contractor or Subcontractor. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification, names and social security numbers of the labor employed, the materials used, the equipment rented (not tools) and such

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other evidence of costs as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.

12.2.5. The Work pursuant to this Contract shall be performed by the Contractor at no extra cost to the Owner despite any order from the Owner which designates or contemplates a portion of the Work as a Change in the Work.

12.3. CHANGES REQUIRING A DECREASE IN CONTRACT SUM. If any Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days after the date of the Owner's request or such longer period of time established by the Owner therein and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner's Representative in its reasonable judgment. If the Contractor fails to render any proposal within the time required herein, the Owner may issue a unilateral deductive Change Order giving the Owner's reasonable estimate of the deductive Change, which shall become automatically binding upon the Contractor.

12.4. DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.

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

**Article 13
CLAIMS**

13.1. CLAIMS FOR EXTENSIONS OF CONTRACT TIME. No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to

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Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.

13.2. CLAIMS FOR INCREASES IN CONTRACT SUM.

13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.

13.3. NO OTHER CLAIMS. The parties acknowledge that the provisions of Paragraphs 13.1. and 13.2. are included herein for the purpose of fixing and limiting the time within which, and the manner in which claims must be made; and that Paragraphs 13.1. and 13.2. do not grant to the Contractor any right to increases in the Contract Sum, or extensions in the Contract Time or any Milestones, not otherwise permitted or provided by the other terms and provisions of the Contract Documents.

**Article 14
UNCOVERING AND CORRECTION OF WORK;
OWNER'S RIGHT TO CARRY OUT WORK**

14.1. UNCOVERING OF WORK.

14.1.1. If any portion of the Work should be covered contrary to the instructions or request of the Owner or the requirements of the Contract Documents, the Contractor shall, if required by the Owner, uncover such portion of the Work for the Owner's observation and shall replace such Work all at the Contractor's expense.

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

14.2. CORRECTION OF WORK.

14.2.1. The Owner shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work rejected by the Owner, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay the Owner's schedule for completion of the Project or, if applicable, disturb the occupants of

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the completed Project, the Contractor shall perform such Work according to a schedule therefor established by the Owner (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.

14.2.2. If, within one (1) year after the Date of Substantial Completion of the Work (as determined by the Owner) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written instructions to that effect from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition.

14.2.3. The Contractor shall remove from the Job Site all Work which is defective or non-conforming and not corrected under Paragraph 5.4. or Subparagraphs 14.2.1. or 14.2.2. unless removal is waived by the Owner.

14.2.4. The Contractor shall bear the cost of making good all work of Separate Contractors (and any of the Owner's other structures or facilities) destroyed or damaged by such removal or correction.

14.2.5. If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from the Owner, the Owner may remove it and store the materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to the Owner. The obligations of the Contractor under this Subparagraph 14.2.5. shall be in addition to, and not in limitation of, any obligations imposed on it by law, by any other provision of this Contract or by any warranty or guarantee under this Contract.

14.2.6. If the Contractor fails to correct any defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 14.3. In the event of a defect found after final acceptance of the Work by the Owner which the Contractor is obligated to correct pursuant to Subparagraph 14.2.2., the Owner may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.

14.3. OWNER'S RIGHT TO CARRY OUT WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Contract, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from the Owner (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of Owner) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then the Owner may, without prejudice to any other remedy the Owner may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by the Owner, no notification shall be required. The Owner shall have the right to take possession of such portion of the Job Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and machinery of the Contractor located on the Job Site. If the Owner makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to the Owner.

14.4. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case an appropriate amount shall be offset against any amounts then or thereafter due to the Contractor; or, if the said appropriate amount of offset is determined after final payment (or if there is not then or thereafter due to the Contractor an amount sufficient to cover the offset available to the

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Owner), the Contractor shall, upon demand, pay the appropriate amount (or the difference after offset, as applicable) to the Owner.

**Article 15
TERMINATION OF CONTRACT**

15.1. **TERMINATION BY CONTRACTOR.** If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Contract and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges that it can be adequately compensated by such money damages for any breach of this Contract which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Contract or suspend or abandon its performance of the Work.

15.2. TERMINATION BY OWNER FOR CAUSE.

15.2.1. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provision of the Contract, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, three (3) days written notice, terminate the Contract and the employment of the Contractor on the Project, take possession of the Job Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner the Owner deems appropriate, the scope of the Work to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient, taking possession of such part of the Job Site and utilizing such materials, equipment, tools, construction equipment and machinery owned by the Contractor as may be necessary to accomplish the same. The Contractor hereby grants to the Owner the further right: (a) to enter upon any premises or property other than the Job Site in order to take possession of any materials, tools, equipment, machinery or other items intended for incorporation in the Work (or any portion thereof) or for use in the performance thereof; and (b) to receive an assignment of such subcontracts as the Owner deems necessary or desirable at the time of termination of this Contract or a portion thereof.

15.2.2. If this Contract is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Article 10 of the Agreement. If a portion of this Contract is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Contract so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.

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15.2.3. The remedies provided to the Owner in this Paragraph 15.2. are in addition to, and not in lieu of, any other rights or remedies available to the Owner under the Contract Documents, at law or in equity. In the event of any breach of this Contract by the Contractor, and whether or not this Contract is terminated by the Owner, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the Owner as a result thereof.

15.3. **TERMINATION BY OWNER WITHOUT CAUSE.** Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Contract without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Contract as a whole, the Owner may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work pursuant to Article 12.

**Article 16
MISCELLANEOUS PROVISIONS**

16.1. **GOVERNING LAW.** This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida, to the exclusion of Florida rules of conflicts of laws.

16.2. **ASSIGNABILITY; SUCCESSORS AND ASSIGNS.**

16.2.1. This Contract may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Contract in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Contract be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.

16.2.2. The Owner and the Contractor each binds itself and, to the extent permitted herein, its successors and assigns, to the other party and, to the extent permitted herein, the other party's successors and assigns, in respect to all covenants, agreements and obligations contained in the Contract Documents.

16.3. **NOTICE.** All notices (whether or not designated as such herein) which are required under this Contract to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).

16.4. **PERFORMANCE AND PAYMENT BONDS.** Unless waived or otherwise agreed by the Owner, the Contractor shall furnish (and if directed by the Owner shall require all or certain of its Subcontractors to furnish) a bond covering the faithful performance of this Contract (or any such subcontract), as revised or modified from time to time, and a bond covering the payment of all obligations arising thereunder in full compliance with the then current provisions of Section 713.23, Florida Statutes (or any successor thereto; or, if applicable, Section 255.05, Florida Statutes, or any successor thereto), each in the full Contract Sum, as revised or Modified from time to time, and with such sureties as may be approved by the Owner. Each bond shall contain the following language: "The provisions and limitations of Section 255.05 or of Section 713.23, Florida Statutes, whichever is applicable to the Contract, are incorporated herein by reference, provided, however, that in the event of any conflict between the provisions of said Section 255.05 or Section 713.23 and those contained in this bond, the provisions of said Section 255.05 or Section 713.23 shall govern." If such bonds, or either of them, are stipulated in the bidding documents or in the Contract Documents, the premium therefor shall be

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paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Contract or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Contract (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.

16.5. MAINTENANCE OF HARMONIOUS RELATIONS. The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of the Owner to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. The Owner reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.

16.6. UNION AGREEMENTS. Regardless of the expiration of any collective bargaining agreement during the term of this Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the Central Florida Tourism Oversight District or any of the properties or facilities located therein, irrespective of whether such properties are owned by the Owner or by a third party. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.

16.7. USE OF OWNER'S NAME/CONFIDENTIALITY. Neither the Contractor nor its Subcontractors or Sub-subcontractors, by virtue of this Contract, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful

EXHIBIT G**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – OCTOBER 2025 EDITION
CONTRACT NO.: C006628**

misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.

16.8. GENERAL.

16.8.1. The captions of divisions, sections, articles, paragraphs, subparagraphs, clauses and the like in the Contract Documents are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, paragraphs, subparagraphs, clauses and the like. The parties agree that the Contract Documents shall not be construed more strictly against any party regardless of the identity of their drafter.

16.8.2. Unless otherwise specified, article, paragraph and subparagraph references appearing in these General Conditions are to articles, paragraphs and subparagraphs herein.

16.8.3. Wherever this Contract obligates the Contractor hereunder to reimburse the Owner or others for attorneys' fees, such obligation shall not only include attorneys' fees incurred prior to and including litigation in the trial court, but also all attorneys' fees incurred in connection with any and all appellate proceedings, no matter to which court any appeal is taken and by whomever so taken.

16.8.4. Wherever this Contract obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and its supervisors, administrators, officers, directors, agents, employees, agents, successors and assigns and Owner's Representative, and its parent, related, affiliated and subsidiary companies and the officers, directors, agents, employees and assigns of each; (ii) the Contractor shall defend (if requested by the Owner) and hold each indemnitee harmless; (iii) in the event of any such requested defense, the Owner may choose its legal counsel, control the litigation including, without limitation, determining legal strategy, settlement strategy and whether or not to file any appeals; (iv) the Contractor shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence, recklessness or intentional wrongful misconduct of any of those indemnified pursuant to any such provision, it being understood and agreed that no such comparative or contributing negligence, recklessness or intentional wrongful misconduct shall relieve the Contractor from its liability to indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified; (v) no indemnification obligation hereunder shall be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any Worker's Compensation Act, disability benefit acts or other employee benefit acts; and (vi) all such indemnity provisions shall survive the expiration or sooner termination of this Contract.

16.8.5. Unless otherwise specifically provided herein, the Owner may withhold any consents, approvals or waivers required of it pursuant to the Contract in its sole discretion.

16.9. IMMIGRATION REFORM CONTROL ACT. All Contractors, Subcontractors, and Sub-subcontractors must adhere to the Immigration Reform Control Act of 1986 and shall maintain I-9 forms regarding all employees. It is not the Owner's obligation to ensure compliance with this law, however, the Owner reserves the right to inspect and copy the Contractor's records in this regard upon request.

16.10. ADJACENT LAND AND LANDOWNERS. To the extent the Work requires the Contractor to enter upon land owned by others than the Owner, or the Contractor is permitted to enter upon such land, then the Contractor shall, prior to entry, satisfy itself as to all conditions present upon such land and shall take all necessary precautions to protect all persons and property from injury or damage as a result of the Contractor's entry upon such land and shall promptly repair any damage to the land and any property located thereon. The Contractor shall defend, indemnify and hold harmless the owner(s) of such land from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by or arising out of the Contractor's entry upon such land. Nothing contained herein shall create any contractual relationship between the Contractor and the owner(s) of such land; however, it is acknowledged that the owner(s) of such land are intended third party beneficiaries of the obligations of the Contractor hereunder.

<<END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION>>

END OF EXHIBIT G

Exhibit H
FORMS
CONTRACT NO. C006628

THIS EXHIBIT CONTAINS THE FOLLOWING:

- Payment Bond
- Performance Bond
- Dual Obligees Rider
- Consent of Surety for Partial Payment Application (SAMPLE)
- Contractor's Interim Affidavit (SAMPLE)
- Contractor's Request for Information (SAMPLE)
- Directive (SAMPLE)
- Close-Out Change Order Forms (SAMPLE)

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

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

CONTRACTOR:

WATSON CIVIL CONSTRUCTION, INC.
319 West Town Place, Suite 25
St. Augustine, FL 32092 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: December 19, 2025
Contract No. C006628
Project: 2026 Milling and Resurfacing Pavement Program

Legal Description or Location of Project: Buena Vista Drive between All Star and Western Way; Epcot Center Drive (EB) from World Drive to the existing pavement joint; Griffin Road from World Drive to U.S. 192 (SR 530/West Irlo Bronson Memorial Highway).

Contract Sum: SIX MILLION, SEVEN HUNDRED SIXTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$6,763,333.00) (hereinafter "Contract")

BOND:

Date: December 19, 2025
Amount: SIX MILLION, SEVEN HUNDRED SIXTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$6,763,333.00) (hereinafter "Bond")

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

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

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

CONTRACTOR:
WATSON CIVIL CONSTRUCTION, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND**

OWNER:

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

CONTRACTOR:

WATSON CIVIL CONSTRUCTION, INC.
319 West Town Place, Suite 25
St. Augustine, FL 32092 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: December 19, 2025
Contract No. C006628
Project: 2026 Milling and Resurfacing Pavement Program

Legal Description or Location of Project: Buena Vista Drive between All Star and Western Way; Epcot Center Drive (EB) from World Drive to the existing pavement joint; Griffin Road from World Drive to U.S. 192 (SR 530/West Irlo Bronson Memorial Highway).

