



AGENDA

February 27, 2026
10:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
February 27, 2026
10:30 a.m.

1. CALL TO ORDER

2. OPENING INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT PERIOD

5. REPORTS

5.1 Administrator's Report

6. CONSENT AGENDA

6.1 January 23, 2026 Meeting Minutes

6.2 Approve Change Order #1 to Contract #C006831 for the World Drive North Phase III post design services for the Seven Seas Drive realignment and connector roadways to LandDesign, Inc. and authorize the District Administrator to execute the change order in the amount of \$26,105

7. GENERAL BUSINESS

7.1 Approve Contract #C006979 for a high temperature hot water pipe abandonment utilizing Gulfcoast Utility Contractors, Inc. and authorize the District Administrator to execute the contract in the amount of \$1,540,000 along with a 10% contingency for unforeseen issues for a total amount of \$1,694,000

7.2 Approve establishing the initial budget for the Duplex Lift Station #46 rehabilitation project in the amount of \$256,830 consisting of (i) an allowance for RCES design\support services of \$100,000; and (ii) professional services by CPH Consulting, LLC; and authorizing the District Administrator to execute the task work order for \$142,573 plus a 10% contingency for unforeseen issues for a total of \$156,830

7.3 Approve establishing a project budget of \$6,567,630 for Studios North Central Energy Plant Motor Control Center A & B replacement project, along with an allowance for RCES design\support services of \$100,000 and authorizing the District Administrator to execute Contract #C006965 with Electrical Engineering Enterprises Inc. for construction services in the amount of \$5,411,800 with 10% contingency for unforeseen issues for a total of \$5,952,980

7.4 Approve Change Order #3 to Contract #C006106 World Drive North Phase III construction engineering inspection services with Consor Engineering, LLC and authorize the District Administrator to execute the change order in the amount of \$2,087,595.52, plus \$49,869.57 in reimbursables totaling \$2,137,465.09

- 7.5 Approve Contract #C006910 with Kimley-Horn and Associates, Inc. for the World Drive North Phase III area development landscaping design and authorize the District Administrator to execute the contract in the amount of \$468,743.21 plus 10% contingency for a total amount of \$515,618

8. ADJOURN

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

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



Central Florida Tourism Oversight District

Board of Supervisors Meeting

REGULAR MEETING MINUTES

January 23, 2026

On Friday, January 23, 2026, 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 Matt Ravenscroft
Supervisor David Woods
Supervisor John Gilbert

Supervisors Via Virtual

Supervisor Scott Workman

CFTOD Staff:

Deputy District Administrator Mike Crikis
Chief Financial Officer Susan Higginbotham
Chief Strategic Officer Chad Colby
Fire Chief Eric Fearri
District Attorney Roy Payne
District Clerk Alycia Mills
Director of Security and Emergency Management Tanya Naylor
Director of Planning and Engineering Katherine Luetzow
Director of Energy Services Chris Ferraro
Director of Construction Management Craig Sandt
Human Resources Director Michele Dicus
Contracting Officer Tiffany Kimball
Chief of Public Works Jason Herrick
Director of Environmental Sciences Wendy Duncan
Director of Facilities Douglas Henley
Director of Building & Safety Ella Hickey
IT Service Delivery Manager Ron Zupa
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. and introduced the new Supervisors, Supervisor Matt Ravenscroft and Supervisor David Woods.

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 Chief Assistant Chief Robert Creager

4. PUBLIC COMMENT

There were no public comments.

5. REPORTS

5.1 Informational Report: Semi-Annual Report of Easements

Presented by Katherine Luetzow. Report describing the temporary construction easements entered into by the District between July 2025 and December 2025.

5.2 Administrator's Report

Mike Crikis presented the following items:

- District garages have seen record crowds recently and garage staff should be commended.
- It was the District's Fire Department's 42nd year providing medical support for the Run Disney 2026 World Marathon; featuring a 5K, 10K, a half marathon and a full marathon with approximately 61,000 runners participating. Appreciation to the Fire Department for all the work and help.
- A team from the District's Fire Department participated recently in the Central Florida Rope Rescue Challenge in Orlando and won the challenge overall. Congratulations to the team, including Rescuer One (1), Lieutenant Todd Pulver; Rescuer Two (2), Firefighter Paramedic, Steven Gabe; Anchor One (1), Firefighter Paramedic, Ben Whitley; and Anchor Two (2), Firefighter Paramedic, Armando Rivas. The Team Captain was Firefighter Engineer, Greg Sumar, with the Alternates being Firefighter Engineer, Danielle Sanchez; Firefighter Paramedic, Matt Donahgue and Firefighter Paramedic, Juan Rivera.
- Special recognition to Firefighter Paramedic, Ben Whitley, the District Fire Department Special Operations Team Hazmat Leader, as he received the Hazmat Technician of the Year Award at the 2026 Florida Fire and EMS Conference in Orlando.

6. CONSENT AGENDA

There were no changes or objections to the consent agenda.

Motion: Supervisor John Gilbert moved to approve the Consent Agenda. Supervisor Ravenscroft seconded.

Vote: Motion carried unanimously.

7. GENERAL BUSINESS

- 7.1 **Approve establishing a budget of \$1,549,403 for replacement of Anoxic Lift Pump #1 at the District's Water Resource Recovery Facility, authorize the District Administrator to execute Contract #C006993 with Evoqua Water Technologies LLC, for pump and associated replacement work in the amount of \$1,449,403; approve RCES support services fees of \$100,000; all amounts include a 10% contingency for unforeseen issues**

Energy Services Director, Chris Ferraro, presented background information on Item 7.1 and recommended Board approval.

Motion: Supervisor John Gilbert moved to approve Item 7.1. Supervisor David Woods seconded.

Vote: Motion carried unanimously.

7.2 Approve establishing an initial budget of \$6,750,000 for the North Service Area Electrical System Extension, consisting of allowances for RCES design/support services (\$1,000,000), professional services (\$750,000), and Owner Furnished Materials (\$5,000,000), all including 10% contingency for unforeseen issues; and authorize the District Administrator to execute subsequent contracts for such allowances, subject to individual procurement reviews

Energy Services Director, Chris Ferraro, presented information on Item 7.2 and recommended Board approval.

Motion: Supervisor John Gilbert moved to approve Item 7.2. Supervisor Ravenscroft seconded.

Vote: Motion approved unanimously.

8. OTHER BUSINESS

9. FOR INFORMATION

9.1 Contract between CFTOD and Tower Engineering Inc. related to the expansion of the Studio South Central Energy Plant to extend RCES chilled water production capacity, approved by the Board at the November 21, 2025, meeting

Energy Services Director, Chris Ferraro, presented a summary of the item.

10. ADJOURN

There being no further business, Chair Yarbrough adjourned the meeting at 10:47 a.m.

ATTESTED THIS 27th day of February, 2026

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 6.2

Board Meeting Date: 2/27/2026

Subject: Contract #C006831 - World Drive North Phase III – Seven Seas Drive Realignment/Grand Floridian Connector Roadways– LandDesign, Inc., Post Design Services - Change Order #1

Presented By: Katherine Luetzow, Director, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 6.2** Change Order #1 to Contract #C006831 for the World Drive North Phase III post design services for the Seven Seas Drive realignment and connector roadways to LandDesign, Inc. and authorize the District Administrator to execute the change order in the amount of \$26,105

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: LandDesign, Inc. is the engineering design consultant for the Seven Seas Drive Realignment and the Grand Floridian Connector Roadways, that serve to connect the adjacent existing development to the future three roundabouts on World Drive North Phase III. The District previously committed to construct the Seven Seas Drive Realignment as part of the Phase II of World Drive North Phase III by Southland Construction Inc. (C006110). As such, LandDesign, Inc. is currently under contract to provide engineering post design support services for the construction effort.

The District has subsequently elected to construct the additional two proposed roadway connectors for the two other proposed roundabouts of World Drive North Phase III called the Grand Floridian Connector Roadways. As such, the current request is to approve a change order to add the post design service for LandDesign for the Grand Floridian Roadway Connectors. This includes providing engineering support such as reviewing and approving shop drawings, attending construction meetings, site visits, answering contractor questions, verifying alternative materials, etc.

FINDINGS AND CONCLUSIONS: Public Works has reviewed the proposal for engineering services and finds it justified based upon the project scope. This request is for a not to exceed contract amount of \$26,105.

FISCAL IMPACT: There will be no impact on the overall budget for the World Drive North Phase III project. Funding for this request is provided through the CFTOD 2024 Transportation Projects Ad Valorem Bonds.

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

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

ALTERNATIVE:

- Deny
- Amend

- Table

SUPPORT MATERIALS:

- LandDesign, Inc. - Change Order #1 to Contract #C006831



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

PROJECT: WDN Ph. 3 – Seven Seas Engineering Post Design Services DATE: _____

TO: LandDesign, Inc. CONTRACT NO.: **C006831**
 P.O. Box 36959
 Charlotte, North Carolina 28236 AMENDMENT NO.: **1**

The Owner and the Consultant hereby agree to this Amendment to Agreement C006831 for all labor, services, materials, equipment and other items or things to be furnished, provided or performed, and all other obligations, terms and conditions, as described herein including any exhibits attached hereto, all of which shall become part of the Services.

Amendment Summary:

- **ADD 0 Days** and **\$26,105.00** for post design engineering support on the Grand Floridian Roadway Connectors as detailed below in Scope of Additional Services and per **Exhibit A**
- All other terms and conditions of this Agreement shall remain in full force and effect

Contract Sum provided by original Agreement:	\$39,065.00
Contract Sum provided by this Amendment No. [1]:	\$25,505.00
TOTAL REVISED CONTRACT SUM:	\$64,570.00

Reimbursable Expenses provided by original Agreement:	\$800.00
Reimbursable Expenses provided by this Amendment No. [1]:	\$600.00
TOTAL REVISED REIMBURSABLE EXPENSES:	\$1,400.00

Original Contract Time:	July 9, 2027
Adjustment in Contract Time by this Amendment No. [1]:	0 Days
CONTRACT TIME INCLUDING THIS AMENDMENT:	July 9, 2027

Compensation for Additional Services:

Consultant is hereby authorized additional compensation, as defined by the Agreement, in the amount of **\$25,505.00** and an additional Reimbursable Expense allowance of **\$600.00**, for the complete and satisfactory performance of the additional services set forth below.

Scope of Additional Services:

Consultant shall perform the following additional services:

BACKGROUND: Consultant is currently providing engineering post design support services for the World Drive North Phase III construction effort which includes three connections to roundabouts. The District has elected to construct roadway connectors for two other proposed roundabouts of World Drive North Phase III called the Grand Floridian Roadway Connectors.

ADDITIONAL SERVICES: Consultant shall provide post design engineering support for the Grand Floridian Roadway Connectors. These engineering support services include attending construction meetings, site inspections, answering contractor questions, reviewing and approving shop drawings, verifying alternative materials, and preparation of as-builts as described in Exhibit A.

Central Florida Tourism Oversight District's Owner's Representative: **Katherine Luetzow**
 Phone Number: 407-840-1246



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

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

OWNER:
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

CONSULTANT:
LANDESIGN, INC.

Signature: _____
As authorized by the Board of Supervisors

Signature: _____

Print Name: S.C. Kopelousos

Print Name: _____

Title: District Administrator

Title: _____

Date: February 27, 2026

Date: _____

Exhibit A



JANUARY 21, 2026

SCOPE OF SERVICES FOR CHANGE ORDER #1

SEVEN SEAS DRIVE REALIGNMENT POST DESIGN SERVICES GRAND FLORIDIAN CONNECTIONS CHANGE ORDER

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
LandDesign PN: 8120001A

The following paragraphs describe the scope of work to be provided under this agreement.

I. GRAND FLORIDIAN POST DESIGN SERVICES – 12 MONTHS (6 MONTHS PER ROUNDABOUT) PHASE 510

LandDesign will support the Client in the implementation of the Grand Floridian Modifications Project C construction documents, as outlined in this proposal. The work shall include the following scopes of work.

- A. Construction Meetings: The meetings are assumed to be virtual and LandDesign will attend one (1) pre-construction meeting and two of the team's weekly meetings per roundabout for the duration of the project, which is 12 months (4 Meetings assumed).
- B. Site Inspections: Construction inspections of work in progress to ensure compliance with the design intent of the construction documents, resolve field related issues during construction due to existing field conditions or unforeseen circumstances. This proposal assumes up to two (2) site visits to review work in progress during construction and two (2) construction completion walks, one each per roundabout.
- C. Shop Drawings: Review contractors' shop drawings and project submittals for conformance to the design intent.
- D. RFI/Clarification Requests: Review RFIs (assumed 10 maximum) and other clarification requests received from the project coordinator and provide feedback and information to satisfy the contractor's needs. Plan revisions will be provided as required.
- E. Final Certifications/ As-Builts: Preparation of As-Built drawings for that clearly identify all variation(s) and changes from the approved drawings including location, quantity and specification of all project elements.

II. GF SUB-CONSULTANT POST DESIGN SERVICES

PHASE 091

CLARIFICATIONS

Clarifications to LandDesign's proposal are noted as follows:

- A. Major maintenance of traffic plans are assumed will be provided by the contractor.
- B. Geotechnical engineering will be provided by the Owner.
- C. CAD asbuilts will be provided by the contractor for review.

ADDITIONAL SERVICES

Additional services shall be provided only when authorized in writing by the Client and shall be paid for by the Client as hereinafter provided. Any work required in addition to that outlined under Scope of Services or additional work requested by the Client, will be negotiated.

Exhibit A

CFTOD
January 22, 2026

LandDesign PN: 8120001A
Page 2 of 2

CONTRACT FEE SUMMARY

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
Grand Floridian Post Design Services	510	\$17,400
GF Sub-Consultant Post Design Services (<i>Hourly Not to Exceed</i>)	091	\$8,105
Total Labor Fees		<hr/> \$25,505
Expenses	EXP	\$600
Grand Total		\$26,105

In addition to the professional fees, LandDesign shall be reimbursed for all out-of-pocket expenses (i.e., postage, travel, handling and reproduction of drawings, courier services, photography, etc.).

Exhibit A

**Seven Seas Drive Realignment
Post Design-CO1 GF Connectors
CFTOD**

Task Description	CIVIL		Total Hours	Irrigation Sub-Consultant	TOTAL LABOR
	Director	Sr. Designer			
Labor Rate	\$ 240.00	\$ 165.00			
Task 1 - Grand Floridian Post Design Services					
Meetings					
Pre-Construction Meeting (Virtual)	1		1		\$ 240
Weekly Meetings (Assumed 4 Virtual)	4		4		\$ 960
Submittal and RFI Review					
Submittals	8	8	16		\$ 3,240
RFI and Plans Revisions (Maximum 10 RFIs)	10	16	26		\$ 5,040
As-built Review and Record Drawings					
As-built Review	4	4	8		\$ 1,620
Record Drawings and Certification	4	12	16		\$ 2,940
Site Visits					
Field Meetings (2 Assumed)	6		6		\$ 1,440
Construction Completion Punch Walk (One Per Roundabout)	8		8		\$ 1,920
Subtotal	45	40	85	\$ -	\$ 17,400
Task 2 - GF Subconsultant Post Design Services	3	0	3	\$ 7,385	\$ 8,105
Subtotal	3	0	3	\$ 7,385	\$ 8,105
GRAND TOTAL	48	40	88	\$ 7,385	\$ 25,505

Mileage Travel	TOTAL EXPENSES	TOTAL
\$ -	\$ -	\$ 240
\$ -	\$ -	\$ 960
\$ -	\$ -	\$ 3,240
\$ -	\$ -	\$ 5,040
\$ -	\$ -	\$ 1,620
\$ -	\$ -	\$ 2,940
\$ 200	\$ 200	\$ 1,640
\$ 200	\$ 200	\$ 2,120
68% \$ 400	\$ 400	\$ 17,800
\$ 200	\$ 200	\$ 8,305
32% \$ 200	\$ 200	\$ 8,305
\$ 600	\$ 600	\$ 26,105

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 02/27/2026

Subject: Contract #C006979 Construction Services for District North Service Area High Temperature Hot Water Abandonment

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item 7.1 Contract #C006979 for a high temperature hot water pipe abandonment utilizing Gulfcoast Utility Constructors, Inc. and authorizing the District Administrator to execute the contract in the amount of \$1,540,000 along with a 10% contingency for unforeseen issues for a total amount of \$1,694,000

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: November 20, 2025

BACKGROUND:

The scope of work for the north service area high temperature hot water (HTHW) pipe abandonment project will include permanently abandoning out-of-service sections of HTHW pipe. The project will require the abandonment, sealing and/or removal of all indicated piping and the restoration of any affected property in compliance with District requirements.

The District owns, operates, and maintains a Central Energy Plant and corresponding piping system as part of the High Temperature Hot Water (HTHW) utility. Hot water is produced by boilers at the Central Energy Plant and is distributed via an underground piping system. The hot water piping system was originally constructed to serve multiple customers in the District's North Service Area. Currently, the section of pipe running south from the Central Energy Plant along World Drive is out-of-service and requires abandonment using cementitious grout.

FINDINGS AND CONCLUSIONS:

On November 20, 2025, Request for Proposal# C006979 was released for this project. Proposals were due on December 15, 2025. The proposals were reviewed and discussed by a formal selection committee during a public meeting on January 7, 2026, at 9:00 AM.

Two (2) proposals were received as follows:

Vendor's Legal Name	Vendor's City/State	Vendor's Bid	Ranking
Gulfcoast Utility Constructors, Inc.	Sarasota, FL	\$1,540,000	1 (92 pts)
Prime Construction Group	Orlando, FL	\$1,228,348	2 (83 pts)

Gulfcoast Utility Constructors, Inc. was the highest ranking firm with a score of 92 points out of 100.

The Utilities Department is requesting approval of Contract# C006979 with Gulfcoast Utility Constructors, Inc. for the permanent abandonment of out-of-service HTHW piping.

FISCAL IMPACT:

Funding will be from CFTOD fiscal year 2026 Utility Division Planned Work Expense budget

PROCUREMENT REVIEW:

This purchase has been reviewed and approved for compliance with the District's procurement policies. Any future 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 and approved for form and legality by the District Attorney.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Gulfcoast Utility Contractors, Inc. - Contract #C006979



High Temp Hot Water Pipe Grouting/ Abandonment North Service Area Project - Phase II

CONTRACT NO.: C006979

PROJECT MANUAL

CONSTRUCTION AGREEMENT

Effective Date: February 27, 2026

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

Owner's Representative: Reedy Creek Energy Services
5300 Center Drive
Lake Buena Vista, Florida 32830

Engineer/Architect of Record: Wade Trim, Inc.
255 E Robinson Street, Suite 210
Orlando, Florida 32801

*In association with: Reedy Creek Energy Services
Mechanical Engineering Department*

Contractor: Gulfcoast Utility Constructors, Inc.
7020 Professional Parkway East, Suite 102
Sarasota, Florida 34240

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:

HIGH TEMP HOT WATER PIPE GROUTING/ABANDONMENT NORTH SERVICE AREA PROJECT - PHASE II

CONSTRUCTION AGREEMENT

Contract Number: C006979

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 - Contractor Proposal
- Exhibit J - RCES Lockout/Tagout (LOTO) Program, including Appendix 1-4
- Exhibit K - CFTOD Project Specific Safety Plan (PSSP) Requirements

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

If there is a conflict between the Drawings and the Exhibits, the precedence is: (1) Drawings, then (2) 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) Exhibit G, then (4) Exhibit I.