Contract Sum: SIX MILLION, SEVEN HUNDRED SIXTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$6,763,333.00) (hereinafter "Contract")

BOND:

Date: December 19, 2025
Amount: SIX MILLION, SEVEN HUNDRED SIXTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE AND ZERO ONE-HUNDREDTHS DOLLARS (\$6,763,333.00) (hereinafter "Bond")

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

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

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

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

CONTRACTOR:
WATSON CIVIL 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: **Watson Civil 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 # C006628
Payment Req. No.: _____

Dear Sir or Madam:

_____ (Surety) hereby consents to the payment of the amount of moneys due to _____ (Prime Contractor), by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT for which the necessary duly executed affidavits/releases of liens have not been provided.

This Consent of Surety is executed in lieu of the appropriated Affidavit and Release of Lien from _____ (Subcontractor/s - Supplier/s list if necessary) which the District's Prime Contractor has not submitted with its Partial Payment Application. The Surety executes this Consent for the amount of _____, encompassing Work and/or labor performed, the provision of materials, equipment, and supplies through the _____ day of _____, 20____, except for any applicable retainage.

_____ (Surety) further acknowledges that payment by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT shall not be construed as a waiver of any of the District's rights or those of any other named Obligee under the Payment and Performance Bonds; nor a determination by the District or those of any other named Obligee as to the merits of any controversy or dispute between the Prime Contractor and a Subcontractor/Supplier.

Sincerely,

Name

Title

Signature of Attorney-in-Fact

Note: Documentation must be provided that reflects the Attorney-in-Fact's authority to sign for the Surety.

CONTRACTOR'S INTERIM AFFIDAVIT

From: WATSON CIVIL CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned deposes and says:

1. That they are over the age of eighteen (18) years, have personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No.: C006628, dated December 19, 2025, for 2026 Milling and Resurfacing Pavement Program.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to, or claimed by, all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of liens and waivers of claims through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Contractor: Watson Civil Construction, Inc.

By: _____

Print Name

Print Title

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Date: _____

From: WATSON CIVIL CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006628, dated December 19, 2025, between CENTRAL FLORIDA TOURISM DISTRICT and WATSON CIVIL CONSTRUCTION, INC.

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

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

Please initial: _____
Contractor

CONTRACTOR'S REQUEST FOR INFORMATION

RFI NO: _____

DATE: _____

DATE INFORMATION REQUIRED: _____

SUBMITTED BY: _____

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

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

SUBJECT: _____

DESCRIPTION: _____

By: _____

ENGINEER/ARCHITECT ASSIGNMENT

To: _____ Date: _____

From: _____

ENGINEER/ARCHITECT RESPONSE

REPLY: _____

By: _____ Date: _____

RESPONSE TO CONTRACTOR

To: _____ Date: _____

Copy To: _____ From: _____

DIRECTIVE NO.

CONTRACT NO: C006628

DATE: _____

PROJECT: **2026 Milling and Resurfacing Pavement Program**

SUB-PROJECT: _____

CONTRACTOR: Watson Civil Construction, Inc.

ATTACHMENTS:

DESCRIPTION: _____

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

The following is applicable to this Directive as marked:

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

Approved:

Recommended for Approval:

Central Florida Tourism Oversight District Date

Engineer/Architect (insert company name) Date

Accepted:

Contractor: Watson Civil Construction, Inc. Date

Copy: Contract File
Engineer/Architect's Project Manager: _____
Owner's Project Manager: _____

CONTRACTOR: Watson Civil Construction, Inc.
CONTRACT NUMBER: C006628
CHANGE ORDER NO. (Insert C.O. Number

Closeout Change Order
Attachment A

GENERAL RELEASE

CONTRACT NO. C006628

FOR AND IN CONSIDERATION OF THE SUM OF \$_____ (Insert Amount of Final Payment, including all retainage withheld), as FINAL PAYMENT, the receipt and adequacy of which is hereby acknowledged, WATSON CIVIL CONSTRUCTION, INC., the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated December 19, 2025, Contract No. C006628, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and WATSON CIVIL CONSTRUCTION, INC. and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

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

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

Attested on this date _____.

Watson Civil Construction, Inc.
(Contractor)

Signature

Print Name

Print Title

CONTRACTOR: Watson Civil Construction, Inc.
CONTRACT NUMBER: C006628
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment B – Page 1

CONTRACTOR'S AFFIDAVIT

From: WATSON CIVIL CONSTRUCTION, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned deposes and says:

1. That they are over the age of eighteen (18) years, have personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. C006628, dated December 19, 2025, for the 2026 Milling and Resurfacing Pavement Program project.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Watson Civil Construction, Inc.
(Contractor)

By: _____

Print Name

Print Title

CONTRACTOR: Watson Civil Construction, Inc.
CONTRACT NUMBER: C006628
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment B – Page 2

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Date: (Insert Date)

From: Watson Civil Construction, Inc.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

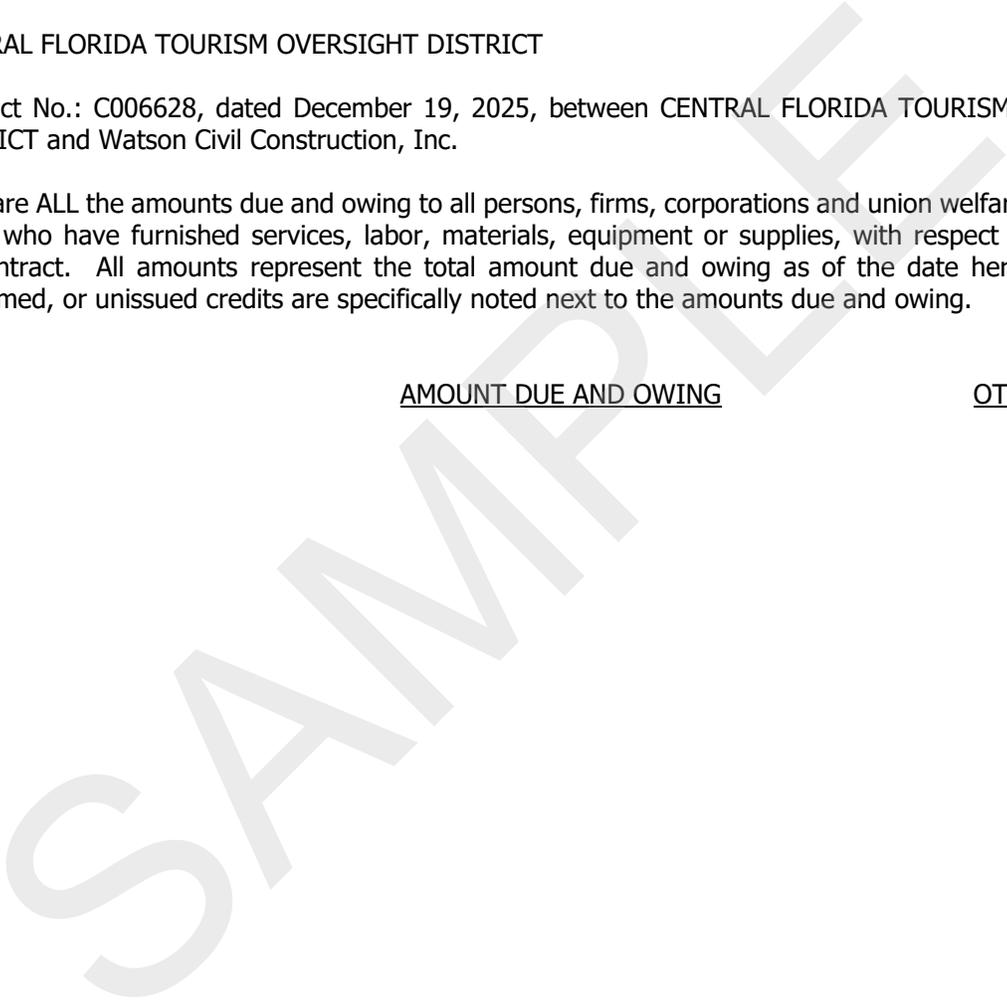
Re: Contract No.: C006628, dated December 19, 2025, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and Watson Civil Construction, Inc.

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

NAME

AMOUNT DUE AND OWING

OTHER



Please initial: _____
Contractor

CONTRACTOR: Watson Civil Construction, Inc.
CONTRACT NUMBER: C006628
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Watson Civil Construction, Inc.

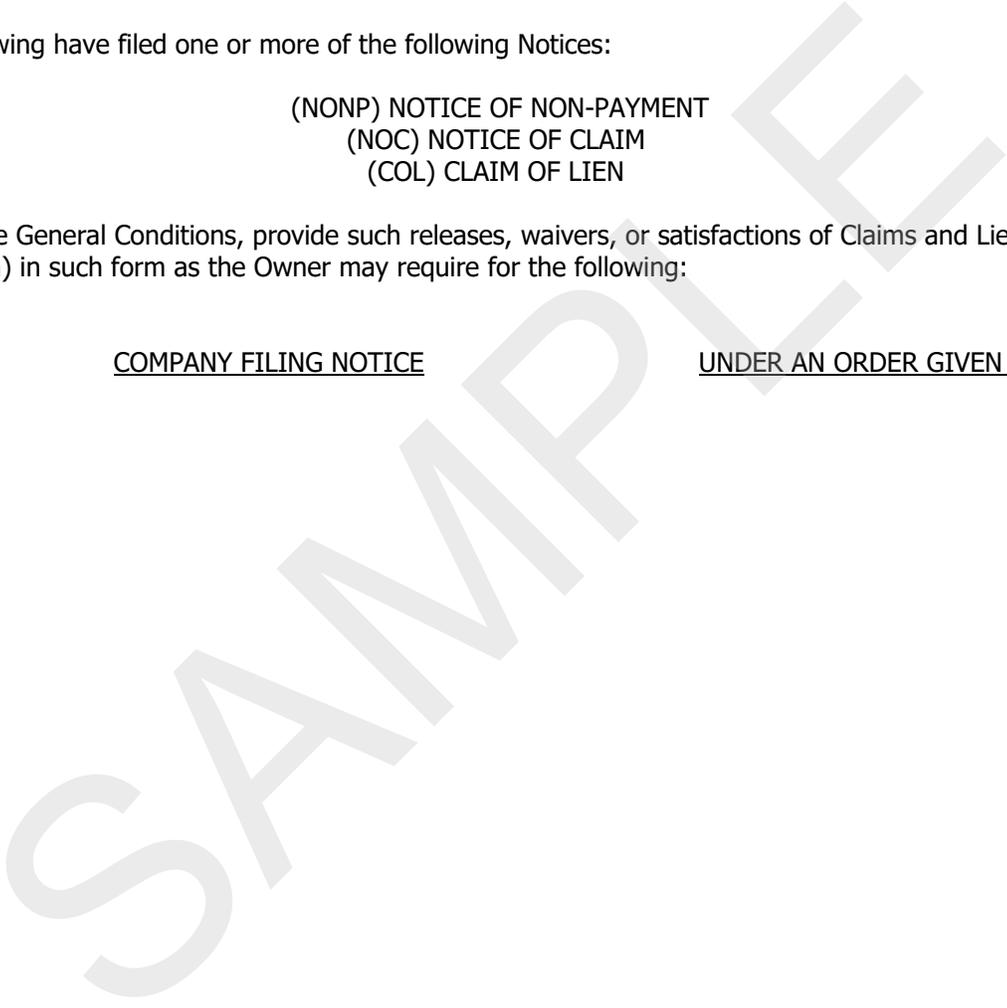
CONTRACT NO. C006628

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

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

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

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



Please initial: _____
Contractor

CONTRACTOR: Watson Civil Construction, Inc.
CONTRACT NUMBER: C006628
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment D

CONTRACTOR'S GUARANTEE TO OWNER

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006628

Project: 2026 Milling and Resurfacing Pavement Program

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

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

Watson Civil Construction, Inc.
(Contractor)

By: _____

(Title)

Local Representative to be contacted for service:

Contractor: (Watson Civil Construction, Inc.)
Name: _____
Address: 319 West Town Place, Suite 25
St. Augustine, FL 32092
Telephone No.: _____

CONSENT OF SURETY TO FINAL PAYMENT

Date: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

Attention: Contracting Officer

Dear Ms. Kimball:

We are the surety for the "Contractor" under Performance and Payment Bonds issued in connection with Contract No. C006628, dated December 19, 2025, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the 2026 Milling and Resurfacing Pavement Program project. We understand that the Contractor desires to be paid, subject to our consent, the retainage held by the Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

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

Sincerely,

Name

Title

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

Exhibit I - Specification Section 00850 – List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 2026 Milling & Resurfacing Pavement Program
 Contract: C006628

Section 00850
 List of Drawings and Specifications
~~October 22, 2025~~
 Revised December 03, 2025

**SECTION 00850
 LIST OF DRAWINGS AND SPECIFICATIONS**

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

Project Manual

Entitled: 2026 Milling & Resurfacing Pavement Program

Dated: ~~October 22, 2025~~ Revised December 03, 2025

DRAWINGS:

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

LIST OF DRAWINGS / MATERIALS:

DRAWING NO.	DRAWING TITLE	ISSUE DATE	EOR
BUENA VISTA DRIVE FROM ALL STAR TO WESTERN WAY RESURFACING PAVEMENT ONLY PROJECT			
1	Key Sheet	8/1/2025	Kisinger Campo & Associates Corp.
2	Typical Sections (1)	7/15/2025	Kisinger Campo & Associates Corp.
3	Typical Sections (2)	7/15/2025	Kisinger Campo & Associates Corp.
4	Project Layout	7/15/2025	Kisinger Campo & Associates Corp.
5	General Notes	7/31/2025	Kisinger Campo & Associates Corp.
6	Roadway Plan (01)	7/15/2025	Kisinger Campo & Associates Corp.
7	Roadway Plan (02)	7/15/2025	Kisinger Campo & Associates Corp.
8	Roadway Plan (03)	7/15/2025	Kisinger Campo & Associates Corp.
9	Roadway Plan (04)	7/15/2025	Kisinger Campo & Associates Corp.
10	Roadway Plan (05)	7/15/2025	Kisinger Campo & Associates Corp.
11	Roadway Plan (06)	7/15/2025	Kisinger Campo & Associates Corp.
12	Roadway Plan (07)	7/15/2025	Kisinger Campo & Associates Corp.
13	Roadway Plan (08)	7/15/2025	Kisinger Campo & Associates Corp.
14	Stormwater Pollution Prevention Plan (1)	7/31/2025	Kisinger Campo & Associates Corp.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 2026 Milling & Resurfacing Pavement Program
 Contract: C006628

Section 00850
 List of Drawings and Specifications
~~October 22, 2025~~
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15	Stormwater Pollution Prevention Plan (2)	7/31/2025	Kisinger Campo & Associates Corp.
16	Temporary Detour (1)	7/30/2025	Kisinger Campo & Associates Corp.
17	Temporary Detour (2)	7/30/2025	Kisinger Campo & Associates Corp.
18	Temporary Detour (3)	7/30/2025	Kisinger Campo & Associates Corp.
19	Temporary Detour (4)	7/30/2025	Kisinger Campo & Associates Corp.
EPCOT CENTER DR. (EB) FROM OUTBOUND – WORLD DRIVE (WD) TO THE EXIST. PAVEMENT JOINT RESURFACING PAVEMENT ONLY PROJECT			
1	Key Sheet	8/1/2025	Kisinger Campo & Associates Corp.
2	Typical Sections (1)	5/14/2025	Kisinger Campo & Associates Corp.
3	Typical Sections (2)	5/1/2025	Kisinger Campo & Associates Corp.
4	Project Layout	4/16/2025	Kisinger Campo & Associates Corp.
5	General Notes	7/31/2025	Kisinger Campo & Associates Corp.
6	Roadway Plan (01)	5/1/2025	Kisinger Campo & Associates Corp.
7	Roadway Plan (02)	5/1/2025	Kisinger Campo & Associates Corp.
8	Roadway Plan (03)	5/1/2025	Kisinger Campo & Associates Corp.
9	Roadway Plan (04)	5/1/2025	Kisinger Campo & Associates Corp.
10	Roadway Plan (05)	5/1/2025	Kisinger Campo & Associates Corp.
11	Roadway Plan (06)	6/13/2025	Kisinger Campo & Associates Corp.
12	Roadway Plan (07)	6/13/2025	Kisinger Campo & Associates Corp.
13	Roadway Plan (08)	5/1/2025	Kisinger Campo & Associates Corp.
14	Roadway Plan (09)	5/1/2025	Kisinger Campo & Associates Corp.
15	Roadway Plan (10)	6/13/2025	Kisinger Campo & Associates Corp.
16	Roadway Plan (11)	5/1/2025	Kisinger Campo & Associates Corp.
17	Roadway Plan (12)	5/1/2025	Kisinger Campo & Associates Corp.
18	Roadway Plan (13)	5/1/2025	Kisinger Campo & Associates Corp.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 2026 Milling & Resurfacing Pavement Program
 Contract: C006628

Section 00850
 List of Drawings and Specifications
~~October 22, 2025~~
 Revised December 03, 2025

19	Roadway Plan (14)	5/1/2025	Kisinger Campo & Associates Corp.
20	Roadway Plan (15)	5/1/2025	Kisinger Campo & Associates Corp.
21	Roadway Plan (16)	5/1/2025	Kisinger Campo & Associates Corp.
22	Roadway Plan (17)	5/1/2025	Kisinger Campo & Associates Corp.
23	Roadway Plan (18)	5/14/2025	Kisinger Campo & Associates Corp.
24	Stormwater Pollution Prevention Plan (1)	5/1/2025	Kisinger Campo & Associates Corp.
25	Stormwater Pollution Prevention Plan (2)	5/1/2025	Kisinger Campo & Associates Corp.
26	Temporary Detour (1)	6/13/2025	Kisinger Campo & Associates Corp.
27	Temporary Detour (2)	6/12/2025	Kisinger Campo & Associates Corp.
GRIFFIN RD. FROM WORLD DRIVE (WD) TO U.S. 192 (SR 530/WEST IRLO BRONSON MEMORIAL HWY) RESURFACING PAVEMENT ONLY PROJECT			
1	Key Sheet	8/1/2025	Kisinger Campo & Associates Corp.
2	Typical Sections	5/29/2025	Kisinger Campo & Associates Corp.
3	Project Layout	5/29/2025	Kisinger Campo & Associates Corp.
4	General Notes	7/31/2025	Kisinger Campo & Associates Corp.
5	Roadway Plan (01)	6/13/2025	Kisinger Campo & Associates Corp.
6	Roadway Plan (02)	5/29/2025	Kisinger Campo & Associates Corp.
7	Roadway Plan (03)	5/29/2025	Kisinger Campo & Associates Corp.
8	Roadway Plan (04)	5/29/2025	Kisinger Campo & Associates Corp.
9	Roadway Plan (05)	5/29/2025	Kisinger Campo & Associates Corp.
10	Roadway Plan (06)	5/29/2025	Kisinger Campo & Associates Corp.
11	Roadway Plan (07)	5/29/2025	Kisinger Campo & Associates Corp.
12	Roadway Plan (08)	5/29/2025	Kisinger Campo & Associates Corp.
13	Stormwater Pollution Prevention Plan (1)	4/29/2025	Kisinger Campo & Associates Corp.
14	Stormwater Pollution Prevention Plan (2)	4/28/2025	Kisinger Campo & Associates Corp.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 2026 Milling & Resurfacing Pavement Program
 Contract: C006628

Section 00850
 List of Drawings and Specifications
 October 22, 2025
 Revised December 03, 2025

15	Temporary Detour (1)	6/12/2025	Kisinger Campo & Associates Corp.
16	Temporary Detour (2)	6/12/2025	Kisinger Campo & Associates Corp.
GUARDRAIL REPLACEMENT (BASE BID & BID ALTERNATES)			
1	General Notes	6/20/2025	Kisinger Campo & Associates Corp.
2	Signature Sheet	6/20/2025	Kisinger Campo & Associates Corp.
3	Project Layout 10	6/20/2025	Kisinger Campo & Associates Corp.
4	Project Layout 10	6/20/2025	Kisinger Campo & Associates Corp.
5	Project Layout 10	6/20/2025	Kisinger Campo & Associates Corp.
6	Project Layout 10	6/20/2025	Kisinger Campo & Associates Corp.
7	Guardrail 66	7/9/2025	Kisinger Campo & Associates Corp.
8	Guardrail 75	6/20/2025	Kisinger Campo & Associates Corp.
9	Guardrail 76	6/20/2025	Kisinger Campo & Associates Corp.
10	Guardrail 81	6/20/2025	Kisinger Campo & Associates Corp.
11	Guardrail 85 (1), 86, 87 (1)	6/20/2025	Kisinger Campo & Associates Corp.
12	Guardrail 84 (1), 85 (2), 87 (2), 88	6/20/2025	Kisinger Campo & Associates Corp.
13	Guardrail 83 (1), 84 (2), 89 (1)	6/20/2025	Kisinger Campo & Associates Corp.
14	Guardrail 83 (2), 89 (2)	6/20/2025	Kisinger Campo & Associates Corp.
15	Guardrail 92	6/20/2025	Kisinger Campo & Associates Corp.
16	Guardrail 95	6/20/2025	Kisinger Campo & Associates Corp.
17	Guardrail 97	6/20/2025	Kisinger Campo & Associates Corp.
18	Guardrail 99, 112, 113 (1)	6/20/2025	Kisinger Campo & Associates Corp.
19	Guardrail 113 (2)	6/20/2025	Kisinger Campo & Associates Corp.
20	Guardrail 107, 108	6/20/2025	Kisinger Campo & Associates Corp.
21	Verified Utility Locates	6/20/2025	Kisinger Campo & Associates Corp.

HNTB Corporation

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 2026 Milling & Resurfacing Pavement Program
 Contract: C006628

Section 00850
 List of Drawings and Specifications
~~October 22, 2025~~
 Revised December 03, 2025

SUPPLEMENTAL ATTACHMENTS:

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

ATTACHMENT NO.	SUPPLEMENTAL ATTACHMENT	ISSUE DATE	ISSUER
SA-01	RCES Underground Construction Rules in the Vicinity of CFTOD Electrical Utilities (REV 6)	02/08/2023	RCES
SA-02	2025 CFTOD Insurance Requirements	02/27/2025	CFTOD

SPECIFICATIONS:

The following list of specifications is applicable to the foregoing.

SECTION NO.	SECTION TITLE	ISSUE DATE	STATUS
DIVISION 00 – CONTRACT & BIDDING DOCUMENTS			
00850	List of Drawings and Specifications	10/14/2025	Revised 12/03/2025
DIVISION 01 – GENERAL REQUIREMENTS			
01009	Project Specific Safety Plan Requirements	10/14/2025	10/22/2025
01010	Summary of Work	10/14/2025	10/22/2025
01018	Owner Furnished Products	10/14/2025	AS NEEDED
01019	Owner Purchased Products	10/14/2025	
01019A	Owner Direct Purchase Routing Procedures	10/14/2025	
01019B	Contractor’s Vendor Invoice Affirmation Letter	10/14/2025	
01019C	Owner’s Vendor Invoice Affirmation Letter	10/14/2025	
01020	Electronic Document Processing Service	10/14/2025	
01021	Allowances	10/14/2025	
01041	Project Coordination	10/14/2025	
01045	Cutting and Patching	10/14/2025	
01050	Field Engineering	10/14/2025	
01100	Alternates	10/14/2025	
01202	Progress Meetings	10/14/2025	
01310	Construction Schedule	10/14/2025	10/22/2025
01315	Contract Time, Sequencing and Timing of Work	10/14/2025	10/22/2025
01325	Scheduling of Work	10/14/2025	10/22/2025
01330	Submittal Procedures	10/14/2025	10/22/2025
01340	Shop Drawings, Product Data and Samples	10/14/2025	10/22/2025
01370	Schedule of Values	10/14/2025	10/22/2025
01410	Regulatory Requirements	10/14/2025	10/22/2025
01420	References	10/14/2025	10/22/2025
01430	Soils Investigation	10/14/2025	10/22/2025 AS NEEDED

Exhibit I - Specification Section 00850 – List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 2026 Milling & Resurfacing Pavement Program
 Contract: C006628

Section 00850
 List of Drawings and Specifications
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01440	Quality Assurance and Quality Control	10/14/2025	10/22/2025
01455	Testing and Inspection Services	10/14/2025	10/22/2025
01500	Temporary Construction Facilities	10/14/2025	10/22/2025
01560	Erosion Control and Dewatering	10/14/2025	10/22/2025 AS NEEDED
01560A	SFWMD Dewatering Permit Notification	10/14/2025	10/22/2025 AS NEEDED
01560B	Turbidity Monitoring Plan Requirements	10/14/2025	10/22/2025 AS NEEDED
01630	Substitutions and Product Options	10/14/2025	10/22/2025
01640	Product Handling and Protection	10/14/2025	10/22/2025
01700	Project Closeout	10/14/2025	10/22/2025
01710	Cleaning	10/14/2025	10/22/2025
01720	Project Record Documents	10/14/2025	10/22/2025
01730	Execution	10/14/2025	10/22/2025
01750	Starting and Adjusting	10/14/2025	10/22/2025
09870	Protective Coatings for Carbon Steel Light Poles and Mast Arms	10/14/2025	10/22/2025 AS NEEDED
DIVISION 02 & 03 – SECTION 1 – ROADWAY SPECIFICATIONS			
	FDOT Specification Reference and Modifications	5/19/2025	
CFTOD 334	Specification for Asphalt Pavement	5/19/2025	
CFTOD 528	Specification for Portland Cement Concrete Sidewalk and Driveway	5/19/2025	

The following is a list of updated drawings:

DRAWING NO.	DRAWING TITLE	ISSUE DATE	EOR
BUENA VISTA DRIVE FROM ALL STAR TO WESTERN WAY RESURFACING PAVEMENT ONLY PROJECT			
2	Typical Sections (1)	11/17/2025	Kisinger Campo & Associates Corp.
3	Typical Sections (2)	11/17/2025	Kisinger Campo & Associates Corp.
19	Temporary Detour (04)	11/17/2025	Kisinger Campo & Associates Corp.