PROJECT FILES: Drawings, and Requirements are available electronically for viewing and download under the Request for Proposals ("RFP") C006979: High Temp Hot Water Pipe Grouting/Abandonment North Service Area Project - Phase II at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/135139#bidDocs> 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: HTHW Abandonment Phase II

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

- Reedy Creek Energy Service ("RCES") Lockout/Tagout ("LOTO") Program, including Appendix 1-4
- Central Florida Tourism Oversight District ("CFTOD") Project Specific Safety Plan ("PSSP") Requirements

END OF TABLE OF CONTENTS - PROJECT MANUAL



**HIGH TEMP HOT WATER PIPE GROUTING/ABANDONMENT
NORTH SERVICE AREA PROJECT - PHASE II
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 **Gulfcoast Utility Constructors, Inc.** (herein referred to as the "Contractor"), whose mailing address is 7020 Professional Parkway East, Suite 102, Sarasota, Florida 34240.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued Request for Proposals ("RFP") No. C006979 on November 20, 2025, for the permanent abandonment and removal of the remaining sections of the High Temperature Hot Water (HTHW) hotel loop serving the Magic Kingdom Resort Area, including all associated demolition, restoration, permitting, and coordination;

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

**Article 4
THE ARCHITECT/ENGINEER**

- 4.1. The Architect/Engineer for the Project (herein referred to as the "A/E") is Wade Trim, Inc., whose mailing address is 255 E Robinson Street, Suite 210, Orlando, Florida 32801.

**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 60 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 **54 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 **60 DAYS from the Notice-to-Proceed.**



**Article 6
CONTRACT SUM**

- 6.1. Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in the General Conditions, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the lump sum amount of **ONE MILLION, FIVE HUNDRED FORTY THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,540,000.00)** (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:

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

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

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



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

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

LIQUIDATED DAMAGES

Should the Contractor fail to achieve Substantial Completion by the date provided in the Contract, the Contractor shall pay and/or the District may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$1,685.00** for each consecutive calendar day until Substantial Completion is achieved; said sum is agreed upon as a reasonable and proper measure of damages which the District will sustain per diem by failure of the Contractor to complete work within the time as stipulated; it being recognized by the District and the Contractor that the injury to the District which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. The liquidated damages referenced herein may also be assessed and collected against the Surety. Liquidated damages do not apply to final completion dates.

Article 9

CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

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



of the Job Site and the surrounding area and, to the extent pertinent to the Work, all other conditions; (2) the nature, location and character of the general area in which the Job Site is located including, without limitation, its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (3) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (4) all other matters or things which could in any manner affect the performance of the Work. Without limitation on the foregoing, the Contractor recognizes the physical and operational restrictions on carrying on of the Work in or about the Project or the Job Site.

- 9.2. The Contractor accepts the relationship of trust and confidence established by this Agreement between it and the Owner. It covenants with the Owner that it shall: furnish its best skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.
- 9.3. The Contractor warrants all labor, materials, and equipment furnished under the agreement are of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee the Work shall be free from any defects in workmanship for a period of not less than ONE (1) year from the date of final completion. Contractor shall guarantee the materials provided shall be free from any defects for the longer of: (A) ONE (1) year from the date of final completion; or (B) the period of warranty provided by any supplier or manufacturer. The Owner may withhold final payment until the Contractor provides complete written manufacturers' warranties to the Owner's Representative at the end of the project.

**Article 10
TERMINATION**

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

**Article 11
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: GULF COAST UTILITY CONSTRUCTORS, INC.
7020 Professional Parkway East, Suite 102
Sarasota, FL 34240
Attention: Jacob Alexander

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 **ONE MILLION, FIVE HUNDRED FORTY THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,540,000.00)** 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:
**GULFCOAST UTILITY CONSTRUCTORS,
INC.**

Signature: _____
As authorized by the Board of Supervisors

Signature: _____

Print Name: S.C. Kopelousos

Print Name: _____

Title: District Administrator

Title: _____

Date: February 27, 2026

Date: _____

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006979

- I. Scope of Work: Contractor will complete the permanent abandonment and removal of the remaining sections of the High Temperature Hot Water (HTHW) hotel loop, including all associated demolition, restoration, permitting, and coordination as described herein:

SECTION 1. SCOPE OF WORK

1.1 Summary of Work:

The purpose of the work is to permanently abandon the remaining sections of the High Temperature Hot Water (HTHW) hotel loop that services the Magic Kingdom (MK) Resort Area. The Contract Documents presented herein are representative of the final result. The Contractor is responsible to achieve this result with a team of professionals and qualified personnel. The project will require the abandonment, sealing and/or removal of all indicated piping and the restoration of any affected property in compliance with Reedy Creek Engineering Services (RCES)/Central Florida Tourism Oversight District (CFTOD)/Walt Disney World (WDW) requirements. It is the responsibility of the Contractor to verify the "As-Found" conditions and identify and provide any additional information required to complete the project. Additionally, it is the Contractor's responsibility to provide the means and methods of construction along with a comprehensive project schedule.

As part of the means and methods, the Contractor shall be responsible to implement any additional work necessary to safely and efficiently complete the project. The scope of work will include, but not be limited to coordination with RCES/CFTOD/WDW/Wade Trim (WT) as appropriate, permitting, concrete removal and/or replacement, pipe removal, pipe grouting, Temporary Traffic Control (TTC), welding, demolition, materials and environmental testing, restoration, scheduling, soil erosion and sediment control, identification of required work areas, health and safety planning (HASP) and painting/coating as required.

1.2 Scope of Work:

A. The Contractor shall supply all required services to abandon the portions of the HTHW system depicted in the Contract Documents. The term grout is used throughout the Contract Documents however, this term should be construed to mean flowable fill or any other cementitious mixture that will meet the design criteria and project requirements.

B. Contractor shall:

1. Provide excavation, shoring, de-watering (as required), silt/runoff containment for all earthwork required by this scope of work. Spoils shall be managed on site temporarily and removed from the project site as conditions demand.
2. Provide an erosion control plan to the appropriate oversight agency for review and approval. This plan must include proposed washdown locations. Washdown operations cannot be permitted to delay the grout injection process in any way.
3. Perform soft digs as required to verify field conditions prior to the execution of this scope of work.
4. Provide grout for all locations shown on the Contract Documents. Each grouting segment must be completed in a single mobilization.
5. Prior to the start of the project, the Contractor shall provide written notification to RCES indicating project areas where there is an asbestos concern. RCES will then obtain a NEESHAP (National Emission Standards for Hazardous Air Pollutants) and provide asbestos abatement where required and to the extent necessary to accomplish the work. All locations shall be treated as asbestos containing materials (ACM).

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
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6. Prior to the start of the project, the Contractor shall provide written notification to RCES indicating project areas of concern pertaining to lead paint. RCES will then obtain the necessary testing and lead abatement on all surfaces with paints or coating to the extent necessary to accomplish the work. All locations shall be treated as containing lead and other heavy metals.
 7. Provide vents, drains, linebreaks and any other piping modifications as required to perform the HTHW line grouting as shown. The quantity and location of the vents, drains, and injection points shall be identified by the contractor so that the lines that are to be filled with grout may be filled properly and completely. All underground exposed piping shall be coated with the system specified as PNT-50.
 8. Touch-up paint on all surfaces damaged by the work of this project (PNT-99).
 9. Protect all surfaces from damage during all activities, including but not limited to, grouting and demolition. This includes the spray fireproofing.
 10. Provide temporary exhaust fans and blowers to remove the fumes caused by welding to an area outside the HTHW building, Contemporary Hotel Chiller Plant (CHOT), trenches or any other area with limited ventilation.
 11. Schedule work so as to minimize the total duration of time required by the project within the constraints specified above.
- C. The plans show different piping combinations that may be utilized to facilitate the proper filling of the HTHW lines with grout. Since the use of these, or other piping modifications, is dependent upon the design of the grout mix and the limitations of the pumping equipment, the Contractor shall coordinate all piping modification requirements with the grout supplier and the installer. The Contractor's work is inclusive of all requirements needed to meet the specifications, the design intent, and proper grouting of all the lines to the extents shown on the Contract Documents.
- D. All painting shall be executed in accordance with the painting specifications on Drawing V-103.
- E. Contractor shall provide an approved means to control the flow of grout during the injection process.
- F. Contractor shall perform washout within the approved workspaces shown on the conformed Contract Documents. All spoils shall be removed from the site as part of the grouting operation (same day).
- G. Provide all demolition as required as well as completely remove all elements of any system or portion thereof that becomes obsolete because of this project as depicted on the Contract Documents. Barriers are to be removed during times when demolition is not performed. The use of a jackhammer for any location where concrete is in contact with soil is strictly prohibited. Contractor shall use expansive grout, cutting, line drilling or other approved means for each of these locations.
- H. The work area will be in a high traffic on-stage area. Areas and features not directly impacted by the scope of this project shall be protected.
- I. Contractor shall provide all silt fencing, temporary barriers and concrete jersey barriers that are required to properly secure the work area(s). Contractor shall provide any additional requirements within their sole discretion to facilitate a safe work environment for the protection of their workers, WDW Cast Members and the general public.

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006979

- J. Contractor shall provide and execute a TTC plan that is signed and sealed by a professional engineer licensed in the State of Florida.
- K. Contractor shall provide and handle all plate covers needed to accommodate traffic flow(s) until the work in the area affected has been completed.
- L. Contractor shall secure all right of way permits from the jurisdictional authority.
- M. Temporary bell holes and trenches shall be barricaded at all times except for time and in areas where active work is being performed. Unprotected and open holes and trenches shall not be left unattended at any time.
- N. Comply with confined space entry and lock out/tag out safety requirements of the jurisdictional authority.
- O. Comply with welding/fire watch requirements including making all notifications to the jurisdictional authority.
- P. Comply with breathing air requirements of OSHA for welding and dust controls.
- Q. Comply with open space requirements for the barricading of trenches and pits.
- R. Coordinate with RCES/CFTOD/WDW for scheduled access to existing systems.
- S. All work is anticipated to occur outside of normal working hours unless otherwise directed or if required to complete work sequences within the time frames and conditions established in the Contract Documents. All work at the Water Bridge and all grouting operations will be conducted during 3rd shift.
- T. Contractor's work schedule, areas and extents may be constrained due to the operational schedule of the MK Park.
- U. Contractor shall protect all landscaping elements in areas not directly affected by the performance of this scope. Extra care shall be given to the location near Lift Station 7.
- V. Contractor shall patch and repair roof at CHOT where existing vent lines are scheduled to be removed. All repairs shall be in accordance with the existing Suprema warranty.
- W. Restore all site disturbances to existing or better conditions
 - 1. Restore all hardscape disturbed by the execution of this work. This includes, but is not limited to, paving, sidewalks, etc. Restoration is to match the existing.
 - 2. Provide a thorough cleaning of all work areas impacted by the performance of this work.
 - 3. All spoils shall be removed from the site and properly disposed. Replace all vegetation including turf, matching the existing, impacted by the execution of this work.

1.3 SEQUENCE OF WORK:

- A. Contractor will develop and coordinate with RCES Operations, CFTOD and WDW the construction sequence. This includes obtaining all right of way permits, dig permits, etc. and assisting with WBP notifications. Coordinate the timing of haul routes with WDW and CFTOD. Exact extents of work shall be part of this coordination process. The precise location of vents, grout stops, etc. will be determined as part of this effort.
- B. Perform field verification of all dimensional data provided and field coordinate the installation of all of the elements and systems that are associated with this project. This includes performing any necessary soft digs.
- C. Make piping modifications and install grout in accordance with the Contractor provided

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006979

schedule and sequence until all items in the scope of work have been completed. The order of the proposed sequence must accommodate the operational schedule of WDW, CFTOD and the availability of RCES Project Management support.

- D. Perform abandonment activities in accordance with contract documents and approved project schedule. Provide Phasing for abandonment activities at the below locations.
1. Phase 1: Location 1 Exterior Areas from WP1 to WP8.
 - a. Excavate and perform piping modifications required for the grouting activities.
 - b. Grout the HTHWS lines to the extent shown.
 - c. Restore all site conditions.
 2. Phase 2: Location 2 - Exterior areas from WP8 to WP10. This includes the potential use of WP-11 for an additional grouting injection point.
 - a. Excavate and perform piping modifications required for the grouting activities.
 - b. Grout the HTHWR lines to the extent shown.
 - c. Grout the HTHWS lines to the extent shown.
 - d. Restore all site conditions.
 3. Phase 3: Location 3 - Demolish partial lines in the Chiller (CHOT) Energy Plant to the extent shown. This includes grouting per plans.
 - a. Prepare and perform piping modifications required for the grouting activities.
 - b. Grout the HTHWR and HTHWS lines to the extent shown.
 - c. Demolish the HTHWR and HTHWS lines to the 1st pipe support/hanger in the ceiling shown.
 - d. Restore all site conditions.
 4. Phase 4: Location 4 - Demolish the lines in the HTHW Building.
 - a. Demolish the HTHWR lines to the extent shown.
 - b. Restore all site conditions.
 5. Phase 5: Location 5 - Demolish the lines at the Water Bridge Tunnel.
 - a. Demolish the HTHWR lines to the extent shown.
 - b. Restore all site conditions.

1.4 SUBMITTALS

- A. Provide all submittals in electronic .PDF format. Each submittal will contain information for only one item. A cover sheet with a blank area of at least 3 x 3.5 inches shall be provided with each submission.
- B. File names shall be indicative of the project title and topic. Contractor shall maintain a submittal log which will be made available to CFTOD upon request.
- C. Provide submittals on all materials being provided for the project indicating compliance with the technical requirements of the specifications and the fitness for the proposed purpose.
- D. If an item is non-conforming to the specifications, submittal must be accompanied with a request for variance stating the reasons for the substitution and why the proposed item is equal to or better than the specified item.
- E. In addition to commercial submittal documents, provide current welder qualification certificates showing qualification to ASME/ANSI B31.1 and ASME Boiler and Pressure Vessel Code Section IX standards for each welding process used in the scope of this work.
- F. Submittals shall include but not be limited to: schedule, grout mix, mfg's data for plugs, mechanical caps, bulkhead and vent design, abandonment procedures, equipment, backfill

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006979

material, welder qualifications, disposal site, TTC, soil erosion & sediment control plan, shoring design, Project Specific Safety Plan (PSSP).

1.5 OWNER'S RESPONSIBILITY

- A. Coordinate tie-ins, outages, system shutdowns.
- B. Coordinate schedule with all affected WDW entities.

1.6 EXCAVATION AND BACKFILL REQUIREMENTS EXCAVATION AND BACKFILL REQUIREMENTS:

- A. All piping shall be thoroughly cleaned prior to installation.
- B. Excavations and Backfilling: Keep excavations to a minimum. Remove only the earthen material required for the safe execution of work.
 - 1. Pipe bedding shall be a minimum of 6" thick compacted clean, fine grain sand. Sand shall be 0-3 in the Krumbein Phi Scale. All backfill material shall be free of rubble, clay, organics and any other deleterious material.
 - 2. Pipe backfill material for pipe zones shall be clean, fine grain sand. Sand shall be 0-3 in the Krumbein Phi Scale. All backfill material shall be free of rubble, clay, organics and any other deleterious material.
 - 3. All compaction activities shall be performed by hand in 4" lifts until the piping is covered by 12" of compacted sand.
 - 4. Sand under the pipe shall be compacted using manual tamp bars as shown in the Contract Documents.
 - 5. Backfill above the pipe zone or 12" above the pipe jacket shall be excavated material obtained from the Contractor's excavations. Such material shall be free of roots, trash, debris, deleterious materials, broken concrete or paving materials, organic materials, boulders, rocks or stones larger than three (3) inches, expansive soils, etc.
 - 6. Where excavated material is indicated as backfill on the drawings or specified herein and there is a deficiency due to the rejection of part of the material, the required quantity of sand, gravel or other approved backfill material shall be obtained from a source secured by the Contractor.
 - 7. Extreme care shall be used to not undermine the piping that will remain.
 - 8. Extreme care shall be exercised so that back fill operations will not cause the existing to shift.
 - 9. Compaction shall be a percentage of the materials modified proctor in full compliance with ASTM D-1557 maximum dry density, UON. Each percentage shall be in accordance with the 'Relative Density' table below.

RELATIVE DENSITY TABLE

	STANDARD PROCTOR ASTM D1557	FIELD DENSITY ASTM D1556 * PER LIFT	RELATIVE DENSITY	
			GREEN AREA	PAVED AREA
PIPE BEDDING	ONE TEST FOR EACH SOIL TYPE FOUND	ONE TEST FOR EVERY 100 LINEAR FEET	98%	98%
HAUNCHING			98%	98%
PIPE ZONE			95%	95%
BACKFILL ABOVE PIPE ZONE			95%	98%

C. Marking tape:

- 1. Detectable underground utility marking tape, inert plastic formulated for extended use

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- underground.
2. Marking tape shall have a thickness of not less than 4 mils and a width of six inches (6").
 3. The tape shall be green color imprinted with black lettering "CAUTION <ABANDONED HTHW><HOT WATER>LINE BURIED BELOW"

GROUT SCHEDULE				
LINE SEGMENT	APPROX. LENGTH (FT)	PIPE SIZE	SERVICE	NOTES
1-A	434	14"	HTHWS	-
1-B	950	14"	HTHWS	-
1-C	2075	14"/12"	HTHWS	INCL GROUT FOR ADDTL 40' BRANCH 6" Ø PIPE
2-A	-	-	-	NOT USED
2-B	1420	10"/12"	HTHWR	INCL GROUT FOR ADDTL 50' BRANCH NOT SHOWN BUT WHICH MAY EXIST
2-C	650	10"	HTHWS	-
2-D	2005	10"/12"	HTHWS	INCL GROUT FOR ADDTL 50' BRANCH NOT SHOWN BUT WHICH MAY EXIST
2-E	-	-	-	NOT USED
2-F	1065	10"/12"	HTHWR	-

1.7 DEMOLITION NOTES

- A. The Contractor shall implement and manage a construction waste segregation and recycling program with the goal of recycling 90% of concrete and metal waste materials produced during construction. The Contractor shall utilize a third-party recycler to provide and service concrete and metal recycling boxes in addition to the normal CFTOD-provided and serviced construction waste boxes. It will be the responsibility of the Contractor to monitor the recycling and waste boxes to verify that recyclables and wastes are placed in the appropriate boxes. The Contractor shall maintain records of the tonnages of recycled materials and wastes removed from the project site and report the tonnages to CFTOD'S representative as an exhibit to the monthly pay application. The Contractor shall maintain weight tickets/reports on site for auditing purposes throughout the duration of the project.
- B. Disposal of materials shall be in an approved manner, complying with all federal, State of Florida, and local requirements for construction and demolition debris and hazardous waste manifesting and disposal.
- C. Prior to removal of existing piping, controls, and mechanical/electrical equipment, the Contractor shall confirm that each is isolated, properly locked out/tagged out (LOTO). Contractor and Owner shall coordinate their respective LOTO programs.
- D. The job site shall be kept clean of all unnecessary equipment and material on a continuous basis and shall be cleaned at the end of each day. Particular care shall be used to secure all materials that can be wind-blown or water borne.
- E. The Contractor will be sharing the job site with an operational facility and RCES/CFTOD/WDW personnel will be working in the construction area. Contractor shall secure their job site to minimize hazardous exposure to RCES/CFTOD/WDW personnel, while still allowing access to accomplish their duties. Contractor shall at all times defer to RCES/CFTOD/WDW operating personnel in matters relating to the safe and proper operation of the existing facility. Contractor shall not delegate or abrogate their responsibilities for providing a safe

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construction job site.

- F. The use of a jackhammer for any location where concrete is in contact with soil is strictly prohibited. Contractor shall use expansive grout, saw cutting, line drilling or other approved means for each of these locations.
- G. Demo and remove all equipment, piping, etc. as indicated by the limits of removal from the project site in accordance with the specifications and contract requirements.

1.8 FLOWABLE FILL REQUIREMENTS

- A. MIX BASIS OF DESIGN: To be Specified by Contractor with the following minimum requirements: Strength: 50 psi (min.)
- B. Pumping Distance: Will be determined based on construction scheduling, grout mix chosen and final injection and collection point locations.

SECTION 2. CONTRACTOR RESPONSIBILITIES

- 2.1 Contractor shall maintain safe working environments in conformance with all applicable OSHA standards and RCES/CFTOD/WDW safety standards.
- 2.2 Contractor shall operate a lockout/tagout (LOTO) program and coordinate with the RCES/CFTOD/WDW LOTO program. All LOTO activities including but are not limited to valve operation, breaker operation, and/or gas purging will be performed by RCES personnel as applicable.
- 2.3 Contractor is responsible for the safe operation of all equipment in order to access the work location. The equipment includes but is not limited to scaffolding, manlifts, etc.
- 2.4 Situate internal combustion engines far enough away from confined spaces to prevent exhaust fumes from being ingested or from altering the atmosphere in confined spaces nearby. While welding, use prevailing winds or fans to direct welding fumes away from confined space locations.
- 2.5 Contractor shall provide all labor, materials, and equipment for the performance of this project except specifically listed Owner's Furnished Materials & Services.
- 2.6 Contractor shall protect all surfaces of nearby structures from damage due to traffic, welding, excavation/backfill or any other project related activity.
- 2.7 Contractor is responsible for repairing any damage to existing facilities, above or below ground, that may occur as a result of the work performed by the Contractor.
- 2.8 Leave all equipment, trenches, pits, holes and all workspaces in a safe condition at the end of each workday and at all times when the work site is not directly attended. Follow all manufacturer's recommendations and practices for equipment and personnel safety in accordance with all applicable OSHA standards.
- 2.9 Contractor must comply with 2020 NEC, EPCOT Complete Code Collection 2024 Edition, RCES Electrical Construction Specifications (ECS) 2009, Rev. 3 and the latest version of all CFTOD requirements.
- 2.10 Contractor shall provide all labor and materials to cut, patch, or repair all roads, sidewalks, driveways, parking lots, walkways, hardscapes, cart paths and fire lanes involved with project. Contractor shall match existing once completed in these areas. Materials used shall be approved by RCES. All cuts shall be made at expansion joint unless otherwise noted (UON.).
- 2.11 Contractor is responsible for the removal and recycling of all concrete and recyclable metals and for providing RCES Project Management with recycling credit voucher/receipt (weight slip).

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- 2.12 All removed materials and equipment which are deemed reusable, salvageable, or recyclable shall remain the property of RCES/CFTOD/WDW upon removal and shall be turned over to RCES Project Management and delivered to designated RCES location(s). Unusable materials and debris shall be removed and disposed of by the Contractor. Materials classified as hazardous shall be handled and disposed of in accordance with RCES approved and accepted procedures and all applicable laws. When hazardous materials are destroyed, provide a certificate of disposal and/or destruction for all materials destroyed.
- 2.13 Contractor shall be responsible for all specific and incidental cutting, patching and matching required by the scope of this project. All edges, surfaces, textures, colors shall be matched to conditions existing prior to execution of this project. This includes existing facilities and utilities above and below grade.
- 2.14 Contractor shall be responsible for soil transport throughout this project.
- 2.15 Contractor shall verify that all soils, spoil, stockpiled materials and soil/mud attached to vehicles shall not be transported off the jobsite and onto trafficways or into storm drains, culverts, or surface waters.
- 2.16 Contractor shall coordinate with RCES/CFTOD/WDW Environmental Affairs on erosion control, ground water discharge and horizontal directional-drilling by-product disposal. Contractor is responsible for providing all permits and notices required.
- 2.17 Contractor shall provide labor and materials to immediately repair all damage caused to all equipment, systems, and surfaces not intended to be impacted by the design of the project.
- 2.18 Install all equipment, materials, appurtenances, etc. in accordance with all codes, standards, Contract Documents, manufacturer requirements and best trade practices.
- 2.19 Contractor shall maintain all public and private roadways, walkways, paths outside the immediate construction zone clear of staged materials, debris, dirt, and any other project-related material at all times.
- 2.20 Contractor shall comply with RCES/CFTOD/WDW TTC standards. Unless prior arrangements have been established, traffic must be maintained at all times and coordinated with RCES Project Management. Provide flagmen to coordinate construction traffic entering and leaving the site.
- 2.21 Provide submittals for review and approval for all Contractor-furnished items whether they are specifically listed as a requirement or not.
- 2.22 Contractor should be aware of the potential presence of electrical infrastructure whether it has been identified in the Contract Documents or not. In all cases the Contractor shall observe all safe work practices when working near electrical infrastructure including, but not limited to, all applicable requirements in NFPA 70E, OSHA 1910, OSHA 1926, all RCES/CFTOD/WDW rules/requirements and any or all other applicable standard(s). Contractor shall perform an initial job walk with RCES/CFTOD/WDW Project Management prior to the commencement of work to review all applicable requirement as part of the project site specific safety plan creation. Contractor shall cease work and immediately notify RCES/CFTOD/WDW Project Management upon the discovery of any undocumented electrical infrastructure item. If it is deemed that the location of the mechanical work is located within an approach distance as defined by NFPA 70E, the Contractor shall employ a qualified electrician to erect the proper barriers so that the mechanical work may commence. All barriers shall be approved by RCES/CFTOD/WDW Project Management. These requirements apply to all situations, whether above or below ground.
- 2.23 The Contractor shall maintain a set of plans showing the status of the project. Line segments shall be color coded and initialed by both the Contractor and an authorized RCES/CFTOD/WDW

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representative.

- A. Red - Changes
- B. Green - Deletions
- C. Yellow - Highlight completed
- D. Blue - Notes relating to changes

- 2.24 Maintain mark-ups at job site reflecting all as-built conditions. Supply mark-ups to RCES/CFTOD/WDW at substantial completion.
- 2.25 All instructions, directives and all other requirements are to be understood to mean SHALL by the Contractor whether or not explicitly stated unless the wording clearly states that the Contractor has an option.
- 2.26 All requests for clarifications, deviations or communication of conditions that are discovered in the field to be different from those shown on the Contract Documents shall be submitted in writing to the Engineer of Record (Wade Trim) in the form of an RFI according to the processes established by RCES/CFTOD/WDW Project Management

SECTION 3. GENERAL NOTES

In addition to complying with all other legal requirements, comply with the following:

- 3.1 All coordinates listed herein are in WDW datum and WDW grid.
- 3.2 Underground utilities have been located by referring to all known record drawings, by conferring with RCES/CFTOD/WDW personnel, topographic survey and by visual observations. Other underground utilities and structures not found or shown may be present. The locations of the utilities and structures shown are to be considered approximate only and the drawings shall not be scaled to determine locations. Contractor shall be responsible for avoiding all underground utilities indicated and discovered and shall use extreme caution when excavating. All ductbank & manhole systems shown are based on design data. Contractor is responsible for recording as-built information based on actual conditions discovered, not design data.
- 3.3 Contractor shall hand dig where utility conflicts occur in order to locate utilities prior to work commencement.
- 3.4 Contractor shall provide and handle concrete jersey barriers to protect workspaces in or encroaching upon any and all trafficways and parking lots.
- 3.5 Contractor shall provide double row silt fencing for all work not taking place in hardscaped areas. All swales, canals, and waterways shall be equipped with turbidity barriers in addition to double row silt fencing.
- 3.6 Working clearances for electrical equipment shall be in compliance with National Electrical Code, RCES/CFTOD/WDW standards, and OSHA 1910 as applicable.
- 3.7 Contractor shall provide trenching and shoring of excavations in accordance with OSHA Trench Safety Standards and the Florida Trench Safety Act as a minimum requirement.

II. List of Contract Documents:

- A. PROJECT FILES: Drawings, and Requirements are available electronically for viewing and download under the Request for Proposals ("RFP") C006979: High Temp Hot Water Pipe Grouting/Abandonment North Service Area Project - Phase II at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/135139#bidDocs>. All project files

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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: HTHW Abandonment Phase II

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

- Reedy Creek Energy Service ("RCES") Lockout/Tagout ("LOTO") Program, including Appendix 1-4
- Central Florida Tourism Oversight District ("CFTOD") Project Specific Safety Plan ("PSSP") Requirements

- B. This Exhibit A - Scope of Work and List of Contract Documents, 10 pages
- C. Exhibit B - Project Milestone Schedule, 1 page
- D. Exhibit C - Recap of Contract Sum, 1 page
- E. Exhibit D - Pending Alternates, 1 page
- F. Exhibit E - Unit Price Schedule, 1 page
- G. Exhibit F - Special Contract Conditions, 15 pages
- H. Exhibit G - General Conditions of the Contract for Construction, 27 pages
- I. Exhibit H - Forms, 19 pages
 - Payment Bond
 - Performance Bond
 - Dual Obligee 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)
- J. Exhibit I - Contractor Proposal, 4 pages
- K. Exhibit J - RCES Lockout/Tagout (LOTO) Program, including Appendix 1-4, 10 pages
- L. Exhibit K - CFTOD Project Specific Safety Plan (PSSP) Requirements, 3 pages

END OF EXHIBIT A

EXHIBIT B
PROJECT MILESTONE SCHEDULE
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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	54 Days from Notice-to-Proceed
Final Completion	Day 54	60 Days from Notice-to-Proceed

END OF EXHIBIT B

EXHIBIT C
 RECAP OF CONTRACT SUM
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The Contract Sum is based solely on the Contractor's proposed Base Bid Lump Sum Amount of **\$1,540,000**.

Description	Lump Sum Amount
General Conditions	\$242,500
CEP & Exterior Demolition	\$80,500
Civil	\$600,800
Dewatering	\$58,000
MOT/TTC	\$72,000
Mechanical	\$128,850
Grouting	\$357,350
LUMP SUM TOTAL	\$1,540,000

Grouting Pricing for Additional Services		
Description	UOM	Unit Price
Additional material	CY	\$175
Additional mobilization	EA	\$35,000

END OF EXHIBIT C

EXHIBIT D
PENDING ALTERNATES
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THERE ARE NO PENDING ALTERNATES

END OF EXHIBIT D

EXHIBIT E
UNIT PRICE SCHEDULE
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THERE IS NO UNIT PRICE SCHEDULE

END OF EXHIBIT E

EXHIBIT F
SPECIAL CONTRACT CONDITIONS - OCTOBER 2025 EDITION
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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 to be operated until it has been repaired.

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

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

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 their 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

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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. C006979

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:

GULFCOAST UTILITY CONSTRUCTORS, INC.
7020 Professional Parkway East, Suite 102
Sarasota, Florida 34240 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: February 27, 2026
Contract No. C006979
Project: High Temp Hot Water Pipe Grouting/Abandonment North Service Area Project - Phase II

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

Contract Sum: ONE MILLION, FIVE HUNDRED FORTY THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,540,000.00) (hereinafter "Contract")

BOND:

Date: February 27, 2026
Amount: ONE MILLION, FIVE HUNDRED FORTY THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,540,000.00) (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:
GULFCOAST UTILITY CONSTRUCTORS, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

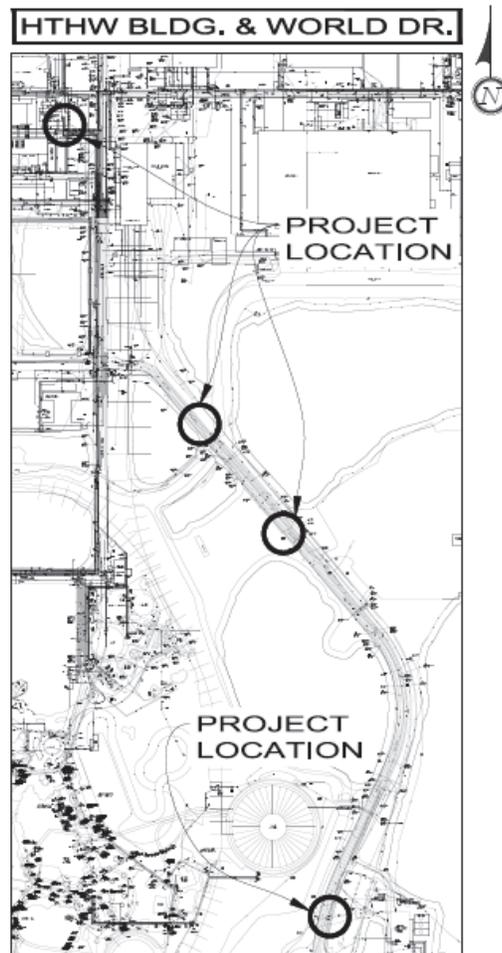
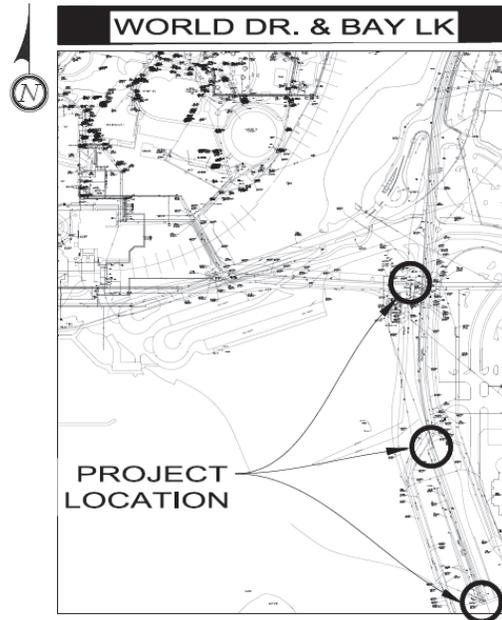
Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attachment A – Project Location



**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND**

OWNER:

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

CONTRACTOR:

GULFCOAST UTILITY CONSTRUCTORS, INC.
7020 Professional Parkway East, Suite 102
Sarasota, Florida 34240 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: February 27, 2026
Contract No. C006979
Project: High Temp Hot Water Pipe Grouting/Abandonment North Service Area Project - Phase II

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

Contract Sum: ONE MILLION, FIVE HUNDRED FORTY THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,540,000.00) (hereinafter "Contract")

BOND:

Date: February 27, 2026
Amount: ONE MILLION, FIVE HUNDRED FORTY THOUSAND AND ZERO ONE-HUNDREDTHS DOLLARS (\$1,540,000.00) (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:
GULFCOAST UTILITY CONSTRUCTORS, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

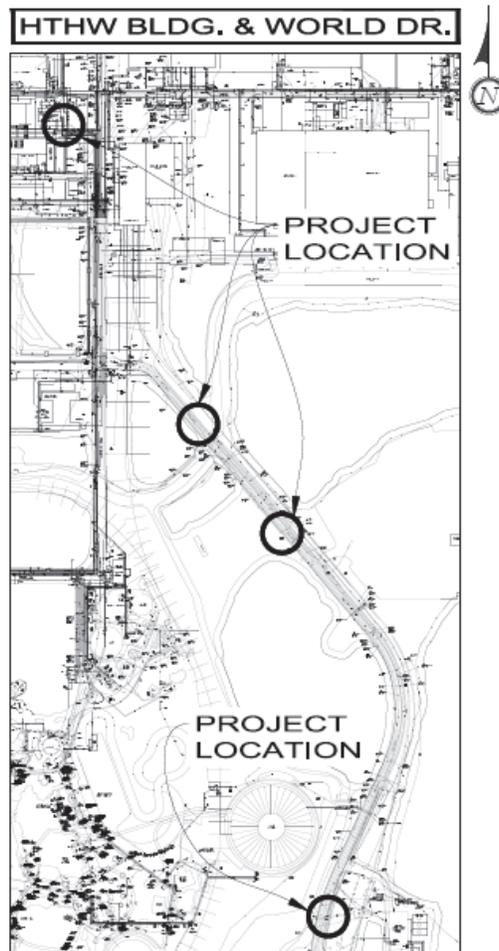
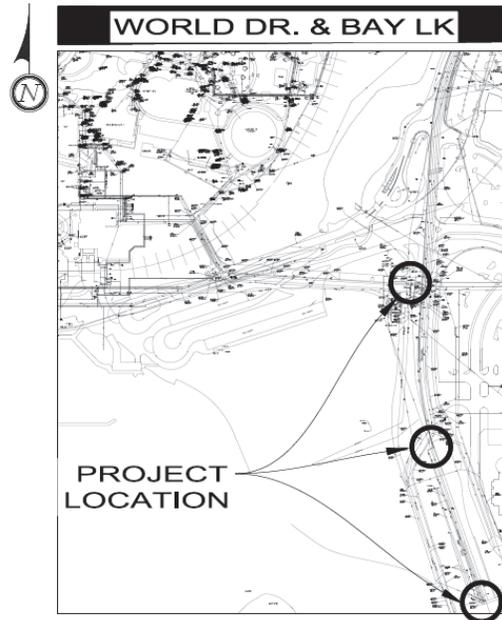
Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attachment A – Project Location



DUAL OBLIGEE RIDER

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

On behalf of GULFCOAST UTILITY CONSTRUCTORS, INC. (Contractor)

In the amount of One Million, Five Hundred Forty Thousand and Zero One-Hundredths Dollars (\$1,540,000.00) 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: **Gulfcoast Utility Constructors, 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 # C006979
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: GULFCOAST UTILITY CONSTRUCTORS, 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.: C006979, dated February 27, 2026, for HIGH TEMP HOT WATER PIPE GROUTING/ABANDONMENT NORTH SERVICE AREA PROJECT - PHASE II.
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: Gulfcoast Utility Constructors, Inc.

By: _____

Print Name

Print Title

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Date: _____

From: GULFCOAST UTILITY CONSTRUCTORS, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006979, dated February 27, 2026, between CENTRAL FLORIDA TOURISM DISTRICT and GULFCOAST UTILITY CONSTRUCTORS, 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: C006979

DATE: _____

PROJECT: High Temp Hot Water Pipe Grouting/Abandonment North Service Area Project - Phase II

SUB-PROJECT: _____

CONTRACTOR: Gulfcoast Utility Constructors, 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: Gulfcoast Utility Constructors, Inc. Date

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

CONTRACTOR: Gulfcoast Utility Constructors, Inc.
CONTRACT NUMBER: C006979
CHANGE ORDER NO. (Insert C.O. Number

Closeout Change Order
Attachment A

GENERAL RELEASE

CONTRACT NO. C006979

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, GULF COAST UTILITY CONSTRUCTORS, 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 February 27, 2026, Contract No. C006979, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and GULF COAST UTILITY CONSTRUCTORS, 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 _____.

Gulfcoast Utility Constructors, Inc.
(Contractor)

Signature

Print Name

Print Title

CONTRACTOR: Gulfcoast Utility Constructors, Inc.
CONTRACT NUMBER: C006979
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment B – Page 1

CONTRACTOR'S AFFIDAVIT

From: GULFCOAST UTILITY CONSTRUCTORS, 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. C006979, dated February 27, 2026, for HIGH TEMP HOT WATER PIPE GROUTING/ABANDONMENT NORTH SERVICE AREA PROJECT - PHASE II.
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.

Gulfcoast Utility Constructors, Inc.
(Contractor)

By: _____

Print Name

Print Title

CONTRACTOR: Gulfcoast Utility Constructors, Inc.
CONTRACT NUMBER: C006979
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment B – Page 2

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Date: (Insert Date)

From: Gulfcoast Utility Constructors, Inc.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006979, dated February 27, 2026, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and GULFCOAST UTILITY CONSTRUCTORS, 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: Gulfcoast Utility Constructors, Inc.
CONTRACT NUMBER: C006979
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Gulfcoast Utility Constructors, Inc.

CONTRACT NO. C006979

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

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

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

TYPE

COMPANY FILING NOTICE

UNDER AN ORDER GIVEN BY:

Please initial: _____
Contractor

CONTRACTOR: Gulfcoast Utility Constructors, Inc.
CONTRACT NUMBER: C006979
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: C006979

Project: HIGH TEMP HOT WATER PIPE GROUTING/ABANDONMENT NORTH SERVICE AREA PROJECT - PHASE II

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.