DRAWING NO.	DRAWING TITLE	ISSUE DATE	EOR
GUARDRAIL REPLACEMENT (BASE BID & BID ALTERNATES)			
20	Guardrail 107, 108	11/17/2025	HNTB Corporation

The following is a list of additional SUPPLEMENTAL ATTACHMENTS:

- Monorail Proximity Construction Plan (issued 11/10/2025)
- Project Specific Safety Plan Sample Form (issued 10/23/2025)

The documents referenced herein, with the exception of this Revised Section 00850-List of Drawings and Specifications are available at: <https://vendors.planetbids.com/portal/62171/bo/bo-detail/134740#>

END OF SECTION 00850



Central Florida Tourism Oversight District
Project 2026 Milling & Resurfacing Pavement Program ITB#C006628
Issued on 10/23/2025

Item Num	Section	Description	UOM	QTY	Watson Civil Construction, Inc. St. Augustine, FL			Hubbard Construction Company Winter Park, FL		Ranger Construction Industries, Inc. Winter Garden, FL			Superior Asphalt, Inc. Oneco, FL	
					Unit. Price	Line Total	Comment	Unit. Price	Line Total	Unit. Price	Line Total	Comment	Unit. Price	Line Total
1	MILLING & RESURFACING - BUENA VISTA DRIVE BETWEEN ALL STAR & WESTERN WAY- GENERAL CONDITIONS	Permits and Fees	LS	1	\$1,000.00	\$1,000.00		\$483.25	\$483.25	\$9.25	\$9.25		\$2,250.00	\$2,250.00
2		Performance and Payment Bonds	LS	1	\$30,000.00	\$30,000.00		\$16,129.64	\$16,129.64	\$7,870.00	\$7,870.00		\$15,500.00	\$15,500.00
3		Project Management	MO	3.5	\$19,000.00	\$66,500.00		\$7,528.33	\$26,349.16	\$826.00	\$2,891.00		\$2,250.00	\$7,875.00
4		Monthly Schedule Updates	MO	3.5	\$500.00	\$1,750.00		\$604.07	\$2,114.25	\$894.50	\$3,130.75		\$750.00	\$2,625.00
5		Submittals and Shop Drawings	LS	1	\$500.00	\$500.00		\$4,001.87	\$4,001.87	\$4,350.00	\$4,350.00		\$725.00	\$725.00
6		Daily Reporting	MO	3.5	\$1,000.00	\$3,500.00		\$7,951.50	\$27,830.25	\$894.50	\$3,130.75		\$1,500.00	\$5,250.00
7		Mobilization and Demobilization	LS	1	\$350,000.00	\$350,000.00		\$56,324.02	\$56,324.02	\$96,915.00	\$96,915.00		\$55,000.00	\$55,000.00
8		Field Coordination and Layout	MO	3.5	\$9,300.00	\$32,550.00		\$6,078.56	\$21,274.96	\$2,370.00	\$8,295.00		\$4,500.00	\$15,750.00
9		Erosion and Sedimentation Control	LS	1	\$12,800.00	\$12,800.00		\$10,475.41	\$10,475.41	\$11,000.00	\$11,000.00		\$2,225.00	\$2,225.00
10		Site Stabilization (Sodding)	LS	1	\$10,000.00	\$10,000.00		\$30,695.54	\$30,695.54	\$32,400.00	\$32,400.00		\$11,000.00	\$11,000.00
11		Maintenance of Traffic (MOT)	MO	3.5	\$40,000.00	\$140,000.00		\$44,988.85	\$157,460.98	\$29,000.00	\$101,500.00		\$60,000.00	\$210,000.00
					Subtotal	\$648,600.00		\$353,139.32		\$271,491.75			\$328,200.00	
12	MILLING & RESURFACING - BUENA VISTA DRIVE BETWEEN ALL STAR & WESTERN WAY- ROADWAYS	4" Milling of Existing Asphalt Pavement	LS	1	\$310,000.00	\$310,000.00		\$265,107.71	\$265,107.71	\$543,000.00	\$543,000.00		\$355,500.00	\$355,500.00
13		SP- Structural (PG 82-22)	TN	6250	\$178.00	\$1,112,500.00		\$200.17	\$1,251,062.50	\$186.80	\$1,167,500.00		\$243.55	\$1,522,187.50
14		FC-12.5 Friction (PG 82-22)	TN	3750	\$203.50	\$763,125.00		\$231.03	\$866,362.50	\$217.40	\$815,250.00		\$239.00	\$896,250.00
15		Signing and Pavement Markings	LS	1	\$108,000.00	\$108,000.00		\$130,608.65	\$130,608.65	\$168,000.00	\$168,000.00		\$158,000.00	\$158,000.00
					Subtotal	\$2,293,625.00		\$2,513,141.36		\$2,693,750.00			\$2,931,937.50	
16	MILLING & RESURFACING - EPCOT CENTER DR. (EB) FROM WORLD DRIVE TO THE EXIST. PAVEMENT JOINT- GENERAL CONDITIONS	Permits and Fees	LS	1	\$500.00	\$500.00		\$483.25	\$483.25	\$9.25	\$9.25		\$2,250.00	\$2,250.00
17		Performance and Payment Bonds	LS	1	\$15,000.00	\$15,000.00		\$10,174.96	\$10,174.96	\$4,910.00	\$4,910.00		\$8,835.00	\$8,835.00
18		Project Management	MO	2.5	\$19,000.00	\$47,500.00		\$7,528.33	\$18,820.83	\$578.00	\$1,445.00		\$2,250.00	\$5,625.00
19		Monthly Schedule Updates	MO	2.5	\$500.00	\$1,250.00		\$604.07	\$1,510.18	\$578.00	\$1,445.00		\$750.00	\$1,875.00
20		Submittals and Shop Drawings	LS	1	\$500.00	\$500.00		\$1,333.95	\$1,333.95	\$3,110.00	\$3,110.00		\$725.00	\$725.00
21		Daily Reporting	MO	2.5	\$1,000.00	\$2,500.00		\$7,951.51	\$19,878.78	\$578.00	\$1,445.00		\$1,500.00	\$3,750.00
22		Mobilization and Demobilization	LS	1	\$200,000.00	\$200,000.00		\$43,597.57	\$43,597.57	\$60,500.00	\$60,500.00		\$41,500.00	\$41,500.00
23		Field Coordination and Layout	MO	2.5	\$9,300.00	\$23,250.00		\$6,078.56	\$15,196.40	\$3,320.00	\$8,300.00		\$4,500.00	\$11,250.00
24		Erosion and Sedimentation Control	LS	1	\$9,100.00	\$9,100.00		\$5,065.31	\$5,065.31	\$11,600.00	\$11,600.00		\$3,800.00	\$3,800.00
25		Site Stabilization (Sodding)	LS	1	\$6,000.00	\$6,000.00		\$87,854.03	\$87,854.03	\$60,900.00	\$60,900.00		\$11,400.00	\$11,400.00
26	Maintenance of Traffic (MOT)	MO	2.5	\$40,000.00	\$100,000.00		\$41,003.42	\$102,508.55	\$29,500.00	\$73,750.00		\$42,000.00	\$105,000.00	
					Subtotal	\$405,600.00		\$306,423.80		\$227,414.25			\$196,010.00	
27	MILLING & RESURFACING - EPCOT CENTER DR. (EB) FROM WORLD DRIVE TO THE EXIST. PAVEMENT JOINT - ROADWAYS	3.5" Milling of Existing Asphalt Pavement	LS	1	\$112,000.00	\$112,000.00		\$146,116.75	\$146,116.75	\$331,000.00	\$331,000.00		\$120,000.00	\$120,000.00
28		3" Milling of Existing Asphalt Pavement	LS	1	\$35,700.00	\$35,700.00		\$29,598.79	\$29,598.79	\$45,500.00	\$45,500.00		\$32,500.00	\$32,500.00
29		1.5" Milling of Existing Asphalt Pavement	LS	1	\$15,500.00	\$15,500.00		\$9,262.45	\$9,262.45	\$7,880.00	\$7,880.00		\$2,750.00	\$2,750.00
30		SP- Structural (PG 82-22)	TN	3300	\$178.00	\$587,400.00		\$199.02	\$656,766.00	\$191.50	\$631,950.00		\$232.50	\$767,250.00
31		FC-12.5 Friction (PG 82-22)	TN	2700	\$203.50	\$549,450.00		\$217.80	\$588,060.00	\$196.60	\$530,820.00		\$233.05	\$629,235.00
32		Signing and Pavement Markings	LS	1	\$68,500.00	\$68,500.00		\$93,151.50	\$93,151.50	\$105,000.00	\$105,000.00		\$105,000.00	\$105,000.00
					Subtotal	\$1,368,550.00		\$1,522,955.49		\$1,652,150.00			\$1,656,735.00	
33	MILLING & RESURFACING - GRIFFIN RD. FROM WORLD DRIVE TO U.S. 192 (SR 530/WEST IRL0 BRONSON MEMORIAL HWY) - GENERAL CONDITIONS	Permits and Fees	LS	1	\$500.00	\$500.00		\$483.25	\$483.25	\$9.25	\$9.25		\$2,250.00	\$2,250.00
34		Performance and Payment Bonds	LS	1	\$7,500.00	\$7,500.00		\$5,830.56	\$5,830.56	\$3,140.00	\$3,140.00		\$4,845.00	\$4,845.00
35		Project Management	MO	1	\$19,000.00	\$19,000.00		\$7,528.34	\$7,528.34	\$963.50	\$963.50		\$2,250.00	\$2,250.00
36		Monthly Schedule Updates	MO	1	\$500.00	\$500.00		\$604.07	\$604.07	\$963.50	\$963.50		\$750.00	\$750.00
37		Submittals and Shop Drawings	LS	1	\$500.00	\$500.00		\$1,333.95	\$1,333.95	\$1,630.00	\$1,630.00		\$725.00	\$725.00
38		Daily Reporting	MO	1	\$1,000.00	\$1,000.00		\$7,951.49	\$7,951.49	\$1,450.00	\$1,450.00		\$1,500.00	\$1,500.00
39		Mobilization and Demobilization	LS	1	\$110,000.00	\$110,000.00		\$29,731.51	\$29,731.51	\$38,900.00	\$38,900.00		\$24,350.00	\$24,350.00
40		Field Coordination and Layout	MO	1	\$9,300.00	\$9,300.00		\$6,078.56	\$6,078.56	\$6,920.00	\$6,920.00		\$4,500.00	\$4,500.00
41		Erosion and Sedimentation Control	LS	1	\$5,000.00	\$5,000.00		\$10,707.43	\$10,707.43	\$11,600.00	\$11,600.00		\$3,000.00	\$3,000.00
42		Site Stabilization (Sodding)	LS	1	\$4,000.00	\$4,000.00		\$0.01	\$0.01	\$25,100.00	\$25,100.00		\$8,500.00	\$8,500.00
43		Maintenance of Traffic (MOT)	MO	1	\$40,000.00	\$40,000.00		\$113,261.77	\$113,261.77	\$53,700.00	\$53,700.00		\$56,750.00	\$56,750.00
					Subtotal	\$197,300.00		\$183,510.94		\$144,376.25			\$109,420.00	