Gulfcoast Utility Constructors, Inc.
(Contractor)

By: _____

(Title)

Local Representative to be contacted for service:

Contractor: Gulfcoast Utility Constructors, Inc.
Name: _____
Address: 7020 Professional Parkway East, Suite 102
Sarasota, FL 34240
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. C006979, dated February 27, 2026, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of HIGH TEMP HOT WATER PIPE GROUTING/ABANDONMENT NORTH SERVICE AREA PROJECT - PHASE II. 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



B. Staffing Plan

Gulfcoast Utility intends to assign the following team to manage and complete this project:

- Jacob Alexander, President, (727) 460-5001, jalexander@gulfcoastutility.com
- Tyler Morrell, Senior Project Manager, (727) 452-9456, tmorrell@gulfcoastutility.com
- Elizabeth MacDonald, Project Manager, (941) 724-6721, emacdonald@gulfcoastutility.com
- Roy Ashley, Superintendent, (727) 214-8462, rashley@gulfcoastutility.com

Gulfcoast intends to employ the following subcontractors to help complete this project:

- Harper Limbach
Harper will perform the mechanical scope of the project, including all welding.
Representative: Marty Beebe (321) 377-5200, marty.beebe@harperlimbach.com
- CJ Geo
CJ Geo will perform all of the grouting for the project.
Representative: Andrew Taliaferro, (757) 707-0849, andrewt@cjgeo.com
- A Plus Dewatering
A Plus Dewatering will perform all dewatering as needed throughout the project.
Representative: John Ledig, (954) 263-9120, john@aplusdewatering.com
- LandDesign
LandDesign will perform the design for S&S-required MOT plans.
Representative: Michael Cipolla, (561) 302-0514, mcipolla@landdesign.com



E. Approach and Methodology

The approach and methodology that will be utilized during this project has been coordinated between Gulfcoast Utility and its subcontractors for the most efficient and effective completion based upon all available information. If site conditions or unknown factors arise during the construction phase of this project, Gulfcoast will coordinate with all parties to ensure appropriate, safe, and effective methods are in place to complete the scope of the project.

To begin, Gulfcoast will mobilize construction equipment to the worksite. Beginning with workpoint (WP) number 2 Gulfcoast will excavate and shore this location to expose the existing HTHW line. Gulfcoast will excavate up to 1' below the bottom of the pipe to allow for Harper Limbach to weld on the caps, drains, and vents necessary at this location. As Harper is completing the mechanical installation at this location, Gulfcoast will mobilize to WP3 and begin excavation at this location. Once this location is shored and ready for Harper to complete their installation, Gulfcoast will return to WP2 to backfill and compact the excavation. This method will continue until all workpoints have been segmented and mechanical materials have been installed according to the details provided.

There are a few workpoints that may require additional coordination, these workpoints will be completed one at a time. Gulfcoast has identified WP4, WP7, WP8, and WP11 as needing additional support to complete the excavation and mechanical installation. Each of these workpoints will require MOT setups with flagging and asphalt patching. During the excavation of these workpoints, Gulfcoast will setup a standard FDOT lane closure as shown in the RFP drawings; utilizing channelizing devices, road signs, and flaggers to always maintain flow of one lane of traffic. During non-working hours, Gulfcoast will have a steel plate installed to allow for normal traffic flow. Once the mechanical scope is complete at each of these workpoints the backfill and compaction will be complete and patching done to allow for normal traffic flow during grouting operations. WP7, WP8, and WP11 were all identified as points that may require dewatering. A dewatering permit will be secured through CFTOD P&E and coordination of wellpoint systems, discharge, and potential pond control will be filed through their office. Due to the added impact and scope of these excavations, Gulfcoast believes that each of these workpoints be complete and restored prior to moving to the next location.

Once all the workpoints have the necessary caps, vents, and drains, CJ Geo will mobilize to the site with all required grouting equipment. They will utilize the locations marked on the RFP drawings near WP2 and WP5 for laydown space during non-working hours for storing materials and equipment. CJ Geo will begin at WP2 and pump north towards WP1 and then south to WP3. They will then mobilize to WP4 and pump north to WP3 and south to WP5. They will continue this pattern until all 11 WPs are grouted and verified full through the vent and drain lines. Gulfcoast will provide a small hopper as required in the specified locations to collect any incidental grout from spilling. At the completion of the grouting, Gulfcoast will return to each workpoint and dig 18" below grade to allow for Harper to cut and cap the vent and drain lines.

CJ Geo will then demobilize their equipment at the end of the grouting operation. Harper Limbach at this point will finish the demolition of the CEP and exterior piping near the water bridge. While they are concluding the demolition portion, Gulfcoast will be backfilling and restoring the workpoints to their original condition or better. Once demolition is complete and the restoration has been finished this will conclude the construction phase. Gulfcoast will demobilize their equipment from the work site, and the project will be deemed complete.



F. Price Proposal

Gulfcoast Utility is pleased to offer you this proposal to provide all required services to abandon the portions of the HTHW system associated with the High Temp Hot Water Pipe Grouting and Abandonment North Service Area Project. Please review the pricing below to complete the project as outlined in RFP #C006979.

General Conditions **\$242,500**

CEP & Exterior Demolition **\$80,500**

- Demolish piping in the CEP as specified in the RFP drawings.
- Demolish exterior piping at the waterbridge location as specified in the RFP drawings.
- First shift working hours assumed for all demolition activities.

Civil **\$600,800**

- All equipment and labor necessary to complete the excavation of each work point as shown on the drawings provided.
- Excavations that exceed five feet in depth will be shored with an aluminum trench box and/or finn forms.
- Each workpoint will be excavated as needed to expose 1’ below the bottom of the pipe to allow for the welding of the mechanical materials to be completed.
- Excavation of up to two (2) workpoints at a time included. Coordination of workpoints that have traffic impact and/or dewatering impact will be completed one (1) at a time.
- Backfill and compaction of each workpoint prior to grouting contractor mobilization.
- At completion of grouting, excavation up to 18” below grade to allow for cutting and capping of vents and drains.
- Restoration of each workpoint included. Each site will be restored to its original condition or better.
- Minor asphalt patching included as required for WP7, WP11, WP8, and WP4. No full lane re-pavement included.

Dewatering **\$58,000**

- Anticipated dewatering operations include installing a wellpoint system at WP11, WP7, and WP8.
- Dewatering will include a 6” vacuum pump with a horseshoe wellpoint system to remove groundwater.
- Gulfcoast will coordinate with CFTOD P&E to receive an approved dewatering permit prior to installation of wellpoint systems.
- Pond pump down may be required at WP11 and WP7.
- Gulfcoast to utilize nearby sanitary sewer systems for discharge as allowable by CFTOD.
- Dewatering at all other workpoints is not included and not anticipated at this current time.

MOT **\$72,000**

- Maintenance of traffic will follow the FDOT standard plan details as provided in the RFP documents.
- Gulfcoast will provide channelizing devices, road signs, and flaggers as needed for safe working spaces.
- No arrow boards or concrete barrier wall are included at any workpoints.



F. Price Proposal

- Impacted roadways will be steel plated during non-working hours to allow for normal traffic flow.
- Gulfcoast anticipates flagging operations at WP11, WP7, WP8, and WP4. Flagging not included at other workpoints.
- MOT plans will be S&S if necessary, otherwise an Advanced MOT certified plan will be submitted where appropriate.

Mechanical \$128,850

- Furnish and install all injection points for grouting contractor to utilize during pumping.
- Furnish and install all vent and drain lines as well as end caps to isolate piping sections and verify grouting completion.
- Welding included. Welder certifications provided (B31.1).
- Cut and cap of vent and drain lines at the conclusion of grouting activities (18” below grade).

Grouting \$357,350

- Mobilization to site with all required grouting equipment.
- Grouting equipment to be staged and kept on-site at locations specified in provided drawings as designated lay down space.
- Furnish and place up to 253 cubic yards of 30 PCF cellular concrete for pipe abandonment.
- ASTM C495 testing of cylinders as required.
- Additional material will incur additional cost of \$175 per cubic yard.
- Additional mobilizations will incur additional cost of \$35,000 each.

Total proposed cost to complete project per RFP documents: \$ 1,540,000

Exhibit J - RCES Lockout/Tagout (LOTO) Program

Reedy Creek Energy Services

Operations Division 320, Energy Production

Lockout / Tagout (LOTO) Program

Purpose:

These procedures have been implemented within RCES Energy Production for the protection of personnel, equipment and the environment. Operating procedures are contained in the respective Departmental Standard Operating Procedures. Maintenance procedures are contained in applicable technical manuals.

This program does NOT supersede the requirements of the "Walt Disney World Lock-Out/Tag-out Program", nor of the Occupational Safety and Health Administration (OSHA) "Control of Hazardous Energy (lockout/tagout)" 29 CFR1910.147, but enhances the application..

References:

- (1) Walt Disney Parks and Resorts – Worldwide Safety "Lockout Tagout (LOTO) Safety Program – The Control of Hazardous Energy – PRG-193950, Revision 0, September 25, 2017.
- (2) Occupational Safety and Health Administration (OSHA) "The Control of Hazardous Energy (lockout/tagout)" 29CFR 1910.147.

Appendices:

- (1) LOTO sheet 1 – Lockout / Tagout Record Sheet
- (2) LOTO sheet 2 – Lockout / Tagout Sign on Sheet
- (3) LOTO sheet 3 – Group Leader Transfer Log
- (4) Greater Than 1KV equipment practices
- (5) HVAC Procedural Policies
- (6) Removal of Lock Form

Scope:

This program applies to all Reedy Creek Energy Services Cast Members who service and maintain equipment and systems under the cognizance of the Division 320 Energy Production where LOTO is applied. This program also applies to contractors and representatives of organizations external to Reedy Creek Energy Services, who service and maintain plant equipment and systems where LOTO is applied. Any Disney Cast Members or contractors, or others using this procedure must have training in basic LOTO including the recognition of hazardous energy sources.

Definitions:

- On Screen Operator – The operator on duty in the Control Room

Exhibit J - RCES Lockout/Tagout (LOTO) Program

- Control Room – The room associated with remote control of the plant systems
- RCES – Reedy Creek Energy Services
- CEP – Central Energy Plant
- ECEP – Epcot Central Energy Plant
- NSCEP – North Studios Central Energy Plant
- SSCEP – South Studios Central Energy Plant
- COGEN – Cogeneration Plant consisting of the power generation systems
- CHOT – Contemporary Hotel Chiller Plant
- Working Foreman – The on-shift operator responsible for shift operations
- Group Leader – A Level 2 Authorized Person or higher trained individual, who initiates group LOTO and is accountable as the primary contact throughout the entire process, unless their responsibility is passed on to another Group Leader.
- Department 321 – The CEP operators, mechanics
- Department 321H – Division 320 HVAC Mechanics
- Department 323 – The ECEP/SCEP operators and mechanics.
- Plant Supervisor – anyone of the several Operations Service Managers who has cognizant responsibility during their assigned shift(s).
- WDPR – Walt Disney Parks and Resorts

Roles and Responsibilities:

- Level 1 – Affected Worker
 - Affected workers are those whose job requires them to operate or use a machine or equipment on which service or maintenance is performed under LOTO by a level 2 Authorized Cast Member, and others whose job requires them to work in proximity to the machine or equipment under LOTO.
 - An Affected Cast Member must be familiar with LOTO and be able to recognize equipment under LOTO.
 - Affected Cast Members are responsible for the following:
 - Applying their lock and tag when they are potentially exposed to hazardous energy and only after a Level 2 Authorized Cast Member has performed LOTO and applied the first lock.
 - Complete WDPR Level 1 User Safety Training.
 - Recognize when LOTO is being used.
 - Understand the purpose and use of the LOTO procedures.
 - Understand the importance of not tampering or removing any LOTO devices and not starting up equipment that has been locked or tagged out.
 - Comply with the requirements of this program as appropriate.
- Level 2 – Authorized Cast Member
 - Authorized Cast Members are those, through knowledge, experience, and training, are able to perform LOTO on specific machines, equipment, or systems in order to perform service or maintenance.
 - Authorized Cast Members are responsible for the following:
 - Understanding the type and magnitude of the hazardous energy sources associated with machinery or equipment on which they will perform, servicing or maintenance.
 - Understanding the LOTO process, including the methods and means to isolate and control relevant energy sources on a particular piece of equipment.

Exhibit J - RCES Lockout/Tagout (LOTO) Program

- Implementing shutdown and LOTO procedures when performing service or maintenance on machines, equipment, or systems to control the release of hazardous energy.
- Taking the lead and applying the first lock and tag when performing LOTO and when assisting other Cast Members who are not trained to perform LOTO on specific machines, equipment, or systems. When in this role, their lock must be the last lock removed, unless their responsibility has been handed off to at least another Level 2 Authorized Cast Member.
- Verifying proper care of LOTO equipment under their control.
- Recognizing and understanding all applicable hazardous energy sources including understanding that certain machines, equipment, and systems may have more than one energy source that needs to be controlled via LOTO.
 - Level 2 Authorized cast members, who are not familiar with specific machines, equipment, systems, or the associated procedure for locking them out, must be assisted by another Level 2 – Authorized cast member, or higher level trained, who has the LOTO procedural knowledge and experience with the equipment involved to shut down the equipment and isolate energy.
- Level 3 – Responsible Person
 - A Level 3 Responsible Person is a designated cast member, typically a leader, with sufficient knowledge and training to provide field guidance on and enforcement of the LOTO safety program.
 - Responsible Persons are responsible for the following:
 - Leads and guides Level 2 Authorized cast members
 - Verifying that Level 2 Authorized cast members in their area understand their responsibilities under the LOTO safety program, by conducting periodic audits of their LOTO activities.
 - Coordinating appropriate training for cast members with LOTO safety responsibilities.
 - Participating in the investigation of any incidents and near misses that might occur related to LOTO hazards in their area.
- Contractors
 - All contractors performing service or maintenance on machines, equipment, or systems shall conduct activities in accordance with reference (2) and are required to:
 - Follow the RCES LOTO program as a Level 1 – Affected Worker.
 - Have personnel that are properly trained in the LOTO process.
 - Provide timely notification and coordinate with the line of business (LOB) that contracted those regarding when LOTO will be required and will it will be implemented.

Training: In accordance with reference (1).

Procedure:

To ensure consistency of the LOTO procedure, the following will be adhered to:

1. When it is determined that a LOTO is required, a Level 2 Authorized Cast Member will be assigned to implement the LOTO.
2. If the LOTO energy control procedures involve a piece of equipment that uses greater than 1KV, the qualified operator implementing the LOTO will ensure the additional required switching steps of Appendix 4 have been completed.

Exhibit J - RCES Lockout/Tagout (LOTO) Program

3. Authorized Cast Members are to use the LOTO procedures developed and available electronically at the plant or modify one to establish a zero energy state which addresses the specific work task to be performed.
4. The Authorized Cast Member is responsible to ensure the LOTO effectively isolates the equipment for the work to be performed and shall ensure it includes the steps necessary to validate zero energy state (ZES).
5. All LOTO Tags will have the following information:
 - a. Unique LOTO Identification Number (in lieu of the /name of person installing tag)
 - b. Lock Number (Serial # on unique key)
 - c. Device the tag is attached to
 - d. Required Position
 - e. Date tag applied
6. The keys from these individual locks will be placed in a Group LOTO Box. The associated Group LOTO box shift continuity lock will be applied and the key will be placed in the departmental key cabinet where all Group LOTO box shift continuity locks and keys will be maintained. Keys may be maintained in RCES vehicles for short-term and remote LOTOs.
7. All LOTO's will be verified ZEV for the appropriate hazardous energies expected. (For example: Mechanical, Electrical, Thermal, Chemical, Pressure, or Stored/Potential Energy). This will be signed by the Authorized Cast Member hanging the LOTO as they either test the zero energy state themselves (Mechanical), or by a qualified technician or contractor checking the zero energy state for electrical systems (electrical).
8. Once the system is verified at ZEV, RCES cast members, outside contractors, or others performing the work will be offered an opportunity to verify the system ZEV and the boundaries. They will sign in the appropriate block on Sheet 2, accepting and verifying the LOTO is adequate for the scope of work being performed and place their RED personal LOTO lock identifying the person performing the work on the Group Lock Box. Workers who are Non RCES cast members will use their company designated personal lock and tag that will provide name and contact information.
9. A Level 2 Authorized Cast Member must be signed on to Sheet 3 as the Group Leader in order for work to be performed under the LOTO. The Group Leader is the go to person if any there are any questions about the LOTO or the LOTO needs to be modified. The Group Leader is considered a system expert for the system / equipment under the LOTO. The Group Leader will be the Working Foreman (WF) if work is expected to take less than 1 shift, or the Plant Service Manager. If the Group Leader is the WF, and the work continues past the current Group Leader's shift, a new Group Leader from the oncoming shift will have to relieve the current Group Leader for work to continue. This will be annotated on Sheet 3 of the LOTO. A Group Leader is not needed if no work is being performed.
10. If work on the equipment is determined to need additional tags at any time during the work, those tags will be filled in on Sheet 1 and listed as **Tag Numbers Added/Removed**, the **Reason for Change**, and sign as **Verified and Accepted By**.
11. Personal locks on group LOTO boxes must be removed at the end of each shift
12. After the work is completed or at the end of each shift, each person who accepted the LOTO will sign the "**Sign OFF**" block on the sheet they previously signed, indicate if their work is complete, and remove their personal lock from the Group Lock Box.
13. Once all work is completed on the piece of equipment, all locks removed from the associated Group Lock boxes, and all "Signed Off" blocks from Sheet 2 are verified signed; the Authorized Cast member on shift may then sign the **Final Removal Ordered By** block on Sheet 1 and the LOTO will be removed. When the LOTO is removed, each device will be positioned consistent with expected standby conditions unless another LOTO is in effect on that piece of equipment.
14. When partial removal of the LOTO is required for testing purposes, the person or Cast Member requesting the test shall verify all work on that equipment is in a state that can support the test without causing damage to equipment or injury to personal. Once verified the test can be performed safely, all work on that system or equipment stops and all personnel working on the equipment will remove their

Exhibit J - RCES Lockout/Tagout (LOTO) Program

locks from the group lock box of the LOTO. An Authorized Cast Member shall determine what tags are necessary to be removed to safely test the equipment and fill in Sheet 1 indicating what tags are to be removed and the reason for their removal and sign as **Verified and Accepted By**.

15. In the event that a LOTO lock and tag must be removed in the absence of the person that accepted the LOTO, ensure the following are adhered to and documented on the Removal of Lock Form in Appendix 6:
 - a. Every means must be used to locate the person
 - b. The Director, or above, has been notified and approved the removal.
 - c. The onsite leader has determined that it is safe to re-energize the affected equipment or machine.
 - d. The onsite leader or a Level 2 Authorized designee shall notify any operators, users, and other affected personnel that the equipment or machine is being re-energized.
 - e. The onsite leader or a Level 2 Authorized designee removes the lock and tag.
 - f. Management shall contact the person and notify them that their lock and tag was removed prior to their next work shift.

Note 1

The RCES HVAC maintenance department Cast Members, are authorized to use modifications to the above procedure in accordance with Appendix 5.

Note 2

Prior to commencing work, all Cast Members & others must ensure an active LOTO is in place on a piece of equipment or system. In no way does this remove the responsibility on the person performing work to, sign onto the LOTO, place their personal LOTO Lock & Tag on the Group Lock Box, and verify the equipment or system having work performed on it is in a zero energy state.

Exhibit J - RCES Lockout/Tagout (LOTO) Program

Appendix 1

Sheet 1

Reedy Creek Energy Services, Inc

LOCKOUT / TAGOUT RECORD SHEET

Plant/Area 1		LOTO Number 2	Group Lock Box Number 3	Maximo Number 4				
Equipment / System to be tagged 5				Written By: 7				
Reason for Lock Out Tag Out 6				Checked By: 8				
Group Leader 9	No. Tags Issued 10	Date / Time 11/	Zero Energy State Verified By: (Mechanical) 12		Date / Time 13/			
Final Removal Ordered By 16		Date / Time 17/	Zero Energy State Verified By: (Electrical) 14		Date / Time 15/			
Date 26	Time 27	Tag Numbers Added/Removed 28	Reason for Change 29		Verified And Accepted By 30			
Tag No.	Lock No.	Item Tagged (Execute the following operations in the following order)	Tagged			Released		
			Required Position	Hanger Initials	2nd Check Initials	Removal Position	Initials	Date Removed
1	18	19	20	21	22	23	24	25
2								
3								
4								

Sheet 1 of the LOTO sheet will be filled out as follows:

1. Plant - CEP, CoGen, CHOT, ECEP, LBV Gate Station, or Building 5700 service lateral as appropriate.
2. **LOTO Number** - Next sequential number from the LOTO Index.
3. Group Lock Box Number – Group Lock Box number assigned to this LOTO
4. Maximo Number – Maximo work order number assigned to this work
5. **Equipment / System to be tagged** – equipment / component that will be LOTO.
6. Reason for LOTO – why is the equipment being LOTO.
7. **Written by** – signature of person that wrote this LOTO.

Exhibit J - RCES Lockout/Tagout (LOTO) Program

8. **Checked by** – signature of person performing the second check of the written boundaries
9. **Group Leader** – Person responsible for this LOTO when initiated
10. **Number of Tags Issued** – how many tags are associated with the original LOTO
11. **Date & Time** – enter date and time the Group Leader authorized the hanging of the LOTO
12. **Zero Energy State (ZEV) Verified by (Mechanical)** – Signature of the Qualified Operator who either verified ZEV or observed ZEV being checked by a qualified technician.
13. **Date & Time** – date and time zero mechanical energy was verified
14. **Zero Energy State Verified by (Electrical)** – Signature of the Qualified Operator who either verified ZEV or observed ZEV being checked by a qualified technician.
15. **Date & Time** – date and time zero electrical energy was verified
16. **Final removal Ordered by** – signature of person authorizing the LOTO to be removed
17. **Date & Time** – date and time the removal order was authorized
18. **Lock No.** – LOTO lock number associated with this LOTO point
19. **Item Tagged** – description of the LOTO point / location
20. **Required position** – list the position the LOTO point is to be in for LOTO
21. **Hanger Initials – initials of person hanging this LOTO point**
22. **2nd check Initials – initials of person checking this LOTO point is LOTO correctly**
23. **Removal Position – position LOTO point is to be in once LOTO is removed**
24. **Initials – initials of person removing and positioning LOTO point**
25. **Date Removed – date this LOTO point was cleared**
26. **Date – date that a LOTO point was added or removed**
27. **Time – time that a LOTO point was added or removed**
28. **Tag Numbers Added / Removed – enter LOTO tag numbers added or removed**
29. **Reason for Change** – reason for adding or removing these tags
30. **Verified and Accepted by** – signature of person verifying the LOTO points and accepting them

NOTE: *Locks, Tags and locking devices shall be used to isolate sources of energy within the normal boundaries of the scope of the repair. It is permissible to use tags without locks, in accordance with Reference (1) Chapter 4.0.*

Exhibit J - RCES Lockout/Tagout (LOTO) Program

Appendix 2

Sheet 2

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

Sheet 2 of the LOTO sheet will be filled out as follows:

1. Plant - CEP, CoGen, CHOT, ECEP, LBV Gate Station, or Building 5700 service lateral as appropriate (Same as Sheet 1)
2. **LOTO Identification Number** - Next sequential number from the LOTO Index (Same as Sheet 1)
3. Maximo Number – Maximo work order number assigned to this work (Same as Sheet 1)
4. Date on – date worker starts work under this LOTO
5. Time on – time worker starts work under this LOTO
6. Dept / Company – RCES department or company worker is doing work for
7. Verified and Accepted by - Signature of worker after reviewing the LOTO to verify that it meets the needs of the work to be done and prior to commencing work and hanging lock on Group Lock Box of the person performing work under the LOTO. If requested, the equipment will be recertified for the Authorized person performing the work. This cast member must be Authorized to work under LOTO. An Outside contractor must be qualified under their company LOTO procedure.
8. Date off - date worker stops work under this LOTO
9. Time off - time worker stops work under this LOTO
10. Sign OFF - Signature of worker after each shift or end of job and remove lock from Group Lock Box
11. Work Complete – worker circles whether the work is complete or not when signing off and removing lock from Group Lock Box

Appendix 3

Sheet 3

Group Leader Transfer Log									
Plant				LOTO Identification Number			Maximo Number		
	1			2			3		
Accept	4			Release	5				
Date	Time	Name	Signature		Date	Time	Name	Signature	
4a	4b	4c	4d		5a	5b	5c	5d	

Sheet 3 of the LOTO sheet will be filled out as follows:

1. Plant - CEP, CoGen, CHOT, ECEP, LBV Gate Station, or Building 5700 service lateral as appropriate (Same as Sheet 1)
2. **LOTO Identification Number** - Next sequential number from the LOTO Index (Same as Sheet 1)
3. Maximo Number – Maximo work order number assigned to this work (Same as Sheet 1)
4. Accept:
 - a. Date – date Group Leader signs on as Group Leader for this LOTO
 - b. Time - time Group Leader signs on as Group Leader for this LOTO
 - c. Name – name of Group Leader
 - d. Signature – signature of Group Leader
5. Release:
 - a. Date – date Group Leader signs off as Group Leader for this LOTO
 - b. Time - time Group Leader signs off as Group Leader for this LOTO
 - c. Name – name of Group Leader
 - d. Signature – signature of Group Leader

Appendix 4

Removal of Lock Form

EMERGENCY LOCKOUT LOCK REMOVAL

DATE: _____ TIME: _____ WORK LOCATION & EQUIPMENT ID: _____

PROCEDURES:

1. Contact Responsible Person/Supervisor about situation
2. Verify Authorized Person is not in building or working on equipment
3. Supervisor attempts to contact Level 2 Authorized Cast Member who placed lock on equipment
4. Executive is notified and approves removal.
5. Work area is cleared and a Level 3 Responsible Person determines it safe to re-energize equipment.
6. Cast Members are notified of equipment being re-energized.
7. Ensure controls are in Off position.
8. Remove the lock
9. Re-Energize equipment
10. Notify Cast Members equipment or machine is ready to use.
11. Submit completed form to Safety



NAME OF AUTHORIZED PERSON ON LOCK: _____

REASON FOR REMOVAL: _____

Yes	No	n/a	Checklist	Comments
			Management has been unsuccessful in contacting the Authorized Person to determine if he/she is available to remove the lock or tag?	
			An Executive has been notified and has approved the removal? If yes, provide name in comments.	
			The work area has been checked to ensure that all Cast Members have been safely positioned or removed from the area and a Level 3 Responsible Person has determined it is safe to reenergize affected equipment or machinery?	
			The Level 3 Responsible Person or a Level 2 Authorized designee, has notified any affected Cast Members that the equipment or machine is being re-energized?	
			The Level 3 Responsible Person has removed the lock or tag?	
			Lockout tagout devices have been removed and the machine or equipment has been reenergized?	
			All affected Cast Members have been notified that the servicing or maintenance is completed and the equipment is ready for use? If yes, how?	
			Management has notified the Level 2 Authorized Cast Member whose lock or tag was removed prior to the start of his/her next work shift that the lock or tag was removed and the equipment or machine has been reenergized?	

SUPERVISOR AUTHORIZING REMOVAL:

PRINT NAME: _____ SIGNATURE: _____

PERSON PERFORMING LOCK REMOVAL:

PRINT NAME: _____ SIGNATURE: _____



CENTRAL FLORIDA TOURISM OVERSIGHT PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS

Section 1. INTRODUCTION

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

Section 2. PURPOSE

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

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

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

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

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

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

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

Section 3. FORMAT

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

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



Section 4. RESPONSIBILITIES / CONTACTS

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

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

Section 5. SCOPE OF WORK

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

The scope shall also identify the following:

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

Section 6. JOB SAFETY ANALYSIS (JSA)

The JSA is a task/operation-driven document to ensure that the job task or operation receives proper safety planning prior to beginning work. In actuality, the JSA is a written work plan that incorporates safety procedures into the work practices. The JSA should be prepared far enough in advance of the task or activity to ensure that changes or revisions will not affect the scheduled execution of the task or activity. A JSA is to be developed by the Contractor or Subcontractors for any high-hazard or high-risk activity as identified by the Owner's Representative in its sole and absolute discretion, the Contractor or all Subcontractors of every tier.

The specific format of the JSA is to be determined by the Contractor, however, it must include the following information:



- A breakdown of the job into successive steps involved with the work activity.
- Identification of the hazards and the potential incidents associated with each work activity.
- Identification of methods to reduce or eliminate the hazards and potential incidents.

Section 7. PRE-TASK PLANNING

Pre-task Planning is an activity that occurs at the start of each day, prior to beginning any work shift during which work is to be performed by the Contractor or any Sub-contractor of any tier, as well as any time the daily cope of the work changes. It helps everyone involved in performing, supervising and overseeing the work to align the objectives to be accomplished before the day of work begins. A Pre-task Planning form is required to be completed and a meeting is required to be held with the crew by the supervisor prior to the start of each work shift. At a minimum, the supervisor will include the following in the Pre-task Planning:

- Identify the specific actions and work methods required to perform the work.
- Identify the specific hazards associated with the performance of the work and the measures necessary to eliminate or minimize the workers' exposure to the hazard.
- Provide the necessary training needed to safely perform the work.
- Identify and provide the necessary tools, equipment, and PPE required to protect the workers from the hazards.
- Review any items that may be applicable to their work activity previously identified on the JSA.

The Pre-Task Plan will be documented and kept in the work location for the duration of the shift or activity. As acknowledgment of its contents, the Pre-Task Plan must be signed by all members of the work crew and its supervisor, and others identified by, and in the sole and absolute discretion of, the Owner's Representative. .

Pre-Task Planning is not something that is to be submitted with the PSSP however it must be maintained on the jobsite throughout the project duration for review by the Owner's Representative and, at the request of the Owner's Representative, must be provided to the Owner's Representative as part of the Contract Close-out documentation

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.2

Board Meeting Date: 02-27-2026

Subject: Duplex Lift Station #46 Rehabilitation Project – Design

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.2** establishing the initial budget for the Duplex Lift Station #46 rehabilitation project in the amount of \$256,830 consisting of (i) an allowance for RCES design/support services of \$100,000; and (ii) professional services by CPH Consulting, LLC; and authorizing the District Administrator to execute the task work order for \$142,573 plus a 10% contingency for unforeseen issues for a total of \$156,830

DISTRICT’S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

LS-46 is a District duplex lift station located in the southeast section of the District and serves as the primary facility for wastewater transmission for customer-connected gravity sewer systems and other smaller lift stations. A condition assessment of the station identified several critical components that require replacement due to corrosion and deterioration. Upgrades to the station would bring the station up to our current standards for safety related to confined space entry, fall protection, monitoring, and electrical systems.

The scope of work for the LS-46 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 and fuel storage tank.
- Applying a protective lining system to the wet well walls and ceiling for rehabilitation of concrete existing protective coatings.
- Providing a full station bypass to ensure continuous station operation during coating application and other critical rehabilitation work within the wet well.
- Replacing and modifying the riser and discharge piping to enhance system performance and eliminate the valve vault.
- Modifying the wet well interior to improve hydraulic efficiency.
- Replacing electrical systems, instrumentation, telemetry, and controls to bring the station up to current standards and allow 24/7 monitoring in the RCES Control Room.

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 project design.

FISCAL IMPACT:

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

PROCUREMENT REVIEW:

The task work order will be reviewed and approved for compliance with the District's procurement policies prior to issuance.

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- N/A

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.3

Board Meeting Date: 02/27/2026

Subject: Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement Project – Construction

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

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.3** establishing a project budget of \$6,567,630 for Studios North Central Energy Plant Motor Control Center A & B replacement project, along with an allowance for RCES design\support services of \$100,000 and authorizing the District Administrator to execute Contract #C006965 with Electrical Engineering Enterprises, Inc. for construction services in the amount of \$5,411,800 with 10% contingency for unforeseen issues for a total of \$5,952,980

DISTRICT’S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released to the Public - November 05, 2025

BACKGROUND:

The Studios North Central Energy Plant has eight (8) chillers and cooling towers that produce chilled water for District customers. The plant has four (4) 480-volt Motor Controls Centers designated A, B, C, and D.

Motor Control Centers A and B supply dedicated power to each chiller motor, pump motor, fan motor and auxiliary transformer to serve the connected building loads at the Studios North Central Energy Plant. This project involves the replacement of Motor Control Centers A and B that are original to the plant and have reached the end of their useful life.

FINDINGS AND CONCLUSIONS:

On November 5, 2025, Invitation to Bid # C006965 was issued for construction services in support of the Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement Project – Construction.

Two (2) bids were received as follows:

Vendor’s Legal Name	Vendor’s City/State	Vendor’s Bid
Electrical Engineering Enterprise, Inc.	Orlando, FL	\$5,411,800
Bluewater Telecommunications	Orlando, FL	\$6,626,255

Electrical Engineering Enterprise, Inc., was the lowest responsive and responsible bidder. The District intends to direct-purchase the project material for sales tax savings. The materials have long lead times and are not expected in before Q4 2025, and Q1 2026.

The Utilities Division is currently requesting the following to be funded by the 2025-2 (Taxable) Bond issuance:

- Approval of an overall project budget of \$6,567,630;
- Approval of Contract #C006965 in the amount of \$5,411,800 with Electrical Engineering

Enterprises, Inc. for Construction Services of \$5,411,800; with a 10% contingency for unforeseen issues for a total amount of \$5,952,980;

- RCES Design Design/Support Services fee of \$100,000

This long-lived asset replacement project was identified among the list of twenty-two (22) projects requiring funding from the 2025 Bond issuance.

FISCAL IMPACT:

Funding will be from CFTOD Series 2025-2 Utility Revenue Bonds (Taxable).

PROCUREMENT REVIEW: This bid was reviewed and approved in compliance with the District's procurement policies.

LEGAL REVIEW:

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Electrical Engineering Enterprises, Inc. - Contract #C006965



STUDIOS NORTH CENTRAL ENERGY PLANT MOTOR CONTROL CENTER (MCC) A & B REPLACEMENT

CONTRACT NO.: C006965

PROJECT MANUAL

CONSTRUCTION AGREEMENT

Effective Date: February 27, 2026

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

Owner's Representative: Reedy Creek Energy Services
5300 N. Center Drive
Lake Buena Vista, Florida 32830

Engineer/Architect of Record: Salas O'Brien Florida, Inc.
3501 Quadrangle Boulevard, Suite 100
Orlando, Florida 32817

Contractor: Electrical Engineering Enterprises, Inc.
5316 E. Henry Avenue
Tampa, Florida 33610

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:

Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement CONSTRUCTION AGREEMENT

Contract Number: C006965

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 00 88 50 – List of Drawings and Specifications
- Exhibit J - Project Specific Safety Plan Requirements with Sample form
- Exhibit K - Contractor Safety Expectation - Confined Spaces
- Exhibit L - RCES Lock Out Tag Out
- Exhibit M - Contractor Proposal

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) Exhibit G, then (4) Exhibit M.

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 Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement , dated August 29, 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") No. C006965: Motor Control Center A and B Replacement (Studios North Central Energy Plant) at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/135015#bidDocs>. 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: Studios North Central Energy Plant (SNCEP) MCC A And B Replacement
- Specifications:
 - Project Specifications
 - Division 01 – General Requirements
 - Division 23 – Heating, Ventilating, And Air Conditioning (HVAC)
 - Division 26 – Electrical
 - RCES Electrical Construction Specifications Rev 4

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

- Project Specific Safety Plan Requirements
- Contractor Safety Expectation - Confined Spaces
- RCES Lock Out Tag Out



**STUDIOS NORTH CENTRAL ENERGY PLANT MOTOR CONTROL CENTER A & B REPLACEMENT
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 **Electrical Engineering Enterprises, Inc.** (herein referred to as the "Contractor"), whose mailing address is 5316 E. Henry Avenue, Tampa, Florida 33610.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued Invitation to Bid ("ITB") No. C006965 on November 5, 2025 for Motor Control Center (MCC) A and B replacement at the Studios North Central Energy Plant;

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

**Article 4
THE ARCHITECT/ENGINEER**

- 4.1. The Architect/Engineer for the Project (herein referred to as the "A/E") is Salas O'Brien Florida, Inc., whose mailing address is 3501 Quadrangle Boulevard, Suite 100 Orlando, Florida 32817.

**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 35 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 **30 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 **35 DAYS from the Notice-to-Proceed.**



**Article 6
CONTRACT SUM**

- 6.1. Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in the General Conditions, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the lump sum amount of **FIVE MILLION, FOUR HUNDRED ELEVEN THOUSAND, EIGHT HUNDRED AND ZERO ONE-HUNDRETHS DOLLARS (\$5,411,800.00)** (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:

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

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

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



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

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

LIQUIDATED DAMAGES

Should the Contractor fail to achieve Substantial Completion by the date provided in the Contract, the Contractor shall pay and/or the District may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$2,650.00** 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: ELECTRICAL ENGINEERING ENTERPRISES, INC.
5316 E. Henry Avenue
Tampa, Florida 33610
Attention: Chris Steele

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 **FIVE MILLION, FOUR HUNDRED ELEVEN THOUSAND, EIGHT HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$5,411,800.00)** 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:
**ELECTRICAL ENGINEERING ENTERPRISES,
INC.**

Signature: _____
As authorized by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: February 27, 2026

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006965

I. Scope of Work:

SECTION 1. SCOPE OF WORK OVERVIEW

Contractor shall replace the existing 480V Motor Control Center (MCC) with a new switchboard system, enhancing reliability, safety, and operational efficiency. All the associated work is shown in the prints.

This work will be executed in phases as per the Drawings. Project also includes plumbing work to install drainage under the starter/VFD cabinets, modification to the UPS circuit, modification to office space near the MCC area. Contractor shall also procure HVAC, door frame for the office and bathroom area as per the specifications.

SECTION 2. SCOPE OF WORK

2.1 Procurement

All products shall be UL listed.

- A. Supply HVAC for the offices
- B. Supply a new door frame required for medication of the office.
- C. Supply of new 480V switchboard as per approved specifications and drawings.
- D. Ensure compliance with applicable standards (e.g., NEC, UL891, NEMA).
- E. Supply soft starter VFDs and FVNR starters cabinets.
- F. Include all required components: main breakers, feeder breakers, metering, protective relays, bus bars, and control accessories.
- G. Factory Acceptance Testing (FAT) prior to delivery.
- H. Delivery to site with all necessary documentation and certifications.

2.2 Installation

- A. De-energization and safe removal of the existing MCC.
- B. Preparation of site including concrete pad (if required), cable trenching, and structural modifications.
- C. Installation of the new switchboard in accordance with the phased construction plan and drawings.
- D. Electrical terminations for incoming and outgoing feeders.
- E. Grounding and bonding per code.
- F. Coordination with other trades and systems (e.g., fire alarm, BMS, SCADA).

2.3 Commissioning

- A. Pre-commissioning inspections and testing (IR testing, torque checks, continuity).
- B. Functional testing of all switchboard components.
- C. Function testing of VFDs, soft starters and FVNR starters.
- D. Verification of protection settings and control logic.
- E. Energization and load testing.
- F. Site Acceptance Testing (SAT) and final commissioning report.
- G. Providing a Training manual for operations and maintenance staff.

2.4 Phased Construction

- A. Work will be executed in **phases** to minimize disruption to operations.
- B. Each phase will follow the sequence and layout defined in the provided in the drawings.
- C. Temporary power arrangements and cutover plans will be coordinated with the client.
- D. Detailed phasing schedule to be submitted and approved prior to mobilization.

2.5 Deliverables

- A. New switchboard and accessories.
- B. VFDs and VFDs cabinets.
- C. Starters and starter cabinets.

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
CONTRACT NO.: C006965

- D. FAT and SAT documentation.
- E. As-built drawings and wiring diagrams.
- F. Operation and Maintenance manuals.
- G. Warranty certificates.

2.6 Responsibilities

- A. Contractor: Full responsibility for procurement, installation, testing, commissioning, and documentation.
- B. Owner: Provide access to site, necessary permits, and coordination with facility operations.

2.7 Standards and Codes

- A. NEC, UL891, NEMA, IEEE, and local electrical codes.
- B. Manufacturer's installation and operation guidelines.