Item Num	Section	Description	UOM	QTY	Watson Civil Construction, Inc. St. Augustine, FL			Hubbard Construction Company Winter Park, FL		Ranger Construction Industries, Inc. Winter Garden, FL			Superior Asphalt, Inc. Oneco, FL	
					Unit. Price	Line Total	Comment	Unit. Price	Line Total	Unit. Price	Line Total	Comment	Unit. Price	Line Total
44	MILLING & RESURFACING - GRIFFIN RD. FROM WORLD DRIVE TO U.S. 192 (SR 530/WEST IRL0 BRONSON MEMORIAL HWY) - ROADWAYS	5" Milling of Existing Asphalt Pavement	LS	1	\$35,000.00	\$35,000.00		\$18,702.00	\$18,702.00	\$51,100.00	\$51,100.00		\$5,500.00	\$5,500.00
45		3.5" Milling of Existing Asphalt Pavement	LS	1	\$80,000.00	\$80,000.00		\$88,535.81	\$88,535.81	\$205,000.00	\$205,000.00		\$72,500.00	\$72,500.00
46		SP- Structural (PG 82-22)	TN	1900	\$178.00	\$338,200.00		\$201.89	\$383,591.00	\$208.40	\$395,960.00		\$235.05	\$446,595.00
47		FC-12.5 Friction (PG 82-22)	TN	1400	\$203.50	\$284,900.00		\$211.90	\$296,660.00	\$221.70	\$310,380.00		\$229.60	\$321,440.00
48		Signing and Pavement Markings	LS	1	\$55,000.00	\$55,000.00		\$60,612.47	\$60,612.47	\$79,900.00	\$79,900.00		\$65,000.00	\$65,000.00
49		Drainage Inlet Top Replacements	LS	1	\$14,000.00	\$14,000.00		\$16,493.98	\$16,493.98	\$16,900.00	\$16,900.00		\$18,000.00	\$18,000.00
					Subtotal	\$807,100.00			\$864,595.26		\$1,059,240.00			\$929,035.00
50	GUARDRAIL #66 - NORTH BOUND WORLD DRIVE GUARDRAIL REPLACEMENTS - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$9.25	\$9.25		\$800.00	\$800.00
51		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$386.91	\$386.91	\$159.80	\$159.80		\$275.00	\$275.00
52		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$2.65	\$2.65		\$550.00	\$550.00
53		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$2.65	\$2.65		\$330.00	\$330.00
54		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$76.70	\$76.70		\$500.00	\$500.00
55		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$2.65	\$2.65		\$250.00	\$250.00
56		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$6,920.00	\$6,920.00		\$7,000.00	\$7,000.00
57		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,380.00	\$1,380.00		\$2,750.00	\$2,750.00
58		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00		\$285.76	\$285.76	\$3,230.00	\$3,230.00		\$550.00	\$550.00
59		Site Stabilization (Grading/Sodding)	LS	1	\$2,800.00	\$2,800.00		\$3,176.01	\$3,176.01	\$5,360.00	\$5,360.00		\$3,575.00	\$3,575.00
60		Maintenance of Traffic (MOT)	LS	1	\$8,400.00	\$8,400.00		\$20,206.04	\$20,206.04	\$14,700.00	\$14,700.00		\$8,400.00	\$8,400.00
					Subtotal	\$12,150.00			\$36,636.69		\$31,843.70			\$24,980.00
61	GUARDRAIL #66 - NORTH BOUND WORLD DRIVE GUARDRAIL REPLACEMENTS - ROADWAYS	Misc. Asphalt	LS	1	\$5,900.00	\$5,900.00		\$8,972.70	\$8,972.70	\$6,770.00	\$6,770.00		\$18,200.00	\$18,200.00
62		Existing Guardrail & Pad Demo & Removal	LS	1	\$3,050.00	\$3,050.00		\$5,882.82	\$5,882.82	\$4,050.00	\$4,050.00		\$1,450.00	\$1,450.00
63		Guardrail #66	LS	1	\$17,500.00	\$17,500.00		\$17,958.83	\$17,958.83	\$18,500.00	\$18,500.00		\$12,000.00	\$12,000.00
					Subtotal	\$26,450.00			\$32,814.35		\$29,320.00			\$31,650.00
64	GUARDRAIL #83 - WEST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$9.25	\$9.25		\$800.00	\$800.00
65		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$637.40	\$637.40	\$259.40	\$259.40		\$495.00	\$495.00
66		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$2.65	\$2.65		\$550.00	\$550.00
67		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$2.65	\$2.65		\$330.00	\$330.00
68		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$76.70	\$76.70		\$500.00	\$500.00
69		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$2.65	\$2.65		\$250.00	\$250.00
70		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$6,920.00	\$6,920.00		\$7,000.00	\$7,000.00
71		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,380.00	\$1,380.00		\$2,750.00	\$2,750.00
72		Erosion and Sedimentation Control	LS	1	\$1,800.00	\$1,800.00		\$285.76	\$285.76	\$4,870.00	\$4,870.00		\$850.00	\$850.00
73		Site Stabilization (Grading/Sodding)	LS	1	\$7,750.00	\$7,750.00		\$3,176.01	\$3,176.01	\$7,000.00	\$7,000.00		\$7,975.00	\$7,975.00
74		Maintenance of Traffic (MOT)	LS	1	\$13,400.00	\$13,400.00		\$31,998.72	\$31,998.72	\$18,200.00	\$18,200.00		\$11,350.00	\$11,350.00
					Subtotal	\$23,750.00			\$48,679.86		\$38,723.30			\$32,850.00
75	GUARDRAIL #83 - WEST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS - ROADWAYS	Misc. Asphalt	LS	1	\$15,200.00	\$15,200.00		\$19,548.11	\$19,548.11	\$8,470.00	\$8,470.00		\$31,000.00	\$31,000.00
76		Existing Guardrail & Pad Demo & Removal	LS	1	\$7,850.00	\$7,850.00		\$5,882.82	\$5,882.82	\$3,280.00	\$3,280.00		\$4,000.00	\$4,000.00
77		Guardrail #83	LS	1	\$33,600.00	\$33,600.00		\$40,292.79	\$40,292.79	\$48,900.00	\$48,900.00		\$33,500.00	\$33,500.00
					Subtotal	\$56,650.00			\$65,723.72		\$60,650.00			\$68,500.00
78	GUARDRAIL #84 - WEST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$9.25	\$9.25		\$800.00	\$800.00
79		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$544.59	\$544.59	\$213.40	\$213.40		\$412.50	\$412.50
80		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$2.65	\$2.65		\$825.00	\$825.00
81		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$2.65	\$2.65		\$330.00	\$330.00
82		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$76.70	\$76.70		\$500.00	\$500.00
83		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$2.65	\$2.65		\$250.00	\$250.00
84		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$6,920.00	\$6,920.00		\$7,200.00	\$7,200.00
85		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,380.00	\$1,380.00		\$2,700.00	\$2,700.00
86		Erosion and Sedimentation Control	LS	1	\$300.00	\$300.00		\$285.76	\$285.76	\$4,870.00	\$4,870.00		\$825.00	\$825.00
87		Site Stabilization (Grading/Sodding)	LS	1	\$6,500.00	\$6,500.00		\$3,176.01	\$3,176.01	\$6,320.00	\$6,320.00		\$3,300.00	\$3,300.00
88		Maintenance of Traffic (MOT)	LS	1	\$11,800.00	\$11,800.00		\$24,136.94	\$24,136.94	\$16,500.00	\$16,500.00		\$18,500.00	\$18,500.00
					Subtotal	\$19,400.00			\$40,725.27		\$36,297.30			\$35,642.50
89	GUARDRAIL #84 - WEST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS - ROADWAYS	Misc. Asphalt	LS	1	\$12,400.00	\$12,400.00		\$18,361.62	\$18,361.62	\$8,470.00	\$8,470.00		\$21,200.00	\$21,200.00
90		Existing Guardrail & Pad Demo & Removal	LS	1	\$6,550.00	\$6,550.00		\$5,882.82	\$5,882.82	\$3,280.00	\$3,280.00		\$3,350.00	\$3,350.00
91		Guardrail #84	LS	1	\$28,500.00	\$28,500.00		\$32,880.10	\$32,880.10	\$33,700.00	\$33,700.00		\$25,000.00	\$25,000.00
					Subtotal	\$47,450.00			\$57,124.54		\$45,450.00			\$49,550.00

Item Num	Section	Description	UOM	QTY	Watson Civil Construction, Inc. St. Augustine, FL			Hubbard Construction Company Winter Park, FL		Ranger Construction Industries, Inc. Winter Garden, FL			Superior Asphalt, Inc. Oneco, FL	
					Unit. Price	Line Total	Comment	Unit. Price	Line Total	Unit. Price	Line Total	Comment	Unit. Price	Line Total
92	GUARDRAIL #86 - EAST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$9.25	\$9.25		\$500.00	\$500.00
93		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$313.11	\$313.11	\$141.50	\$141.50		\$220.00	\$220.00
94		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$2.65	\$2.65		\$550.00	\$550.00
95		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$2.65	\$2.65		\$330.00	\$330.00
96		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$76.70	\$76.70		\$450.00	\$450.00
97		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$2.65	\$2.65		\$150.00	\$150.00
98		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$6,920.00	\$6,920.00		\$7,200.00	\$7,200.00
99		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,380.00	\$1,380.00		\$1,650.00	\$1,650.00
100		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00		\$285.76	\$285.76	\$2,780.00	\$2,780.00		\$550.00	\$550.00
101		Site Stabilization (Grading/Sodding)	LS	1	\$1,300.00	\$1,300.00		\$3,176.01	\$3,176.01	\$2,920.00	\$2,920.00		\$660.00	\$660.00
102		Maintenance of Traffic (MOT)	LS	1	\$6,700.00	\$6,700.00		\$11,792.66	\$11,792.66	\$14,700.00	\$14,700.00		\$8,250.00	\$8,250.00
					Subtotal	\$8,950.00			\$28,149.51		\$28,935.40			\$20,510.00
103	GUARDRAIL #86 - EAST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS - ROADWAYS	Misc. Asphalt	LS	1	\$2,600.00	\$2,600.00		\$7,380.31	\$7,380.31	\$6,770.00	\$6,770.00		\$10,000.00	\$10,000.00
104		Existing Guardrail & Pad Demo & Removal	LS	1	\$1,300.00	\$1,300.00		\$5,882.82	\$5,882.82	\$3,270.00	\$3,270.00		\$665.00	\$665.00
105		Guardrail #86	LS	1	\$11,400.00	\$11,400.00		\$14,684.13	\$14,684.13	\$15,200.00	\$15,200.00		\$11,750.00	\$11,750.00
					Subtotal	\$15,300.00			\$27,947.26		\$25,240.00			\$22,415.00
106	GUARDRAIL #89 - EAST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$9.25	\$9.25		\$825.00	\$825.00
107		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$517.76	\$517.76	\$242.90	\$242.90		\$455.00	\$455.00
108		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$2.65	\$2.65		\$825.00	\$825.00
109		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$2.65	\$2.65		\$330.00	\$330.00
110		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$76.70	\$76.70		\$500.00	\$500.00
111		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$2.65	\$2.65		\$250.00	\$250.00
112		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$6,920.00	\$6,920.00		\$7,000.00	\$7,000.00
113		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,380.00	\$1,380.00		\$2,800.00	\$2,800.00
114		Erosion and Sedimentation Control	LS	1	\$300.00	\$300.00		\$285.76	\$285.76	\$6,210.00	\$6,210.00		\$550.00	\$550.00
115		Site Stabilization (Grading/Sodding)	LS	1	\$6,700.00	\$6,700.00		\$3,176.01	\$3,176.01	\$6,940.00	\$6,940.00		\$4,000.00	\$4,000.00
116	Maintenance of Traffic (MOT)	LS	1	\$13,400.00	\$13,400.00		\$14,284.00	\$14,284.00	\$18,200.00	\$18,200.00		\$11,000.00	\$11,000.00	
					Subtotal	\$21,200.00			\$30,845.50		\$39,986.80			\$28,535.00
117	GUARDRAIL #89 - EAST BOUND WESTERN WAY GUARDRAIL REPLACEMENTS - ROADWAYS	Misc. Asphalt	LS	1	\$15,400.00	\$15,400.00		\$19,925.74	\$19,925.74	\$8,470.00	\$8,470.00		\$31,500.00	\$31,500.00
118		Existing Guardrail & Pad Demo & Removal	LS	1	\$8,100.00	\$8,100.00		\$5,882.82	\$5,882.82	\$3,280.00	\$3,280.00		\$4,160.00	\$4,160.00
119		Guardrail #89	LS	1	\$33,700.00	\$33,700.00		\$36,243.06	\$36,243.06	\$41,300.00	\$41,300.00		\$29,500.00	\$29,500.00
					Subtotal	\$57,200.00			\$62,051.62		\$53,050.00			\$65,160.00
120	GUARDRAIL #92 - HARTZOG RD GUARDRAIL REPLACEMENTS - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$9.25	\$9.25		\$825.00	\$825.00
121		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$833.10	\$833.10	\$146.70	\$146.70		\$220.00	\$220.00
122		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$2.65	\$2.65		\$550.00	\$550.00
123		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$2.65	\$2.65		\$330.00	\$330.00
124		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$76.70	\$76.70		\$350.00	\$350.00
125		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$2.65	\$2.65		\$200.00	\$200.00
126		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$6,920.00	\$6,920.00		\$7,050.00	\$7,050.00
127		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,380.00	\$1,380.00		\$2,200.00	\$2,200.00
128		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00		\$285.76	\$285.76	\$2,780.00	\$2,780.00		\$550.00	\$550.00
129		Site Stabilization (Grading/Sodding)	LS	1	\$1,350.00	\$1,350.00		\$3,176.01	\$3,176.01	\$2,920.00	\$2,920.00		\$675.00	\$675.00
130		Maintenance of Traffic (MOT)	LS	1	\$6,700.00	\$6,700.00		\$16,315.96	\$16,315.96	\$15,600.00	\$15,600.00		\$7,900.00	\$7,900.00
					Subtotal	\$9,000.00			\$33,192.80		\$29,840.60			\$20,850.00
131	GUARDRAIL #92 - HARTZOG RD GUARDRAIL REPLACEMENTS - ROADWAYS	Misc. Asphalt	LS	1	\$4,100.00	\$4,100.00		\$7,580.56	\$7,580.56	\$6,770.00	\$6,770.00		\$10,500.00	\$10,500.00
132		Existing Guardrail & Pad Demo & Removal	LS	1	\$1,050.00	\$1,050.00		\$5,882.82	\$5,882.82	\$3,920.00	\$3,920.00		\$690.00	\$690.00
133		Guardrail #92	LS	1	\$11,700.00	\$11,700.00		\$15,253.60	\$15,253.60	\$15,700.00	\$15,700.00		\$12,500.00	\$12,500.00
					Subtotal	\$16,850.00			\$28,716.98		\$26,390.00			\$23,690.00
134	GUARDRAIL #99 - WEST BOUND OSCEOLA PKWY GUARDRAIL REPLACEMENTS - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$9.25	\$9.25		\$825.00	\$825.00
135		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$508.81	\$508.81	\$187.40	\$187.40		\$445.50	\$445.50
136		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$2.65	\$2.65		\$550.00	\$550.00
137		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$2.65	\$2.65		\$330.00	\$330.00
138		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$76.70	\$76.70		\$500.00	\$500.00
139		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$2.65	\$2.65		\$350.00	\$350.00
140		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$6,920.00	\$6,920.00		\$7,000.00	\$7,000.00
141		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,380.00	\$1,380.00		\$2,750.00	\$2,750.00
142		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00		\$285.76	\$285.76	\$2,930.00	\$2,930.00		\$800.00	\$800.00
143		Site Stabilization (Grading/Sodding)	LS	1	\$4,580.00	\$4,580.00		\$3,176.01	\$3,176.01	\$3,360.00	\$3,360.00		\$2,250.00	\$2,250.00
144		Maintenance of Traffic (MOT)	LS	1	\$10,100.00	\$10,100.00		\$24,136.94	\$24,136.94	\$16,500.00	\$16,500.00		\$29,500.00	\$29,500.00
					Subtotal	\$15,630.00			\$40,689.49		\$31,371.30			\$45,300.50

Item Num	Section	Description	UOM	QTY	Watson Civil Construction, Inc. St. Augustine, FL			Hubbard Construction Company Winter Park, FL		Ranger Construction Industries, Inc. Winter Garden, FL			Superior Asphalt, Inc. Oneco, FL	
					Unit. Price	Line Total	Comment	Unit. Price	Line Total	Unit. Price	Line Total	Comment	Unit. Price	Line Total
145	GUARDRAIL #99 - WEST BOUND OSCEOLA PKWY GUARDRAIL REPLACEMENTS - ROADWAYS	Misc. Asphalt	LS	1	\$11,700.00	\$11,700.00		\$16,771.45	\$16,771.45	\$8,470.00	\$8,470.00		\$20,750.00	\$20,750.00
146		Existing Guardrail & Pad Demo & Removal	LS	1	\$5,220.00	\$5,220.00		\$5,882.82	\$5,882.82	\$4,340.00	\$4,340.00		\$2,300.00	\$2,300.00
147		Guardrail #99	LS	1	\$22,800.00	\$22,800.00		\$27,977.21	\$27,977.21	\$27,600.00	\$27,600.00		\$24,000.00	\$24,000.00
					Subtotal	\$39,720.00			\$50,631.48		\$40,410.00			\$47,050.00
148	GUARDRAIL #112 - EAST BOUND OSCEOLA PKWY GUARDRAIL REPLACEMENTS - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$9.25	\$9.25		\$825.00	\$825.00
149		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$550.18	\$550.18	\$206.50	\$206.50		\$465.00	\$465.00
150	GUARDRAIL #112 - EAST BOUND OSCEOLA PKWY GUARDRAIL REPLACEMENTS - GENERAL CONDITIONS	Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$2.65	\$2.65		\$825.00	\$825.00
151		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$2.65	\$2.65		\$330.00	\$330.00
152		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$76.70	\$76.70		\$450.00	\$450.00
153		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$2.65	\$2.65		\$200.00	\$200.00
154		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$6,920.00	\$6,920.00		\$7,000.00	\$7,000.00
155		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,380.00	\$1,380.00		\$2,750.00	\$2,750.00
156		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00		\$285.76	\$285.76	\$4,940.00	\$4,940.00		\$825.00	\$825.00
157		Site Stabilization (Grading/Sodding)	LS	1	\$6,300.00	\$6,300.00		\$3,176.01	\$3,176.01	\$5,360.00	\$5,360.00		\$3,200.00	\$3,200.00
158		Maintenance of Traffic (MOT)	LS	1	\$11,800.00	\$11,800.00		\$28,067.82	\$28,067.82	\$16,500.00	\$16,500.00		\$13,750.00	\$13,750.00
					Subtotal	\$19,050.00			\$44,661.74		\$35,400.40			\$30,620.00
159	GUARDRAIL #112 - EAST BOUND OSCEOLA PKWY GUARDRAIL REPLACEMENTS - ROADWAYS	Misc. Asphalt	LS	1	\$11,900.00	\$11,900.00		\$18,279.33	\$18,279.33	\$8,470.00	\$8,470.00		\$21,300.00	\$21,300.00
160		Existing Guardrail & Pad Demo & Removal	LS	1	\$8,220.00	\$8,220.00		\$5,882.82	\$5,882.82	\$3,270.00	\$3,270.00		\$3,300.00	\$3,300.00
161		Guardrail #112	LS	1	\$27,500.00	\$27,500.00		\$30,055.39	\$30,055.39	\$32,000.00	\$32,000.00		\$22,600.00	\$22,600.00
					Subtotal	\$47,620.00			\$54,217.54		\$43,740.00			\$47,200.00
162	GUARDRAIL #113 - EAST BOUND OSCEOLA PKWY GUARDRAIL REPLACEMENTS - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$9.25	\$9.25		\$825.00	\$825.00
163		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$581.49	\$581.49	\$273.90	\$273.90		\$460.00	\$460.00
164		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$2.65	\$2.65		\$825.00	\$825.00
165		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$2.65	\$2.65		\$330.00	\$330.00
166		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$76.70	\$76.70		\$500.00	\$500.00
167		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$2.65	\$2.65		\$250.00	\$250.00
168		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$6,920.00	\$6,920.00		\$7,000.00	\$7,000.00
169		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,380.00	\$1,380.00		\$2,750.00	\$2,750.00
170		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00		\$285.76	\$285.76	\$4,730.00	\$4,730.00		\$825.00	\$825.00
171		Site Stabilization (Grading/Sodding)	LS	1	\$7,500.00	\$7,500.00		\$3,176.01	\$3,176.01	\$4,520.00	\$4,520.00		\$3,700.00	\$3,700.00
172	Maintenance of Traffic (MOT)	LS	1	\$13,500.00	\$13,500.00		\$28,067.82	\$28,067.82	\$19,900.00	\$19,900.00		\$13,850.00	\$13,850.00	
					Subtotal	\$21,950.00			\$44,693.05		\$37,817.80			\$31,315.00
173	GUARDRAIL #113 - EAST BOUND OSCEOLA PKWY GUARDRAIL REPLACEMENTS - ROADWAYS	Misc. Asphalt	LS	1	\$19,100.00	\$19,100.00		\$19,409.42	\$19,409.42	\$15,200.00	\$15,200.00		\$31,800.00	\$31,800.00
174		Existing Guardrail & Pad Demo & Removal	LS	1	\$9,700.00	\$9,700.00		\$5,882.82	\$5,882.82	\$5,950.00	\$5,950.00		\$3,880.00	\$3,880.00
175		Guardrail #113	LS	1	\$31,200.00	\$31,200.00		\$34,432.62	\$34,432.62	\$45,900.00	\$45,900.00		\$29,000.00	\$29,000.00
					Subtotal	\$60,000.00			\$59,724.86		\$67,050.00			\$64,680.00
					Total	\$6,217,145.00			\$6,486,299.37		\$6,712,121.05			\$6,810,520.50
176	ALTERNATE #A - WB OSCEOLA PKWY GUARDRAIL REPLACEMENTS - GUARDRAIL #97 - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$13.90	\$13.90		\$850.00	\$850.00
177		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$580.38	\$580.38	\$264.30	\$264.30		\$470.00	\$470.00
178		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$1,280.00	\$1,280.00		\$800.00	\$800.00
179		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$1,280.00	\$1,280.00		\$320.00	\$320.00
180		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$1,360.00	\$1,360.00		\$500.00	\$500.00
181		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$1,280.00	\$1,280.00		\$250.00	\$250.00
182		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$5,600.00	\$5,600.00		\$7,500.00	\$7,500.00
183		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,210.00	\$1,210.00		\$2,725.00	\$2,725.00
184		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00		\$285.76	\$285.76	\$4,430.00	\$4,430.00		\$800.00	\$800.00
185		Site Stabilization (Grading/Sodding)	LS	1	\$6,700.00	\$6,700.00		\$3,176.01	\$3,176.01	\$4,280.00	\$4,280.00		\$2,950.00	\$2,950.00
186	Maintenance of Traffic (MOT)	LS	1	\$13,400.00	\$13,400.00		\$28,067.82	\$28,067.82	\$18,200.00	\$18,200.00		\$13,500.00	\$13,500.00	
					Subtotal	\$21,050.00			\$44,691.94		\$39,198.20			\$30,665.00
187	ALTERNATE #A - WB OSCEOLA PKWY GUARDRAIL REPLACEMENTS - GUARDRAIL #97 - ROADWAYS	Misc. Asphalt	LS	1	\$18,500.00	\$18,500.00		\$18,457.29	\$18,457.29	\$10,200.00	\$10,200.00		\$30,000.00	\$30,000.00
188		Existing Guardrail & Pad Demo & Removal	LS	1	\$8,700.00	\$8,700.00		\$5,882.82	\$5,882.82	\$5,650.00	\$5,650.00		\$3,300.00	\$3,300.00
189		Guardrail #97	LS	1	\$28,000.00	\$28,000.00		\$35,209.80	\$35,209.80	\$46,200.00	\$46,200.00		\$32,450.00	\$32,450.00
					Subtotal	\$55,200.00			\$59,549.91		\$62,050.00			\$65,750.00