SECTION 3. DISTRICT GUIDELINES

The following applies to ALL contract work:

- 3.1 The Contractor shall perform the basic services outlined within this Scope of Work between the hours of 7:00 AM and 5:00 PM, Monday through Friday, with the exception of mechanical/electrical tie-ins which may necessitate third shift sequencing to minimize impact to park operations. All mechanical/electrical tie-ins shall be coordinated with Owner prior to proceeding. All work hours are subject to change depending on the time of year and as a result of special events or holidays.
- 3.2 Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personal vehicles will be parked only in areas designated by the Owner.
- 3.3 Owner reserves the right to refuse any Contractor's employee who does not meet or conform to Owner's policies. Contractor's employees shall be required to maintain a level a professional appearance at all times while performing required tasks in or out of guest view. This includes a level of professional hygiene that includes all Contractor-provided uniforms.
- 3.4 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.
- 3.5 Any and all complaints or calls for assistance from Owner or its agents or representatives shall be responded to by Contractor within twenty-four (24) hours of Owner's issuance of such complaints or calls and all repairs or work which precipitated such complaint shall be diligently and professionally completed by Contractor.
- 3.6 Contractor shall cause all of its employees to behave in a friendly, respectable, and courteous manner towards Owner, guests, staff, and management. In the event the Owner believes that any of Contractor's employees are acting other than as herein required, or Owner or its agents determine that any of such employees are not performing their duties in a competent manner, Owner shall so advise Contractor and Contractor shall promptly arrange to correct the deficiencies or to replace such employee as reasonably approved by Owner. Contractor shall maintain continuous and regular communications with Owner concerning safety and other factors that relate to the performance requirements hereunder and concerning any injury or damage to guests or Contractor's employees that may result or occur in connection with the services to be provided by Contractor hereunder.
- 3.7 All services shall be approved by and scheduled through the Owner or its authorized representative.

EXHIBIT A
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- 3.8 Contractor shall make walk/ride-through reviews of the entire site related to visual observations and shall make repairs and adjustments necessary. Owner may attend the walk/ride-through.
- 3.9 Contractor shall be required to provide response correspondence to any service requests sent via the Owner.
- 3.10 All services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other governmental authority; and (b) all codes, rules, regulations, and requirements, of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 3.11 The Contractor shall at all times keep the general area in which the services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the services, and shall continuously throughout performance of the services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means, and methods of cleanup, removal, disposal as the Owner may make known to the Contractor and/or as required by any applicable laws. In the event the Contractor fails to keep clean of such rubbish and waste in the affected areas, and the Owner incurs the clean-up cost, the Owner will deduct the expenses incurred from any sums then or thereafter due the Contractor.

SECTION 4. QUALITY CONTROL

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

SECTION 5. DAMAGES

- 5.1 Any damages caused by the Contractor shall be repaired by the Contractor within twenty-four (24) hours, or shall be repaired by the Owner and back-charged at the current rate per man hour plus material plus twenty percent (20%) on material only. Any materials required to correct damages caused by the Contractor shall be the responsibility of the Contractor.
- 5.2 Should the Owner elect to have the Contractor perform any work outside the scope of services, the Owner may request a lump sum proposal for the work or may direct the Contractor to proceed on a time and material basis.
- 5.3 Contractor shall report all damages to the Owner immediately.

SECTION 6. SAFETY

- 6.1 All Contractors' equipment shall be properly maintained with all safety equipment intact and operational.
- 6.2 Contractor shall acquire all necessary certifications and ensure all employees hold such certifications as applicable for their work on the project.
- 6.3 Contractor shall be responsible 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 and hand protection.
- 6.4 Contractor shall provide a Project Specific Safety Plan ("PSSP") to Owner's Construction Safety Consultant prior to start of any work to include the following:

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- Contractor company name and contact information;
- Project number and name;
- Summary of work to be performed;
- Job hazards present and how to mitigate;
- Personnel names to be working onsite;
- Equipment to be utilized in performance of the work; and
- Job hazard analysis ("JHA").

SECTION 7. LICENSING AND PERMITS

- 7.1 Contractor must possess and maintain a State of Florida General or Electrical Contractors license for the contract.
- 7.2 Subcontractors: Contractor is required to disclose a complete list of subcontractors on the Subcontractor List form. Contractor is not allowed to change or add sub-contractors without approval by the District.
- A. Contractor shall not subcontract any part of Work with any subcontractor not listed on the Subcontractor List without prior written approval of the District. The District may revoke approval of any Subcontractor when such Subcontractor evidences an unwillingness or inability to perform the Work in strict accordance with the Contract provisions. Contractor shall cause appropriate provisions inserted in all approved subcontracts relative to the Work to bind subcontractors to the terms of the Contractor's Contract, insofar as applicable to the Work of subcontractors, and provide language regarding the termination of any subcontracts the District may exercise over the Contractor under provisions of this solicitation.
- B. District's approval of a subcontractor shall not relieve the Contractor of any of their responsibilities, duties, and liabilities. The Contractor shall be solely responsible to the District for the acts, defaults, or omissions of their subcontractor and of such subcontractor's Officers, Agents, and Employees each of whom shall for all purposes be deemed to be the agent or employee of the Contractor.
- C. It is the responsibility of the Contractor to require all subcontractors to maintain adequate insurance coverage, equal to the minimums of the Contractor.
- 7.3 In order to use the District Building & Safety online permitting services to apply for permits, schedule inspections and obtain general permitting information, all users must be registered with the District in the main permitting system. All information must be verified and kept up to date throughout the year, including the main email address. Once established in our main permitting system, all approved users can then apply for a login registration with our online permitting system, Accela Citizen Access (ACA), at <https://ca.rcid.org/citizenaccess>. Additional information on how to register with ACA can be found in the ACA User's Guide, available on the Building Department website page: <https://www.oversightdistrict.org/doing-business/building-department/>. **NOTE: Contractor must provide Design Permit Number DP25-0007 when they submit their permit.**

SECTION 8. ADDENDA CLARIFICATIONS

8.1	QUESTION	Will you require third party commissioning?
	ANSWER	Commissioning will be required by third party which will be hired by contractor and approved by RCES.
8.2	QUESTION	The RTAC and relays will need to be programed, bench tested and commission. Who is responsible for relay programming and commissioning?
	ANSWER	RCES Operations will program and commission the Relay RTAC programming and commissioning but everything else will be commissioned by contractors.

EXHIBIT A
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8.3	QUESTION	The IR Scan requires an Arc Flash Analysis to understand what arc flash rated clothing to wear. Will that be the responsibility of the contractor?
	ANSWER	It will not be contractor responsibility to do any arc flash study on the gear.
8.4	QUESTION	E6.02 control wiring from CT to VFD FA. Plan does not show location for this destination. Please provide information needed to provide estimate.
	ANSWER	Yes. The switch status will be added to the list on E6.02.
8.5	QUESTION	E3.03 indicates provision and installation of new vibration switches at cooling tower for CT Fans 1 through 4. No description, detail or specification for the required switch has been provided. Please provide required vibration switch information/specifications.
	ANSWER	The fire alarm is located on the plant side of the operations office wall directly across from the existing MCCA.
8.6	QUESTION	E3.01 calls out CT1 and CT2 VFDs to B phase sequencing, E4.02 indicates that CT1 and CT2 are fed from Swbd A and therefore, should be in phase A. A similar but opposite condition is found on E3.01 for CT 3 and CT4. Please clarify.
	ANSWER	CT-1 and 2 should be in the A phase, and CT-3 and 4 should be in the B Phase.
8.7	QUESTION	During the site walk while looking at the north end of the plant as an example of the installation, it was noted that the CT Fan VFD's appear to have Fire Alarm Relay control. No Fire alarm control is indicated in the drawings for CT's 1-4. Please confirm Fire Alarm Control is not needed. If it is needed please provide FA drawings indicating requirements.
	ANSWER	A dry contact is required for fire alarm input to trigger an emergency shutdown. Fire alarm drawings will be provided with the IFC set. Expect a monitored fire alarm relay to be connected to the VFDs for the cooling towers.
8.8	QUESTION	E3.01 indicates new location for exhaust fan motor starters, during the site walk it was noticed that the exhaust fans are also operated by Fire Alarm relays, no reference to Fire Alarm has been included. Please provide Fire Alarm Drawings to document this work and its associated requirements.
	ANSWER	The design intention is for the existing fire alarm wiring and modules currently associated with the exhaust fans to be re-located with the exhaust fan motor starters. Notes to this effect will be added to the IFC set.
8.9	QUESTION	E3.01 indicates installing RTAC under phase A of sequencing, However, the location is occupied by the MCC relay equipment enclosure which will not be removed until phase B. Please advise.
	ANSWER	Assume RTAC and PCW-4-SS/MPZB will swap locations. This will be reflected in the IFC package.
8.10	QUESTION	Drawing E3.01 indicates providing and installing the RTAC. RTAC is described as a Hoffman rack only, with no equipment listed nor is there a detail drawing provided. Please specify who is providing equipment and if it is contractor supplied provide a detailed BoM and any additional requirements as may be needed.
	ANSWER	The RTAC rack will be fully designed as part of the IFC package once there have been approved shop drawings, but for bidding purposes, the attached is the basis of design for the RTAC rack used on the North side of the plant.
8.11	QUESTION	E6.02 indicates provision and installation of a 12 fiber cable. no specifications for fiber, cable termination have been provided. Please advise on required cable.
	ANSWER	Single mode 12 strand and must be industrial rated.

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8.12	QUESTION	Drawing E3.01 provides proposed layout of new electrical equipment. Drawing does not indicate orientation of MainA, MainB, Tie, or ISO Tie switchboards. Are the fronts to face east with termination compartments to west, or the other way around.
	ANSWER	The Design intent is for the front of MainA/MainB/Tie/ISO to face East (Plan North); however the orientation can be reversed if this allows for better alignment of the conduit sub-up window.
8.13	QUESTION	ITB document indicates contractor provided site acceptance testing and commissioning, specification documents indicate compliance with NETA-ACS for acceptance. Is acceptance testing required to be performed/overseen by a third party provider? Are there additional requirements for commissioning beyond those delineated in the ITB? Is commissioning required to be performed/overseen by a third party provider? Please clarify.
	ANSWER	Acceptance testing is required to be performed by the Contractor and overseen by the approved commissioning agent. Commissioning will be required by third party which will be hired by contractor and approved by RCES.
8.14	QUESTION	E0.01 construction sequence indicates cutting and removing concrete for installation under-slab conduits and subsequent replacement of concrete slab and equipment pads. This will require additional cutting/ removal of concrete for installation of phase B conduit stub ups. Due to the limited space provided and the quantity of conduits in this space, of which require considerable "crossing" of phase A and B conduits, please advise on acceptable sequencing that considers, conduit stub up locations, crossing of phased conduits and safety while meeting phase requirements and underground feed requirements.
	ANSWER	Alternative route or plans for conduit routing can be considered during planning and construction phase.
8.15	QUESTION	E3.02 note A5, B5, A6 and B6 indicate installing conduit and wire from each starter to the RTAC and Marshaling cabinets, are the conduit runs w/ pull strings in addition to the conduits and wire as shown on the E6.02 conduit schedule? Please clarify.
	ANSWER	Yes, The cabling/conduit in the table on sheet E6.02 is for the plant automation system, where the RTAC and associated cabling and conduits are for the power monitoring and controls system.
8.16	QUESTION	Question E30.03 indicates supplying safety disconnects for the cooling tower fan motors with an auxiliary contact. Is the control wire and conduit described note A1 and B1 in addition to conduit and wires shown in the control wiring table on E6.02? Please advise.
	ANSWER	Increase #14x10 cable for each VFD to #14x12 for each of the four VFDs to accommodate the disconnect aux contact.
8.17	QUESTION	Where is the drain down location?
	ANSWER	Drain down location for existing pipe will not change. All we are doing is installing P trap. See sheet 9 and sheet 12 for details.
8.18	QUESTION	Question What is the plan/requirement for Dust control.
	ANSWER	Wet cut, use Hepa filter vacuum, Visqueen plastic sheet.
8.19	QUESTION	What is the timeframe we have to shut off the after for install of the Valves? It was mentioned soldered on fittings are required.
	ANSWER	Yes, solder fittings are required, and the shut-off valve will depend on park hours and the work schedule, but a typical 4 hours outage would normally be provided.

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8.20	QUESTION	E3.01 sequencing vs the E0.01 sequencing, contain several conflicting scheduled items... RTAC, all CT VFD, MPZ A and B.....please clarify.
	ANSWER	The sequence provided is firm and is subject to change based on site conditions.
8.21	QUESTION	Specifications provided with bid package include references to sections 01 30 00 - Admin Requirements , 01 40 00 - Quality Control , 01 78 00- closeouts, and 01 79 00 - training. These sections were not provided. Please provide referenced general specification sections.
	ANSWER	<p>Section 01 30 00 is not provided; however Admin Requirements are included in Sections 01 14 00, 01 78 23, 01 79 00, & 01 91 13.</p> <p>Section 01 40 00 is replaced with the included Section 01 44 00 in the STD 01 - GENERAL REQUIREMENTS document.</p> <p>Section 01 78 00 is replaced with the included Section 01 70 00 in the STD 01 - GENERAL REQUIREMENTS document.</p> <p>Section 01 79 00 is included, but the title is wrong. Correct title is: Demonstration and Testing.</p>
8.22	QUESTION	<p>Gear Manufacturer requests information and or clarifications in order to complete quote. (Manufacturer RFI questions outlined below)</p> <ol style="list-style-type: none"> 1. 40HP Cooling Tower Fan motors are believed to be permanent magnet. <ol style="list-style-type: none"> a. EP to provide output reactors, same as last time b. Take exception to Sine Wave Filters in Spec 2. "PNL HA" is not defined in the scope, therefore EP will not quote this <ol style="list-style-type: none"> a. We are happy to offer a quote for this in the future when we learn what it is. 3. "PNL MPZA & B" are Mini Power-Zone transformers, shown as Contractor Supplied. <ol style="list-style-type: none"> a. We can provide a quote for these Square D transformers b. MPUB30T2FJ c. Please confirm above part number is accurate 4. PCH-5 Chilled Water Pump provisions were previously built into C&D project and may be redundant or mislabeled, please advise. 5. RTAC / Comm Rack panel is shown on Disney one-line diagram as Contractor Supplied, but the details of what is required are sparse. <ol style="list-style-type: none"> a. We are continuing to quote based on components provided for C&D b. Certain SEL parts and features provided in C&D are obsolete c. Disney will need to define SEL part numbers required, a complete BOM would be preferred 6. We will have to go back over the spec to determine if certain Switchboard features provided for C&D are required this time, EP should not assume this project is the same as last time. <ol style="list-style-type: none"> a. Metering Web Enabled Communications b. PXG900 Gateway c. Ethernet Switch d. External RJ45 Port e. Metering PXG1K f. 7" Display, Control, ARMS, and Setpoint APP g. PXR20 LSI Trip Units w/ Modbus & Relays

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	ANSWER	<p>h. PRL-MPM CT Sensors for CB's</p> <p>7. Marshalling Cabinet BOM shows mainly Allen Bradley parts.</p> <p style="padding-left: 20px;">a. EP to quote cost of providing AB, but would request substitutions such as Phoenix Contact or equal.</p> <p>8. Enclosure size for 200HP VFD's must increase to 90"x60"x24" to accommodate addition of 3 contactor bypass and sine wave filter output.</p> <p style="padding-left: 20px;">a. Building plans show limited space for 200HP VFD's, concrete slab may need to be modified</p> <p style="padding-left: 20px;">b. Please advise if 60" width is acceptable</p> <p style="padding-left: 20px;">c. Previously 90"x48"x24"</p> <p>9. Enclosure size for 40HP VFD's must increase to 72"x48"x18" to accommodate addition of 3 contactor bypass.</p> <p style="padding-left: 20px;">a. Please advise if new enclosure size is acceptable</p> <p style="padding-left: 20px;">b. Previously 72"x36"x18"</p> <p>1. Yes the motor are permanent magnet motors and Output reactor will be provided for cooling tower motor.</p> <p>2. Panel HA is existing to remain. The scope includes demolishing the existing conductors to the panel, reconfigure and extending the existing conduit to the new SWBD A, and installation of new feeder conductors.</p> <p>3. Yes, MPZ A and B are specified as Square D Mini Power-Zone. The provided part number matches the design intent.</p> <p>4. PCHD-5 was included in the C&D Project. PCH-5 is part of this project as indicated in the drawings.</p> <p>5. Details built of rack and equipment will be based on shop drawings coming from vendors.</p> <p>6. All the part no will be approved by RCES and consultants during construction phase.</p> <p>7. During procurement alternative to obsolete equipment can be suggested for approval.</p> <p>8. Phoenix contactor can be considered during procurement phase.</p> <p>9. Enclosure sizes and spacing will be adjusted based on the shop drawings received and will be provided in IFCs</p>
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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 Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement , dated August 29, 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") No. C006965: Motor Control Center A and B Replacement (Studios North Central Energy Plant) at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/135015#bidDocs>. 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:

EXHIBIT A
SCOPE OF WORK AND LIST OF CONTRACT DOCUMENTS
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- Drawings: Studios North Central Energy Plant (SNCEP) MCC A And B Replacement
- Specifications:
 - Project Specifications
 - Division 01 – General Requirements
 - Division 23 – Heating, Ventilating, And Air Conditioning (HVAC)
 - Division 26 – Electrical
 - RCES Electrical Construction Specifications Rev 4

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

- Project Specific Safety Plan Requirements
- Contractor Safety Expectation - Confined Spaces
- RCES Lock Out Tag Out

- C. This Exhibit A - Scope of Work and List of Contract Documents, 9 pages
- D. Exhibit B - Project Milestone Schedule, 1 page
- E. Exhibit C - Recap of Contract Sum, 1 page
- F. Exhibit D - Pending Alternates, 1 page
- G. Exhibit E - Unit Price Schedule, 1 page
- H. Exhibit F - Special Contract Conditions, 15 pages
- I. Exhibit G - General Conditions of the Contract for Construction, 27 pages
- J. Exhibit H - Forms, 19 pages
 - Payment Bond
 - Performance Bond
 - Dual Obligee 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 00 88 50 – List of Drawings and Specifications, 5 pages
- L. Exhibit J - Project Specific Safety Plan Requirements with Sample form, 5 pages
- M. Exhibit K - Contractor Safety Expectation - Confined Spaces, 3 pages
- N. Exhibit L - RCES Lock Out Tag Out, 10 pages
- O. Exhibit M - Contractor Proposal, 39 pages

END OF EXHIBIT A

EXHIBIT B
PROJECT MILESTONE SCHEDULE
CONTRACT NO.: C006965

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
Material Acquisition Period	12-18 months lead time. Expected Q4 2026, Q1 2027	
Notice-to-Proceed	Day 1	Day 1
Substantial Completion	Day 1	30 Days from Notice-to-Proceed
Final Completion	Day 30	35 Days from Notice-to-Proceed

Contractor must schedule a showing of the final completed Project prior to the maximum time allotted for the completion of work. Prior to any Work being performed the Contractor must coordinate with the District Representative for access.

END OF EXHIBIT B

EXHIBIT C
RECAP OF CONTRACT SUM
CONTRACT NO.: C006965

The Contract Sum is based solely on the Contractor's proposed Base Bid Lump Sum Amount of **\$5,411,800.00** complete the project per the Drawings.

END OF EXHIBIT C

EXHIBIT D
PENDING ALTERNATES
CONTRACT NO.: C006965

THERE ARE NO PENDING ALTERNATES

END OF EXHIBIT D

EXHIBIT E
UNIT PRICE SCHEDULE
CONTRACT NO.: C006965

THERE ARE NO UNIT PRICES.

END OF EXHIBIT E

EXHIBIT F
SPECIAL CONTRACT CONDITIONS - OCTOBER 2025 EDITION
CONTRACT NO.: C006965

TABLE OF CONTENTS:

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

DEFINITIONS:

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

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

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

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

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

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

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

EXHIBIT F
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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.

EXHIBIT F
SPECIAL CONTRACT CONDITIONS - OCTOBER 2025 EDITION
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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

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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. C006965

THIS EXHIBIT CONTAINS THE FOLLOWING:

- Payment Bond
- Performance Bond
- Dual Obligee 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:

ELECTRICAL ENGINEERING ENTERPRISES, INC.
5316 E. Henry Avenue
Tampa, Florida 33610 (hereinafter "Contractor")

SURETY:

Name: _____

Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: February 27, 2026

Contract No. C006965

Project: Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement

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

Contract Sum: FIVE MILLION, FOUR HUNDRED ELEVEN THOUSAND, EIGHT HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$5,411,800.00) (hereinafter "Contract")

BOND:

Date: February 27, 2026

Amount: FIVE MILLION, FOUR HUNDRED ELEVEN THOUSAND, EIGHT HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$5,411,800.00) (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:
ELECTRICAL ENGINEERING ENTERPRISES, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attachment A – Project Location



GENERAL PROJECT LOCATION
Studios North Central
Energy Plant

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND**

OWNER:

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

CONTRACTOR:

ELECTRICAL ENGINEERING ENTERPRISES, INC.
5316 E. Henry Avenue
Tampa, Florida 33610 (hereinafter "Contractor")

SURETY:

Name: _____
Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: February 27, 2026
Contract No. C006965
Project: Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement

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

Contract Sum: FIVE MILLION, FOUR HUNDRED ELEVEN THOUSAND, EIGHT HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$5,411,800.00) (hereinafter "Contract")

BOND:

Date: February 27, 2026
Amount: FIVE MILLION, FOUR HUNDRED ELEVEN THOUSAND, EIGHT HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$5,411,800.00) (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:
ELECTRICAL ENGINEERING ENTERPRISES, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attachment A – Project Location



GENERAL PROJECT LOCATION
Studios North Central
Energy Plant

DUAL OBLIGEE RIDER

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

On behalf of ELECTRICAL ENGINEERING ENTERPRISES, INC (Contractor)

In the amount of FIVE MILLION, FOUR HUNDRED ELEVEN THOUSAND, EIGHT HUNDRED AND ZERO ONE-HUNDREDTHS DOLLARS (\$5,411,800.00) and dated February 27, 2026 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: **Electrical Engineering Enterprises, 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 # C006965
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: ELECTRICAL ENGINEERING ENTERPRISES, 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.: C006965, dated February 27, 2026, for Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement.
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: Electrical Engineering Enterprises, Inc.

By: _____

Print Name

Print Title

CONTRACTOR'S INTERIM AFFIDAVIT - SCHEDULE A

Date: _____

From: ELECTRICAL ENGINEERING ENTERPRISES, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006965, dated February 27, 2026, between CENTRAL FLORIDA TOURISM DISTRICT and ELECTRICAL ENGINEERING ENTERPRISES, 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: C006965

DATE: _____

PROJECT: Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement

SUB-PROJECT: _____

CONTRACTOR: Electrical Engineering Enterprises, 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: Electrical Engineering Enterprises, Inc. Date

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

CONTRACTOR: Electrical Engineering Enterprises, Inc.
CONTRACT NUMBER: C006965
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment A

GENERAL RELEASE

CONTRACT NO. C006965

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, ELECTRICAL ENGINEERING ENTERPRISES, 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 February 27, 2026, Contract No. C006965, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and ELECTRICAL ENGINEERING ENTERPRISES, 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 _____.

Electrical Engineering Enterprises, Inc.
(Contractor)

Signature

Print Name

Print Title

CONTRACTOR: Electrical Engineering Enterprises, Inc.
CONTRACT NUMBER: C006965
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment B – Page 1

CONTRACTOR'S AFFIDAVIT

From: ELECTRICAL ENGINEERING ENTERPRISES, 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. C006965, dated February 27, 2026, for the Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement 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.

Electrical Engineering Enterprises, Inc.
(Contractor)

By: _____

Print Name

Print Title

CONTRACTOR: Electrical Engineering Enterprises, Inc.
CONTRACT NUMBER: C006965
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment B – Page 2

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Date: (Insert Date)

From: ELECTRICAL ENGINEERING ENTERPRISES, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006965, dated February 27, 2026, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and ELECTRICAL ENGINEERING ENTERPRISES, 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.

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

Please initial: _____
Contractor

CONTRACTOR: Electrical Engineering Enterprises, Inc.
CONTRACT NUMBER: C006965
CHANGE ORDER NO. (Insert C.O. Number)

Closeout Change Order
Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: Electrical Engineering Enterprises, Inc.

CONTRACT NO. C006965

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

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

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

TYPE COMPANY FILING NOTICE UNDER AN ORDER GIVEN BY:

Please initial: _____
Contractor

CONTRACTOR: Electrical Engineering Enterprises, Inc.
CONTRACT NUMBER: C006965
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: C006965

Project: Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement

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.

Electrical Engineering Enterprises, Inc.
(Contractor)

By: _____

(Title)

Local Representative to be contacted for service:

Contractor: Electrical Engineering Enterprises, Inc.
Name: _____
Address: 5316 E. Henry Avenue
Tampa, Florida 33610
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. C006965, dated February 27, 2026, between the Contractor and the Owner pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the Studios North Central Energy Plant Motor Control Center (MCC) A & B Replacement 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 00 88 50 – List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
FILE NAME – STD 00 88 50 LIST OF DRAWINGS AND SPECIFICATIONS
MAXIMO - 8877601
PROJECT TITLE – SNCEP MCC A & B REPLACEMENT
ISSUANCE – 100% BID SET 08/29/2025

**SECTION 00 88 50
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: Studios North Central Energy Plant (SNCEP) MCC A & B Replacement

Dated: August 29, 2025

DRAWINGS

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

LIST OF DRAWINGS / MATERIALS:

DRAWING NO.	DRAWING TITLE	ISSUE DATE	EOR
Studios North Central Energy Plant MCC A & B Replacement			
CVR	COVER SHEET	08/29/2025	ADAM LEVINE
G-101	FIRST FLOOR LIFE SAFETY PLAN	08/29/2025	BILL D'ONOFRIO
A-101	BUILDING PLANS, DEMO PLANS, ELEVATION, DOOR SCHEDULE, AND DETAILS	08/29/2025	BILL D'ONOFRIO
S1.00	GENERAL NOTES	08/29/2025	JOSEPH LIBERMAN
S3.01	ENLARGED PLAN OPTION A	08/29/2025	JOSEPH LIBERMAN
S3.02	BUILDING ELEVATION	08/29/2025	JOSEPH LIBERMAN
S5.01	CONCRETE DETAILS	08/29/2025	JOSEPH LIBERMAN
S7.01	STEEL DETAILS	08/29/2025	JOSEPH LIBERMAN
P0.01	LEGEND, DETAIL AND SPECS- PLUMBING	08/29/2025	GARY WILKERSON
P1.01	OVERALL FLOOR PLAN - PLUMBING	08/29/2025	GARY WILKERSON
P2.01	ENLARGED DEMOLITION FLOOR PLANS - PLUMBING	08/29/2025	GARY WILKERSON
P3.01	ENLARGED NEW FLOOR PLANS - PLUMBING	08/29/2025	GARY WILKERSON
M0.01	LEGEND, SCHEDULES, DETAILS, AND GEN. NOTES - MECHANICAL	08/29/2025	GARY WILKERSON
M1.01	OVERALL FLOOR PLAN - MECHANICAL	08/29/2025	GARY WILKERSON
M2.01	ENLARGED DEMOLITION FLOOR PLANS - MECHANICAL	08/29/2025	GARY WILKERSON
M3.01	ENLARGED NEW FLOOR PLANS - MECHANICAL	08/29/2025	GARY WILKERSON
E0.01	SYMBOL LEGEND AND GENERAL NOTES - ELECTRICAL	08/29/2025	ADAM LEVINE

Exhibit I - Specification Section 00 88 50 – List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
FILE NAME – STD 00 88 50 LIST OF DRAWINGS AND SPECIFICATIONS
MAXIMO - 8877601
PROJECT TITLE – SNCEP MCC A & B REPLACEMENT
ISSUANCE – 100% BID SET 08/29/2025

PAGE 2 OF 5

DRAWING NO.	DRAWING TITLE	ISSUE DATE	EOR
E1.01	OVERALL FLOOR PLAN - ELECTRICAL	08/29/2025	ADAM LEVINE
E2.01	ENLARGED DEMOLITION FLOOR PLAN - POWER	08/29/2025	ADAM LEVINE
E2.02	ENLARGED DEMOLITION FLOOR PLAN - POWER	08/29/2025	ADAM LEVINE
E2.03	ENLARGED DEMOLITION FLOOR PLAN - POWER	08/29/2025	ADAM LEVINE
E2.04	ENLARGED DEMOLITION FLOOR PLAN - LIGHTING	08/29/2025	ADAM LEVINE
E3.01	ENLARGED NEW FLOOR PLAN - POWER	08/29/2025	ADAM LEVINE
E3.02	ENLARGED NEW FLOOR PLAN - POWER	08/29/2025	ADAM LEVINE
E3.03	ENLARGED NEW FLOOR PLANS - POWER	08/29/2025	ADAM LEVINE
E3.04	ENLARGED NEW FLOOR PLAN - LIGHTING	08/29/2025	ADAM LEVINE
E3.05	ENLARGED NEW FLOOR PLAN - CONDUIT ROUTING	08/29/2025	ADAM LEVINE
E4.01	SINGLE LINE DIAGRAM - DEMOLITION - ELECTRICAL	08/29/2025	ADAM LEVINE
E4.02	SINGLE LINE DIAGRAM - NEW - ELECTRICAL	08/29/2025	ADAM LEVINE
E4.03	COOLING TOWER VFD CONTROL WIRING DEMO SHEET 1 OF 2	08/29/2025	ADAM LEVINE
E4.04	COOLING TOWER VFD CONTROL WIRING DEMO SHEET 2 OF 2	08/29/2025	ADAM LEVINE
E4.05	CHILLED WATER DIST. PUMP CONTROL WIRING DEMO SHEET 1 OF 2	08/29/2025	ADAM LEVINE
E4.06	CHILLED WATER DIST. PUMP CONTROL WIRING DEMO SHEET 1 OF 2	08/29/2025	ADAM LEVINE
E4.07	CONDENSER WATER PUMP FVNR CONTROL WIRING DEMO	08/29/2025	ADAM LEVINE
E4.08	CHILLED WATER PUMP FVNR CONTROL WIRING DEMO	08/29/2025	ADAM LEVINE
E4.09	COOLING TOWER FVNR CONTROL WIRING DEMO	08/29/2025	ADAM LEVINE
E4.10	MARSHALLING PANEL LAYOUT	08/29/2025	ADAM LEVINE
E5.01	DETAILS - ELECTRICAL - MOTOR SOFT STARTER	08/29/2025	ADAM LEVINE
E5.02	DETAILS - ELECTRICAL - FVNR MOTOR STARTER	08/29/2025	ADAM LEVINE
E5.03	DETAILS - ELECTRICAL - VFD	08/29/2025	ADAM LEVINE
E5.04	SWBD MAIN DETAILS - ELECTRICAL	08/29/2025	ADAM LEVINE
E5.05	SWBD TIE/ISO DETAILS - ELECTRICAL	08/29/2025	ADAM LEVINE
E5.06	SHUNT TRIP WIRING DIAGRAM	08/29/2025	ADAM LEVINE

SECTION 00 88 50

LIST OF DRAWINGS AND SPECIFICATIONS

Exhibit I - Specification Section 00 88 50 – List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 FILE NAME – STD 00 88 50 LIST OF DRAWINGS AND SPECIFICATIONS
 MAXIMO - 8877601
 PROJECT TITLE – SNCEP MCC A & B REPLACEMENT
 ISSUANCE – 100% BID SET 08/29/2025

DRAWING NO.	DRAWING TITLE	ISSUE DATE	EOR
E6.01	SCHEDULES - ELECTRICAL	08/29/2025	ADAM LEVINE
E6.02	SCHEDULES - ELECTRICAL	08/29/2025	ADAM LEVINE

SPECIFICATIONS

The following list of Specifications is applicable to the foregoing. Any Supplemental Technical Specifications that only pertain to this specific Project and are not part of the Owner’s Standards Technical Specifications will have an **(S)** designation following the section title in the table below.

LIST OF SPECIFICATIONS:

SECTION NO.	SECTION TITLE	ISSUE DATE
DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS		
00 88 50	List of Drawings and Specifications (S)	08/29/2025
DIVISION 01 – GENERAL REQUIREMENTS		
01 11 00	Summary of Work (S)	08/29/2025
01 14 00	Coordination with Owner’s Operations (S)	08/29/2025
01 21 00	Allowances (S)	08/29/2025
01 23 00	Alternates (S)	08/29/2025
01 25 00	Product Substitutions	08/29/2025
01 29 73	Schedule of Values	08/29/2025
01 31 13	Project Coordination	08/29/2025
01 31 13.10	Contract Time, Sequencing and Timing of Work (S)	08/29/2025
01 31 19	Progress Meetings	08/29/2025
01 31 26	Electronic Document Processing Service	08/29/2025
01 32 13	Schedule of Work	08/29/2025
01 32 16	Construction Schedule	08/29/2025
01 33 00	Submittal Procedures	08/29/2025
01 33 23	Shop Drawings, Product Data and Samples	08/29/2025
01 35 23	CFTOD Project Specific Safety Plan Requirements	08/29/2025
01 41 00	Regulatory Requirements	08/29/2025
01 42 00	References	08/29/2025
01 44 00	Quality Assurance and Quality Control	08/29/2025
01 45 23	Testing and Inspection Services	08/29/2025
01 50 00	Temporary Construction Facilities	08/29/2025
01 61 00	Product Requirements and Options	08/29/2025
01 64 00	Owner Furnished Products	08/29/2025
01 64 13	Owner Purchased Products	08/29/2025
01 64 13A	Exhibit A ODP Purchase Order Procedures	08/29/2025
01 64 13B	Exhibit B Attachment “1” Contractor’s Invoice Affirmation Letter	08/29/2025

Exhibit I - Specification Section 00 88 50 – List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 FILE NAME – STD 00 88 50 LIST OF DRAWINGS AND SPECIFICATIONS
 MAXIMO - 8877601
 PROJECT TITLE – SNCEP MCC A & B REPLACEMENT
 ISSUANCE – 100% BID SET 08/29/2025

SECTION NO.	SECTION TITLE	ISSUE DATE
01 64 13C	Exhibit C Attachment “2” Owner’s Representative Invoice Affirmation Letter	08/29/2025
01 66 00	Product Handling and Protection	08/29/2025
01 70 00	Project Closeout	08/29/2025
01 71 23	Field Engineering	08/29/2025
01 73 00	Execution	08/29/2025
01 73 29	Cutting and Patching	08/29/2025
01 74 00	Cleaning	08/29/2025
01 75 00	Starting and Adjusting	08/29/2025
01 78 23	Operation and Maintenance Data (S)	08/29/2025
01 78 39	Record Documents and Survey	08/29/2025
01 78 43	Spare Parts and Extra Material	08/29/2025
01 79 00	Demonstration and Testing (S)	08/29/2025
01 91 13	General Commissioning Requirements	08/29/2025
DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)		
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	08/29/2025
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	08/29/2025
23 07 19	HVAC PIPING INSULATION	08/29/2025
23 21 13	HVAC PIPING	08/29/2025
23 81 27	SMALL SPLIT-SYSTEM HEATING AND COOLING	08/29/2025
DIVISION 26 – ELECTRICAL		
26 05 19	LOW VOLTAGE POWER CONDUCTORS AND CABLES	08/29/2025
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	08/29/2025
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	08/29/2025
26 05 33.13	CONDUIT	08/29/2025
26 05 33.16	BOXES	08/29/2025
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	08/29/2025
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	08/29/2025
26 05 83	WIRING CONNECTIONS	08/29/2025
26 22 00	LOW-VOLTAGE TRANSFORMERS	08/29/2025
26 24 13	SWITCHBOARDS	08/29/2025
26 24 16	PANELBOARDS	08/29/2025
26 28 16.16	ENCLOSED SWITCHES	08/29/2025
26 29 13	ENCLOSED CONTROLLERS	08/29/2025
26 29 23.1	VARIABLE FREQUENCY DRIVE MOTOR CONTROLLERS	08/29/2025
26 43 00	SURGE PROTECTIVE DEVICES	08/29/2025

SUMMARY OF MODIFICATIONS TO THE STANDARD TECHNICAL SPECIFICATIONS:

Exhibit I - Specification Section 00 88 50 – List of Drawings and Specifications

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
FILE NAME – STD 00 88 50 LIST OF DRAWINGS AND SPECIFICATIONS
MAXIMO - 8877601
PROJECT TITLE – SNCEP MCC A & B REPLACEMENT
ISSUANCE – 100% BID SET 08/29/2025

SECTION NUMBER – SECTION TITLE	
ORIGINAL	MODIFIED

END OF SECTION 00 88 50



CENTRAL FLORIDA TOURISM OVERSIGHT PROJECT SPECIFIC SAFETY PLAN REQUIREMENTS

Section 1. INTRODUCTION

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

Section 2. PURPOSE

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

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

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

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

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

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

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

Section 3. FORMAT

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

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



Section 4. RESPONSIBILITIES / CONTACTS

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

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

Section 5. SCOPE OF WORK

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

The scope shall also identify the following:

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

Section 6. JOB SAFETY ANALYSIS (JSA)

The JSA is a task/operation-driven document to ensure that the job task or operation receives proper safety planning prior to beginning work. In actuality, the JSA is a written work plan that incorporates safety procedures into the work practices. The JSA should be prepared far enough in advance of the task or activity to ensure that changes or revisions will not affect the scheduled execution of the task or activity. A JSA is to be developed by the Contractor or Subcontractors for any high-hazard or high-risk activity as identified by the Owner's Representative in its sole and absolute discretion, the Contractor or all Subcontractors of every tier.

The specific format of the JSA is to be determined by the Contractor, however, it must include the following information:



- A breakdown of the job into successive steps involved with the work activity.
- Identification of the hazards and the potential incidents associated with each work activity.
- Identification of methods to reduce or eliminate the hazards and potential incidents.

Section 7. PRE-TASK PLANNING

Pre-task Planning is an activity that occurs at the start of each day, prior to beginning any work shift during which work is to be performed by the Contractor or any Sub-contractor of any tier, as well as any time the daily cope of the work changes. It helps everyone involved in performing, supervising and overseeing the work to align the objectives to be accomplished before the day of work begins. A Pre-task Planning form is required to be completed and a meeting is required to be held with the crew by the supervisor prior to the start of each work shift. At a minimum, the supervisor will include the following in the Pre-task Planning:

- Identify the specific actions and work methods required to perform the work.
- Identify the specific hazards associated with the performance of the work and the measures necessary to eliminate or minimize the workers' exposure to the hazard.
- Provide the necessary training needed to safely perform the work.
- Identify and provide the necessary tools, equipment, and PPE required to protect the workers from the hazards.
- Review any items that may be applicable to their work activity previously identified on the JSA.

The Pre-Task Plan will be documented and kept in the work location for the duration of the shift or activity. As acknowledgment of its contents, the Pre-Task Plan must be signed by all members of the work crew and its supervisor, and others identified by, and in the sole and absolute discretion of, the Owner's Representative. .

Pre-Task Planning is not something that is to be submitted with the PSSP however it must be maintained on the jobsite throughout the project duration for review by the Owner's Representative and, at the request of the Owner's Representative, must be provided to the Owner's Representative as part of the Contract Close-out documentation

PROJECT SPECIFIC SAFETY PLAN GUIDELINES

Example Format:

PROJECT SPECIFIC SAFETY PLAN

Project Name
Contract #
Maximo #

Contractor:		Date:		Project Start Date:	
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1.1.1 Contacts / Responsibilities:

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

1.1.2 Scope of Work:

SAMPLE

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

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

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

PROJECT SPECIFIC SAFETY PLAN GUIDELINES

Narrative Overview:

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

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

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

The scope shall also identify the following:

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

1.1.3 **Job Safety Analysis (JSA) / (Hazard/Risk Matrix):** The JSA is a task/operation-driven document to ensure that the job task or operation receives proper safety planning prior to beginning work. In actuality, the JSA is a written work plan that incorporates safety procedures into the work practices of the JSA should be prepared far enough in advance of the task or activity to ensure that changes or revisions will not affect the scheduled execution of the task or activity. A JSA is to be developed by the Contractor or Subcontractor for any high-hazard or high-risk activity as identified by the Owner's Representative in its sole and absolute discretion, by the Contractor or all Subcontractors of every tier.

The specific format of the JSA is to be determined by the Contractor, however, it must include the following information:

- A breakdown of the job into consecutive steps involved with the work activity.
- Identification of hazards and the potential incidents associated with each work activity.
- Identification of methods to reduce or eliminate the hazards and potential incidents.