Item Num	Section	Description	UOM	QTY	Watson Civil Construction, Inc. St. Augustine, FL			Hubbard Construction Company Winter Park, FL		Ranger Construction Industries, Inc. Winter Garden, FL			Superior Asphalt, Inc. Oneco, FL	
					Unit. Price	Line Total	Comment	Unit. Price	Line Total	Unit. Price	Line Total	Comment	Unit. Price	Line Total
190	ALTERNATE #B - WB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #81 - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00	Add 4 calendar days for this alternate	\$483.25	\$483.25	\$13.90	\$13.90	10 work days to complete this alternate work.	\$850.00	\$850.00
191		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$333.24	\$333.24	\$150.30	\$150.30		\$220.00	\$220.00
192		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$1,280.00	\$1,280.00		\$535.00	\$535.00
193		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$1,280.00	\$1,280.00		\$320.00	\$320.00
194		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$1,360.00	\$1,360.00		\$300.00	\$300.00
195		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$1,280.00	\$1,280.00		\$200.00	\$200.00
196		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$5,600.00	\$5,600.00		\$7,000.00	\$7,000.00
197		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,210.00	\$1,210.00		\$1,500.00	\$1,500.00
198		Erosion and Sedimentation Control	LS	1	\$810.00	\$810.00		\$285.76	\$285.76	\$2,640.00	\$2,640.00		\$535.00	\$535.00
199		Site Stabilization (Grading/Sodding)	LS	1	\$1,100.00	\$1,100.00		\$3,176.01	\$3,176.01	\$3,680.00	\$3,680.00		\$1,000.00	\$1,000.00
200	Maintenance of Traffic (MOT)	LS	1	\$6,700.00	\$6,700.00	\$16,275.17	\$16,275.17	\$14,700.00	\$14,700.00	\$10,250.00	\$10,250.00			
					Subtotal	\$9,410.00			\$32,652.15		\$33,194.20			\$22,710.00
201	ALTERNATE #B - WB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #81 - ROADWAYS	Misc. Asphalt	LS	1	\$2,150.00	\$2,150.00	Add 4 calendar days for this alternate	\$7,269.92	\$7,269.92	\$6,770.00	\$6,770.00	10 work days to complete this alternate work.	\$10,200.00	\$10,200.00
202		Existing Guardrail & Pad Demo & Removal	LS	1	\$1,070.00	\$1,070.00		\$5,882.82	\$5,882.82	\$3,270.00	\$3,270.00		\$530.00	\$530.00
203		Guardrail #81	LS	1	\$10,600.00	\$10,600.00		\$13,948.75	\$13,948.75	\$14,300.00	\$14,300.00		\$11,250.00	\$11,250.00
					Subtotal	\$13,820.00			\$27,101.49		\$24,340.00			\$21,980.00
204	ALTERNATE #C - WB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #85 - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00	Add 5 calendar days for this alternate	\$483.25	\$483.25	\$13.90	\$13.90	10 work days to complete this alternate work.	\$850.00	\$850.00
205		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$346.66	\$346.66	\$161.10	\$161.10		\$225.00	\$225.00
206		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$1,280.00	\$1,280.00		\$535.00	\$535.00
207		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$1,280.00	\$1,280.00		\$320.00	\$320.00
208		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$1,360.00	\$1,360.00		\$300.00	\$300.00
209		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$1,280.00	\$1,280.00		\$250.00	\$250.00
210		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$5,600.00	\$5,600.00		\$7,000.00	\$7,000.00
211		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,210.00	\$1,210.00		\$1,600.00	\$1,600.00
212		Erosion and Sedimentation Control	LS	1	\$1,350.00	\$1,350.00		\$285.76	\$285.76	\$3,230.00	\$3,230.00		\$535.00	\$535.00
213		Site Stabilization (Grading/Sodding)	LS	1	\$930.00	\$930.00		\$3,176.01	\$3,176.01	\$3,160.00	\$3,160.00		\$1,500.00	\$1,500.00
214	Maintenance of Traffic (MOT)	LS	1	\$8,400.00	\$8,400.00	\$16,275.17	\$16,275.17	\$14,700.00	\$14,700.00	\$8,000.00	\$8,000.00			
					Subtotal	\$11,480.00			\$32,665.57		\$33,275.00			\$21,115.00
215	ALTERNATE #C - WB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #85 - ROADWAYS	Misc. Asphalt	LS	1	\$3,300.00	\$3,300.00	Add 5 calendar days for this alternate	\$7,051.24	\$7,051.24	\$6,770.00	\$6,770.00	10 work days to complete this alternate work.	\$10,000.00	\$10,000.00
216		Existing Guardrail & Pad Demo & Removal	LS	1	\$2,500.00	\$2,500.00		\$5,882.82	\$5,882.82	\$3,270.00	\$3,270.00		\$830.00	\$830.00
217		Guardrail #85	LS	1	\$12,700.00	\$12,700.00		\$16,558.44	\$16,558.44	\$18,300.00	\$18,300.00		\$14,000.00	\$14,000.00
					Subtotal	\$18,500.00			\$29,492.50		\$28,340.00			\$24,830.00
218	ALTERNATE #D - EB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #87 - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00	Add 7 calendar days for this alternate	\$483.25	\$483.25	\$13.90	\$13.90	11 work days to complete this alternate work.	\$850.00	\$850.00
219		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$505.45	\$505.45	\$214.00	\$214.00		\$350.00	\$350.00
220		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$1,280.00	\$1,280.00		\$800.00	\$800.00
221		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$1,280.00	\$1,280.00		\$320.00	\$320.00
222		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$1,360.00	\$1,360.00		\$450.00	\$450.00
223		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$1,280.00	\$1,280.00		\$250.00	\$250.00
224		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$5,600.00	\$5,600.00		\$7,000.00	\$7,000.00
225		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,210.00	\$1,210.00		\$2,600.00	\$2,600.00
226		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00		\$285.76	\$285.76	\$4,870.00	\$4,870.00		\$535.00	\$535.00
227		Site Stabilization (Grading/Sodding)	LS	1	\$3,500.00	\$3,500.00		\$3,176.01	\$3,176.01	\$3,900.00	\$3,900.00		\$4,750.00	\$4,750.00
228	Maintenance of Traffic (MOT)	LS	1	\$11,800.00	\$11,800.00	\$24,136.94	\$24,136.94	\$16,500.00	\$16,500.00	\$11,000.00	\$11,000.00			
					Subtotal	\$16,250.00			\$40,686.13		\$37,507.90			\$28,905.00
229	ALTERNATE #D - EB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #87 - ROADWAYS	Misc. Asphalt	LS	1	\$10,200.00	\$10,200.00	Add 7 calendar days for this alternate	\$17,286.84	\$17,286.84	\$8,470.00	\$8,470.00	11 work days to complete this alternate work.	\$20,000.00	\$20,000.00
230		Existing Guardrail & Pad Demo & Removal	LS	1	\$3,600.00	\$3,600.00		\$5,882.82	\$5,882.82	\$3,270.00	\$3,270.00		\$2,600.00	\$2,600.00
231		Guardrail #87	LS	1	\$24,800.00	\$24,800.00		\$26,992.49	\$26,992.49	\$32,700.00	\$32,700.00		\$21,000.00	\$21,000.00
					Subtotal	\$38,600.00			\$50,162.15		\$44,440.00			\$43,600.00

Item Num	Section	Description	UOM	QTY	Watson Civil Construction, Inc. St. Augustine, FL			Hubbard Construction Company Winter Park, FL		Ranger Construction Industries, Inc. Winter Garden, FL			Superior Asphalt, Inc. Oneco, FL	
					Unit. Price	Line Total	Comment	Unit. Price	Line Total	Unit. Price	Line Total	Comment	Unit. Price	Line Total
232	ALTERNATE #E - EB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #95 - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00	Add 4 calendar days for this alternate	\$483.25	\$483.25	\$13.90	\$13.90	10 work days to complete this alternate work.	\$850.00	\$850.00
233		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$342.18	\$342.18	\$149.50	\$149.50		\$250.00	\$250.00
234		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$1,280.00	\$1,280.00		\$500.00	\$500.00
235		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$1,280.00	\$1,280.00		\$300.00	\$300.00
236		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$1,360.00	\$1,360.00		\$400.00	\$400.00
237		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$1,280.00	\$1,280.00		\$250.00	\$250.00
238		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$5,600.00	\$5,600.00		\$7,000.00	\$7,000.00
239		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,210.00	\$1,210.00		\$2,100.00	\$2,100.00
240		Erosion and Sedimentation Control	LS	1	\$150.00	\$150.00		\$285.76	\$285.76	\$3,230.00	\$3,230.00		\$500.00	\$500.00
241		Site Stabilization (Grading/Sodding)	LS	1	\$1,450.00	\$1,450.00		\$3,176.01	\$3,176.01	\$2,920.00	\$2,920.00		\$1,250.00	\$1,250.00
242	Maintenance of Traffic (MOT)	LS	1	\$6,700.00	\$6,700.00	\$16,275.17	\$16,275.17	\$14,700.00	\$14,700.00	\$8,000.00	\$8,000.00			
					Subtotal	\$9,100.00			\$32,661.09		\$33,023.40			\$21,400.00
243	ALTERNATE #E - EB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #95 - ROADWAYS	Misc. Asphalt	LS	1	\$2,400.00	\$2,400.00	Add 4 calendar days for this alternate	\$7,686.20	\$7,686.20	\$6,770.00	\$6,770.00	10 work days to complete this alternate work.	\$10,000.00	\$10,000.00
244		Existing Guardrail & Pad Demo & Removal	LS	1	\$890.00	\$890.00		\$5,882.82	\$5,882.82	\$3,270.00	\$3,270.00		\$775.00	\$775.00
245		Guardrail #95	LS	1	\$11,900.00	\$11,900.00		\$15,166.37	\$15,166.37	\$14,200.00	\$14,200.00		\$23,880.00	\$23,880.00
					Subtotal	\$15,190.00			\$28,735.39		\$24,240.00			\$34,655.00
246	ALTERNATE #F - EB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #88 - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00	Add 5 calendar days for this alternate	\$483.25	\$483.25	\$13.90	\$13.90	10 work days to complete this alternate work.	\$800.00	\$800.00
247		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$362.31	\$362.31	\$167.00	\$167.00		\$200.00	\$200.00
248		Project Management	LS	1	\$100.00	\$100.00		\$1,996.20	\$1,996.20	\$1,280.00	\$1,280.00		\$535.00	\$535.00
249		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$1,280.00	\$1,280.00		\$320.00	\$320.00
250		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$666.98	\$666.98	\$1,360.00	\$1,360.00		\$350.00	\$350.00
251		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$1,280.00	\$1,280.00		\$200.00	\$200.00
252		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$5,600.00	\$5,600.00		\$7,000.00	\$7,000.00
253		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$4,558.92	\$4,558.92	\$1,210.00	\$1,210.00		\$2,140.00	\$2,140.00
254		Erosion and Sedimentation Control	LS	1	\$1,650.00	\$1,650.00		\$285.76	\$285.76	\$3,380.00	\$3,380.00		\$535.00	\$535.00
255		Site Stabilization (Grading/Sodding)	LS	1	\$1,000.00	\$1,000.00		\$3,176.01	\$3,176.01	\$3,040.00	\$3,040.00		\$2,175.00	\$2,175.00
256	Maintenance of Traffic (MOT)	LS	1	\$8,400.00	\$8,400.00	\$16,275.17	\$16,275.17	\$14,700.00	\$14,700.00	\$7,850.00	\$7,850.00			
					Subtotal	\$11,850.00			\$32,681.22		\$33,310.90			\$22,105.00
257	ALTERNATE #F - EB WESTERN WAY GUARDRAIL REPLACEMENTS - GUARDRAIL #88 - ROADWAYS	Misc. Asphalt	LS	1	\$4,400.00	\$4,400.00	Add 5 calendar days for this alternate	\$8,333.01	\$8,333.01	\$6,770.00	\$6,770.00	10 work days to complete this alternate work.	\$10,000.00	\$10,000.00
258		Existing Guardrail & Pad Demo & Removal	LS	1	\$2,660.00	\$2,660.00		\$5,882.82	\$5,882.82	\$3,270.00	\$3,270.00		\$1,100.00	\$1,100.00
259		Guardrail #88	LS	1	\$14,500.00	\$14,500.00		\$18,171.08	\$18,171.08	\$20,600.00	\$20,600.00		\$14,500.00	\$14,500.00
					Subtotal	\$21,560.00			\$32,386.91		\$30,640.00			\$25,600.00
260	ALTERNATE #G - WB BUENA VISTA DR GUARDRAIL REPLACEMENTS - CURB & GUTTER CONCRETE BARRIER WALL #107 - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00	Add 3 calendar days for this alternate	\$483.25	\$483.25	\$13.90	\$13.90	20 work days to complete this alternate work.	\$800.00	\$800.00
261		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$2,819.11	\$2,819.11	\$300.50	\$300.50		\$975.00	\$975.00
262		Project Management	LS	1	\$100.00	\$100.00		\$2,661.61	\$2,661.61	\$1,280.00	\$1,280.00		\$1,070.00	\$1,070.00
263		Monthly Schedule Updates	LS	1	\$100.00	\$100.00		\$604.07	\$604.07	\$1,280.00	\$1,280.00		\$320.00	\$320.00
264		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$0.01	\$0.01	\$1,360.00	\$1,360.00		\$1,600.00	\$1,600.00
265		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$1,280.00	\$1,280.00		\$300.00	\$300.00
266		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$5,600.00	\$5,600.00		\$9,500.00	\$9,500.00
267		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$7,598.19	\$7,598.19	\$1,210.00	\$1,210.00		\$3,200.00	\$3,200.00
268		Erosion and Sedimentation Control	LS	1	\$1,350.00	\$1,350.00		\$285.76	\$285.76	\$2,930.00	\$2,930.00		\$1,600.00	\$1,600.00
269		Site Stabilization (Grading/Sodding)	LS	1	\$850.00	\$850.00		\$3,176.01	\$3,176.01	\$2,520.00	\$2,520.00		\$5,350.00	\$5,350.00
270	Maintenance of Traffic (MOT)	LS	1	\$8,400.00	\$8,400.00	\$106,400.90	\$106,400.90	\$32,900.00	\$32,900.00	\$20,000.00	\$20,000.00			
					Subtotal	\$11,400.00			\$128,301.46		\$50,674.40			\$44,715.00
271	ALTERNATE #G - WB BUENA VISTA DR GUARDRAIL REPLACEMENTS - CURB & GUTTER CONCRETE BARRIER WALL #107 - ROADWAYS	Misc. Asphalt	LS	1	\$100.00	\$100.00	Add 3 calendar days for this alternate	\$0.01	\$0.01	\$0.01	\$0.01	20 work days to complete this alternate work.	\$10,000.00	\$10,000.00
272		Existing Guardrail & Pad Demo & Removal	LS	1	\$3,820.00	\$3,820.00		\$8,106.08	\$8,106.08	\$3,940.00	\$3,940.00		\$2,400.00	\$2,400.00
273		Curb & Gutter Concrete Barrier Wall #107	LS	1	\$104,500.00	\$104,500.00		\$370,304.09	\$370,304.09	\$60,400.00	\$60,400.00		\$144,950.00	\$144,950.00
					Subtotal	\$108,420.00			\$378,410.18		\$64,340.01			\$157,350.00

Item Num	Section	Description	UOM	QTY	Watson Civil Construction, Inc. St. Augustine, FL			Hubbard Construction Company Winter Park, FL		Ranger Construction Industries, Inc. Winter Garden, FL			Superior Asphalt, Inc. Oneco, FL			
					Unit. Price	Line Total	Comment	Unit. Price	Line Total	Unit. Price	Line Total	Comment	Unit. Price	Line Total		
274	ALTERNATE #H - EB BUENA VISTA DR GUARDRAIL REPLACEMENTS - GUARDRAIL AND CURB & GUTTER CONCRETE BARRIER WALL #108 - GENERAL CONDITIONS	Permits and Fees	LS	1	\$100.00	\$100.00		\$483.25	\$483.25	\$13.90	\$13.90		\$800.00	\$800.00		
275		Performance and Payment Bonds	LS	1	\$100.00	\$100.00		\$3,048.35	\$3,048.35	\$299.70	\$299.70		\$750.00	\$750.00		
276		Project Management	LS	1	\$100.00	\$100.00		\$2,661.61	\$2,661.61	\$1,280.00	\$1,280.00		\$1,070.00	\$1,070.00		
277		Monthly Schedule Updates	LS	1	\$100.00	\$100.00	Add 4 calendar days for this alternate	\$604.07	\$604.07	\$1,280.00	\$1,280.00	18 work days to complete this alternate work.	\$320.00	\$320.00		
278		Submittals and Shop Drawings	LS	1	\$100.00	\$100.00		\$0.01	\$0.01	\$1,360.00	\$1,360.00		\$1,750.00	\$1,750.00		
279		Daily Reporting	LS	1	\$100.00	\$100.00		\$795.15	\$795.15	\$1,280.00	\$1,280.00		\$300.00	\$300.00		
280		Mobilization and Demobilization	LS	1	\$100.00	\$100.00		\$3,477.40	\$3,477.40	\$5,600.00	\$5,600.00		\$10,600.00	\$10,600.00		
281		Field Coordination and Layout	LS	1	\$100.00	\$100.00		\$7,598.19	\$7,598.19	\$1,210.00	\$1,210.00		\$3,210.00	\$3,210.00		
282		Erosion and Sedimentation Control	LS	1	\$1,350.00	\$1,350.00		\$285.76	\$285.76	\$3,080.00	\$3,080.00		\$1,605.00	\$1,605.00		
283		Site Stabilization (Grading/Sodding)	LS	1	\$808.00	\$808.00		\$3,176.01	\$3,176.01	\$3,160.00	\$3,160.00		\$5,350.00	\$5,350.00		
284		Maintenance of Traffic (MOT)	LS	1	\$6,700.00	\$6,700.00		\$102,470.02	\$102,470.02	\$29,500.00	\$29,500.00		\$22,000.00	\$22,000.00		
					Subtotal	\$9,658.00			\$124,599.82		\$48,063.60			\$47,755.00		
285	ALTERNATE #H - EB BUENA VISTA DR GUARDRAIL REPLACEMENTS - GUARDRAIL AND CURB & GUTTER CONCRETE BARRIER WALL #108 - ROADWAYS	Misc. Asphalt	LS	1	\$1,500.00	\$1,500.00		Add 4 calendar days for this alternate	\$7,059.35	\$7,059.35	\$6,770.00		\$6,770.00	18 work days to complete this alternate work.	\$9,900.00	\$9,900.00
286		Existing Guardrail & Pad Demo & Removal	LS	1	\$10,100.00	\$10,100.00			\$5,882.82	\$5,882.82	\$2,230.00		\$2,230.00		\$1,750.00	\$1,750.00
287		Guardrail #108	LS	1	\$9,760.00	\$9,760.00			\$13,989.20	\$13,989.20	\$13,100.00		\$13,100.00		\$12,300.00	\$12,300.00
288		Curb & Gutter Concrete Barrier Wall #108	LS	1	\$81,390.00	\$81,390.00	\$396,440.93		\$396,440.93	\$44,600.00	\$44,600.00	\$85,000.00	\$85,000.00			
					Subtotal	\$102,750.00		\$423,372.30		\$66,700.00		\$108,950.00				
289	ALLOWANCES	Secondary Utility Locates (Please put \$50,000 in this line for the cost)	LS	1	\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00		
					Subtotal	\$50,000.00		\$50,000.00		\$50,000.00		\$50,000.00				
					Basis of Award	\$6,289,095.00		\$6,580,992.42		\$6,799,938.85		\$6,891,835.50				
					Alternate Total	\$474,238.00		\$1,373,550.39		\$605,274.01		\$674,330.00				
					Basis of Award+ Alternates	\$6,763,333.00		\$7,954,542.81		\$7,405,212.86		\$7,566,165.50				

INTENT TO AWARD: Watson Civil Construction, Inc.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.2

Board Meeting Date: 12/19/2025

Subject: Victory Way Substation Electrical System Expansion

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #7.2** establishing the initial budget for the Victory Way Substation electrical system expansion in the amount of \$8,700,000 which consists of allowances for RCES design/support services fees of \$1,000,000; professional services of \$1,500,000; and owner-furnished materials of \$6,200,000; all with 10% contingency for unforeseen issues, and authorize the District Administrator to execute subsequent contracts for such allowances

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The District needs to expand the 12,000 volt (12 kV) electric system associated with the Victory Way substation to support customer load increases.

The scope of work associated with this project includes:

- 12kV mechanical and electrical connections to two (2) existing spare circuit breakers at the Victory Way substation
- Installation of two (2) 12kV feeders underground from Victory Way substation to electric service yards supplying the new District customer
- Installation of 12kV protective switches and pad-mounted transformers in the electric service yards supplying the new District customer
- 12kV substation bus extension and installation of two (2) additional circuit breakers
- Installation and connection of 12kV feeders from the two (2) new Victory Way substation circuit breakers to the existing 12kV electric system adjacent to the substation
- Installation of 12kV capacitors to the Victory Way 12kV electric system. Installing capacitors will improve power factors and effectively increase the substation's load-carrying capability

The purchase of select long-lead time owner-furnished material (OFM) associated with this project was approved by the Board in October 2024. At that time, the purchase of this OFM was guaranteed using Unrestricted Utility Reserve funds. Delivery of this equipment is expected throughout the calendar year 2026. The currently proposed project budget amends the funding for this OFM from Unrestricted Utility Reserve funds to the 2025-1 Series bonds (non-taxable).

FINDINGS AND CONCLUSIONS:

The District received a Utility Service Request for a new customer. Extensions and additions to the District's electric distribution system will be necessary to provide the requested electrical service. This project was identified in the list of twenty-two (22) projects identified for funding by the FY25 Bond Issuance.

FISCAL IMPACT:

This project will be funded by the Series 2025-1 Utility Revenue Bonds (Non-Taxable) and Customer Contribution in Aid of Construction (CIAC)

PROCUREMENT REVIEW:

Individual purchase orders and contracts will be reviewed and approved for compliance with the District's procurement policies prior to issuance.

LEGAL REVIEW:

This agenda item has been reviewed by the District's Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: N/A

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.3

Board Meeting Date: 12/19/2025

Subject: District Lift Station #60 Rehabilitation and Upgrade Project

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #7.3** establishing the initial budget for District Lift Station #60 (LS-60) rehabilitation and upgrade project in the amount of \$950,000 which consists of allowances for RCES design/support services fees of \$200,000; and professional services of \$750,000; all with 10% contingency for unforeseen issues, and authorize the District Administrator to execute the subsequent contracts for such allowances

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

Lift Station #60 is a master lift station that is in the southwestern section of the District that serves as the primary facility for wastewater transmission for approximately ten (10) customer lift stations. The station was originally constructed in the late 1990s and has reached the end of its useful service life.

The scope of work for the Lift Station #60 Rehabilitation and Upgrade project includes, but is not limited to the following:

- Replacing existing submersible pumps with appropriately sized modern pumps.
- Installing a diesel backup pump to provide emergency pumping capability in place of the current engine generator.
- Replacing the existing fuel storage tank.
- Applying an epoxy lining system to the wet well walls and ceiling for rehabilitation of protective coatings.
- Providing a full station bypass to ensure continuous station operation during coating application and other critical rehabilitation work within the wet well.
- Modifying discharge piping to enhance system performance.
- Modifying the wet well interior to improve hydraulic efficiency.
- Replacing electrical systems, instrumentation, and controls to bring the station up to current standards.

FINDINGS AND CONCLUSIONS:

This long-lived asset replacement project was identified among the list of twenty-two (22) projects requiring funding from the 2025 Bond issuance. The Utility Division seeks approval of the initial budget for this project to begin design.

FISCAL IMPACT:

Funding will be from CFTOD Series 2025-1 Utility Revenue Bonds (Non-Taxable)

PROCUREMENT REVIEW:

Individual contracts and 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: N/A

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 7.4**

Board Meeting Date: 12/19/2025

Subject: Epcot Energy Plant Boiler #2 Replacement

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve **Agenda Item #7.4** establishing the initial budget for the Epcot Energy Plant Boiler #2 replacement project in the amount of \$1,350,000 which consists of allowances for RCES design/support services fees of \$250,000; professional services of \$400,000; and owner-furnished materials of \$700,000; all with 10% contingency for unforeseen issues, and authorize the District Administrator to execute the subsequent contracts for such allowances

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

This project will replace one of the two remaining original natural gas-fired boilers at the Epcot Energy Plant (EEP). Boiler #1 was recently replaced during fiscal year 2025. The scope of work for this project includes removing and replacing the existing Boiler #2, along with its associated controls, ventilation, exhaust system, valves, and piping. The new modular boiler and its control systems will be fully integrated into the plant's control network, enabling remote monitoring and operation.

The two remaining boilers at the EEP, installed in 1981, are part of the plant's original construction. The boilers are at the end of their useful service life and have required increased repairs in the past five (5) years totaling almost \$500,000

FINDINGS AND CONCLUSIONS:

This long-lived asset replacement project was identified among the list of twenty-two (22) projects requiring funding from the 2025 Bond issuance. The Utility Division seeks approval of the initial budget for this project to begin design.

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)

PROCUREMENT REVIEW:

Individual contracts and 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: N/A