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

1.1.4 **Pre-Task Planning:** Pre-task Planning is an activity that occurs at the start of each day, prior to beginning any work shift during which work is to be performed by the Contractor or any Sub-contractor of any tier, as well as any time the daily cope of the work changes. It helps everyone involved in performing, supervising and overseeing the work to align the objectives to be accomplished before the day of work begins. A Pre-task Planning form is required to be completed and a meeting is required to be held with the crew by the supervisor prior to the start of each work shift. At a minimum, the supervisor will include the following in the Pre-task Planning:

- Identify the specific actions and work methods required to perform the work.
- Identify the specific hazards associated with the performance of the work and the measures necessary to eliminate or minimize the workers' exposure to the hazard.
- Provide the necessary training needed to safely perform the work.
- Identify and provide the necessary tools, equipment, and PPE required to protect the workers from the hazards.
- Review any items that may be applicable to their work activity previously identified on the JSA.

The Pre-Task Plan will be documented and kept in the work location for the duration of the shift or activity. As acknowledgment of its contents, the Pre-Task Plan must be signed by all members of the work crew and its supervisor, and others identified by, and in the sole and absolute discretion of, the Owner's Representative.

Pre-Task Planning is not something that is to be submitted with the PSSP however it must be maintained on the jobsite throughout the project duration for review by the Owner's Representative and, at the request of the Owner's Representative, must be provided to the Owner's Representative as part of the Contract Close-out documentation



Contractor Safety Expectation

HAZARD SEVERITY

H-4/H-5

Confined Spaces

3/13/2018

Purpose: To establish and communicate the minimum safety expectations for entering and working in confined spaces while working with Reedy Creek Energy Services (RCES). A confined space has a limited or restricted means of entrance/egress, is large enough and so configured that a worker can bodily enter and perform assigned work, and is not designed for continuous human occupancy.

Who Needs to Know: All contractors / operating partners working in or near confined spaces while working with RCES.

Hazard Severity Ranking: A hazard is a condition or practice with the potential to cause harm. Hazards classified as H4/H5 are those with high severity that have the potential to cause a fatality, total disability, dismemberment, and life-altering changes that are typically irreversible unless all proper precautions are taken.

Standards: Performing work in a confined space shall meet or exceed the requirements of 29CFR1926.1200 – Subpart AA – Confined Spaces in Construction.

Critical 29 CFR 1926 Elements: *(The designation of certain requirements as critical does not alleviate the Contractor from complying with ALL applicable aspects of 29CFR1926)*

1. Contractors shall determine what kinds of spaces their employees will be in, what hazards could be there, and how those hazards will be mitigated.
2. Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met.
3. Each employee whose work is regulated by this standard shall have proper training. Training shall be in a language and vocabulary that the employee understands.
4. Contractor shall have a written confined space program that meets OSHA requirements for employees that will enter permit-required confined spaces (PRCS).
5. Effective steps shall be taken to prevent employees from entering PRCS, if employees will not need to enter those spaces.
6. General contractor shall coordinate entry activities with both RCES and sub-contractors.
7. Contractor(s) shall have a competent person to evaluate the site and identify and classify confined spaces. The competent person shall be able to recognize those conditions that require a confined space permit:
 - Contains, or has the potential to contain, a hazardous atmosphere
 - Contains a material that has a potential for engulfing the entrant
 - Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls, or by a floor which slopes downward and tapers to a smaller cross-section
 - Contains any other recognized serious safety or health hazard
8. Provide continuous atmospheric monitoring and continuous monitoring of engulfment hazards during entry.
9. Contractor must have a rescue plan that meets the requirements established by 29 CFR 1926.1200. Contractor shall arrange for rescue and emergency services for employees who enter PRCS.

Exhibit K - Contractor Safety Expectation - Confined Spaces

- If relying on the local fire department for emergency services, the contractor shall arrange for the fire department to provide advance notice if they will be unable to respond for a period of time.

RCES Clarifications and Additional Requirements:

1. Contractors, including subs, will have a written confined space program when performing PRCs entry at RCES. Site specific conditions related to confined space entry must be addressed in the Project Specific Safety Plan (PSSP).
2. Contractors and subs shall provide their own confined space permits when working with RCES.
3. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes:
 - Entrant
 - Attendant
 - Entry supervisor
 - Air monitoring
 - Rescue
 - Site-specific training for workers exposed to hazards posed by PRCs, but not performing work inside of confined space or supporting confined space entry
4. Confined spaces that have been evaluated and designated by RCES as permit required will be treated as such even if contractor disagrees with that designation. Trenches may be treated as confined spaces under certain conditions. Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met.
5. When certain conditions described in the OSHA standard are met, the employer may use alternate entry procedures for worker entry into a permit space. RCES must be involved in the decision to use alternate entry procedures.
6. RCES is responsible for providing information to Contractor on any known hazards associated with the space.
7. RCES is **NOT** responsible for providing additional services during entry, including but not limited to:
 - Atmospheric monitoring
 - Emergency response services including rescue
 - Attendants or Entry Supervisors
8. All equipment for atmospheric monitoring must be calibrated according to manufacturer's recommendations prior to use and must, at a minimum, test for oxygen deficiency and enrichment, flammable gases, hydrogen sulfide and carbon monoxide. Any other known or suspected atmospheric hazard must also be tested for prior to and during entry.
9. Atmospheric monitoring equipment will, at a minimum, have alarms set for the 8-hour time-weighted average (TWA) and short term exposure limit (STEL). Monitors shall have simultaneous and multiple alarm indicators, such as audible, visible and/or vibrating alarms to indicate hazardous conditions.
10. Atmospheric testing must be conducted prior to any attempt to ventilate the space and before entry. Monitoring shall be conducted every four feet to detect any possible layers or areas with higher vapor concentration than the rest of the space.
11. Ventilation may be utilized to control hazardous atmospheres and maintain acceptable entry conditions. General dilution ventilation and/or local exhaust ventilation may be used to maintain acceptable entry conditions, as verified by monitoring.
12. No one shall enter a confined space to attempt rescue unless they have been trained and equipped for confined space rescue operations. If it can be performed safely, attendants will only use **non-entry rescue** techniques to perform rescue if they have been trained to do so.
13. Spaces that have an internal configuration that would prevent non-entry rescue shall have a rescue plan. Entry rescue will be only performed by a rescue team able to perform the responsibilities and meet the qualifications outlined in the OSHA standard. Most contractors will not have the capability to perform entry rescue; they will have to partner with an outside organization to provide rescue. The rescue team must have the proper training and equipment and **be available to respond in a timely manner**.
14. RCES reserves the right to stop work being performed and remove contractor personnel from a confined space if an unsafe condition or behavior is observed. The space will be evacuated until concerns are resolved.

Exhibit K - Contractor Safety Expectation - Confined Spaces

15. Contractors will debrief RCES about any hazards encountered or created during the confined space entry by either themselves or their subs.

Revision History			
Rev	Description of Change	Owner	Effective Date
0	Preliminary Draft	N/A	2017 Nov 09
A	Updated to reference RCES	Manager, Utility Integration	2018 Jan 30
B	Changes based on review and comments from RCID	Manager, Utility Integration	2018 Mar 13

Exhibit L - RCES Lock Out Tag Out

Reedy Creek Energy Services

Operations Division 320, Energy Production

Lockout / Tagout (LOTO) Program

Purpose:

These procedures have been implemented within RCES Energy Production for the protection of personnel, equipment and the environment. Operating procedures are contained in the respective Departmental Standard Operating Procedures. Maintenance procedures are contained in applicable technical manuals.

This program does NOT supersede the requirements of the "Walt Disney World Lock-Out/Tag-out Program", nor of the Occupational Safety and Health Administration (OSHA) "Control of Hazardous Energy (lockout/tagout)" 29 CFR1910.147, but enhances the application..

References:

- (1) Walt Disney Parks and Resorts – Worldwide Safety "Lockout Tagout (LOTO) Safety Program – The Control of Hazardous Energy – PRG-193950, Revision 0, September 25, 2017.
- (2) Occupational Safety and Health Administration (OSHA) "The Control of Hazardous Energy (lockout/tagout)" 29CFR 1910.147.

Appendices:

- (1) LOTO sheet 1 – Lockout / Tagout Record Sheet
- (2) LOTO sheet 2 – Lockout / Tagout Sign on Sheet
- (3) LOTO sheet 3 – Group Leader Transfer Log
- (4) Greater Than 1KV equipment practices
- (5) HVAC Procedural Policies
- (6) Removal of Lock Form

Scope:

This program applies to all Reedy Creek Energy Services Cast Members who service and maintain equipment and systems under the cognizance of the Division 320 Energy Production where LOTO is applied. This program also applies to contractors and representatives of organizations external to Reedy Creek Energy Services, who service and maintain plant equipment and systems where LOTO is applied. Any Disney Cast Members or contractors, or others using this procedure must have training in basic LOTO including the recognition of hazardous energy sources.

Definitions:

- On Screen Operator – The operator on duty in the Control Room

Exhibit L - RCES Lock Out Tag Out

- Control Room – The room associated with remote control of the plant systems
- RCES – Reedy Creek Energy Services
- CEP – Central Energy Plant
- ECEP – Epcot Central Energy Plant
- NSCEP – North Studios Central Energy Plant
- SSCEP – South Studios Central Energy Plant
- COGEN – Cogeneration Plant consisting of the power generation systems
- CHOT – Contemporary Hotel Chiller Plant
- Working Foreman – The on-shift operator responsible for shift operations
- Group Leader – A Level 2 Authorized Person or higher trained individual, who initiates group LOTO and is accountable as the primary contact throughout the entire process, unless their responsibility is passed on to another Group Leader.
- Department 321 – The CEP operators, mechanics
- Department 321H – Division 320 HVAC Mechanics
- Department 323 – The ECEP/SCEP operators and mechanics.
- Plant Supervisor – anyone of the several Operations Service Managers who has cognizant responsibility during their assigned shift(s).
- WDPR – Walt Disney Parks and Resorts

Roles and Responsibilities:

- Level 1 – Affected Worker
 - Affected workers are those whose job requires them to operate or use a machine or equipment on which service or maintenance is performed under LOTO by a level 2 Authorized Cast Member, and others whose job requires them to work in proximity to the machine or equipment under LOTO.
 - An Affected Cast Member must be familiar with LOTO and be able to recognize equipment under LOTO.
 - Affected Cast Members are responsible for the following:
 - Applying their lock and tag when they are potentially exposed to hazardous energy and only after a Level 2 Authorized Cast Member has performed LOTO and applied the first lock.
 - Complete WDPR Level 1 User Safety Training.
 - Recognize when LOTO is being used.
 - Understand the purpose and use of the LOTO procedures.
 - Understand the importance of not tampering or removing any LOTO devices and not starting up equipment that has been locked or tagged out.
 - Comply with the requirements of this program as appropriate.
- Level 2 – Authorized Cast Member
 - Authorized Cast Members are those, through knowledge, experience, and training, are able to perform LOTO on specific machines, equipment, or systems in order to perform service or maintenance.
 - Authorized Cast Members are responsible for the following:
 - Understanding the type and magnitude of the hazardous energy sources associated with machinery or equipment on which they will perform, servicing or maintenance.
 - Understanding the LOTO process, including the methods and means to isolate and control relevant energy sources on a particular piece of equipment.

Exhibit L - RCES Lock Out Tag Out

- Implementing shutdown and LOTO procedures when performing service or maintenance on machines, equipment, or systems to control the release of hazardous energy.
- Taking the lead and applying the first lock and tag when performing LOTO and when assisting other Cast Members who are not trained to perform LOTO on specific machines, equipment, or systems. When in this role, their lock must be the last lock removed, unless their responsibility has been handed off to at least another Level 2 Authorized Cast Member.
- Verifying proper care of LOTO equipment under their control.
- Recognizing and understanding all applicable hazardous energy sources including understanding that certain machines, equipment, and systems may have more than one energy source that needs to be controlled via LOTO.
 - Level 2 Authorized cast members, who are not familiar with specific machines, equipment, systems, or the associated procedure for locking them out, must be assisted by another Level 2 – Authorized cast member, or higher level trained, who has the LOTO procedural knowledge and experience with the equipment involved to shut down the equipment and isolate energy.
- Level 3 – Responsible Person
 - A Level 3 Responsible Person is a designated cast member, typically a leader, with sufficient knowledge and training to provide field guidance on and enforcement of the LOTO safety program.
 - Responsible Persons are responsible for the following:
 - Leads and guides Level 2 Authorized cast members
 - Verifying that Level 2 Authorized cast members in their area understand their responsibilities under the LOTO safety program, by conducting periodic audits of their LOTO activities.
 - Coordinating appropriate training for cast members with LOTO safety responsibilities.
 - Participating in the investigation of any incidents and near misses that might occur related to LOTO hazards in their area.
- Contractors
 - All contractors performing service or maintenance on machines, equipment, or systems shall conduct activities in accordance with reference (2) and are required to:
 - Follow the RCES LOTO program as a Level 1 – Affected Worker.
 - Have personnel that are properly trained in the LOTO process.
 - Provide timely notification and coordinate with the line of business (LOB) that contracted those regarding when LOTO will be required and will it will be implemented.

Training: In accordance with reference (1).

Procedure:

To ensure consistency of the LOTO procedure, the following will be adhered to:

1. When it is determined that a LOTO is required, a Level 2 Authorized Cast Member will be assigned to implement the LOTO.
2. If the LOTO energy control procedures involve a piece of equipment that uses greater than 1KV, the qualified operator implementing the LOTO will ensure the additional required switching steps of Appendix 4 have been completed.

Exhibit L - RCES Lock Out Tag Out

3. Authorized Cast Members are to use the LOTO procedures developed and available electronically at the plant or modify one to establish a zero energy state which addresses the specific work task to be performed.
4. The Authorized Cast Member is responsible to ensure the LOTO effectively isolates the equipment for the work to be performed and shall ensure it includes the steps necessary to validate zero energy state (ZES).
5. All LOTO Tags will have the following information:
 - a. Unique LOTO Identification Number (in lieu of the /name of person installing tag)
 - b. Lock Number (Serial # on unique key)
 - c. Device the tag is attached to
 - d. Required Position
 - e. Date tag applied
6. The keys from these individual locks will be placed in a Group LOTO Box. The associated Group LOTO box shift continuity lock will be applied and the key will be placed in the departmental key cabinet where all Group LOTO box shift continuity locks and keys will be maintained. Keys may be maintained in RCES vehicles for short-term and remote LOTOs.
7. All LOTO's will be verified ZEV for the appropriate hazardous energies expected. (For example: Mechanical, Electrical, Thermal, Chemical, Pressure, or Stored/Potential Energy). This will be signed by the Authorized Cast Member hanging the LOTO as they either test the zero energy state themselves (Mechanical), or by a qualified technician or contractor checking the zero energy state for electrical systems (electrical).
8. Once the system is verified at ZEV, RCES cast members, outside contractors, or others performing the work will be offered an opportunity to verify the system ZEV and the boundaries. They will sign in the appropriate block on Sheet 2, accepting and verifying the LOTO is adequate for the scope of work being performed and place their RED personal LOTO lock identifying the person performing the work on the Group Lock Box. Workers who are Non RCES cast members will use their company designated personal lock and tag that will provide name and contact information.
9. A Level 2 Authorized Cast Member must be signed on to Sheet 3 as the Group Leader in order for work to be performed under the LOTO. The Group Leader is the go to person if any there are any questions about the LOTO or the LOTO needs to be modified. The Group Leader is considered a system expert for the system / equipment under the LOTO. The Group Leader will be the Working Foreman (WF) if work is expected to take less than 1 shift, or the Plant Service Manager. If the Group Leader is the WF, and the work continues past the current Group Leader's shift, a new Group Leader from the oncoming shift will have to relieve the current Group Leader for work to continue. This will be annotated on Sheet 3 of the LOTO. A Group Leader is not needed if no work is being performed.
10. If work on the equipment is determined to need additional tags at any time during the work, those tags will be filled in on Sheet 1 and listed as **Tag Numbers Added/Removed**, the **Reason for Change**, and sign as **Verified and Accepted By**.
11. Personal locks on group LOTO boxes must be removed at the end of each shift
12. After the work is completed or at the end of each shift, each person who accepted the LOTO will sign the "**Sign OFF**" block on the sheet they previously signed, indicate if their work is complete, and remove their personal lock from the Group Lock Box.
13. Once all work is completed on the piece of equipment, all locks removed from the associated Group Lock boxes, and all "Signed Off" blocks from Sheet 2 are verified signed; the Authorized Cast member on shift may then sign the **Final Removal Ordered By** block on Sheet 1 and the LOTO will be removed. When the LOTO is removed, each device will be positioned consistent with expected standby conditions unless another LOTO is in effect on that piece of equipment.
14. When partial removal of the LOTO is required for testing purposes, the person or Cast Member requesting the test shall verify all work on that equipment is in a state that can support the test without causing damage to equipment or injury to personal. Once verified the test can be performed safely, all work on that system or equipment stops and all personnel working on the equipment will remove their

Exhibit L - RCES Lock Out Tag Out

locks from the group lock box of the LOTO. An Authorized Cast Member shall determine what tags are necessary to be removed to safely test the equipment and fill in Sheet 1 indicating what tags are to be removed and the reason for their removal and sign as **Verified and Accepted By**.

15. In the event that a LOTO lock and tag must be removed in the absence of the person that accepted the LOTO, ensure the following are adhered to and documented on the Removal of Lock Form in Appendix 6:
 - a. Every means must be used to locate the person
 - b. The Director, or above, has been notified and approved the removal.
 - c. The onsite leader has determined that it is safe to re-energize the affected equipment or machine.
 - d. The onsite leader or a Level 2 Authorized designee shall notify any operators, users, and other affected personnel that the equipment or machine is being re-energized.
 - e. The onsite leader or a Level 2 Authorized designee removes the lock and tag.
 - f. Management shall contact the person and notify them that their lock and tag was removed prior to their next work shift.

Note 1

The RCES HVAC maintenance department Cast Members, are authorized to use modifications to the above procedure in accordance with Appendix 5.

Note 2

Prior to commencing work, all Cast Members & others must ensure an active LOTO is in place on a piece of equipment or system. In no way does this remove the responsibility on the person performing work to, sign onto the LOTO, place their personal LOTO Lock & Tag on the Group Lock Box, and verify the equipment or system having work performed on it is in a zero energy state.

Exhibit L - RCES Lock Out Tag Out

Appendix 1

Sheet 1

Reedy Creek Energy Services, Inc

LOCKOUT / TAGOUT RECORD SHEET

Plant/Area 1		LOTO Number 2	Group Lock Box Number 3	Maximo Number 4				
Equipment / System to be tagged 5				Written By: 7				
Reason for Lock Out Tag Out 6				Checked By: 8				
Group Leader 9	No. Tags Issued 10	Date / Time 11/	Zero Energy State Verified By: (Mechanical) 12		Date / Time 13/			
Final Removal Ordered By 16		Date / Time 17/	Zero Energy State Verified By: (Electrical) 14		Date / Time 15/			
Date	Time	Tag Numbers Added/Removed	Reason for Change	Verified And Accepted By				
26	27	28	29	30				
Tag No.	Lock No.	Item Tagged (Execute the following operations in the following order)	Tagged			Released		
			Required Position	Hanger Initials	2nd Check Initials	Removal Position	Initials	Date Removed
1	18	19	20	21	22	23	24	25
2								
3								
4								

Sheet 1 of the LOTO sheet will be filled out as follows:

1. Plant - CEP, CoGen, CHOT, ECEP, LBV Gate Station, or Building 5700 service lateral as appropriate.
2. **LOTO Number** - Next sequential number from the LOTO Index.
3. Group Lock Box Number – Group Lock Box number assigned to this LOTO
4. Maximo Number – Maximo work order number assigned to this work
5. **Equipment / System to be tagged** – equipment / component that will be LOTO.
6. Reason for LOTO – why is the equipment being LOTO.
7. **Written by** – signature of person that wrote this LOTO.

Exhibit L - RCES Lock Out Tag Out

8. **Checked by** – signature of person performing the second check of the written boundaries
9. **Group Leader** – Person responsible for this LOTO when initiated
10. **Number of Tags Issued** – how many tags are associated with the original LOTO
11. **Date & Time** – enter date and time the Group Leader authorized the hanging of the LOTO
12. **Zero Energy State (ZEV) Verified by (Mechanical)** – Signature of the Qualified Operator who either verified ZEV or observed ZEV being checked by a qualified technician.
13. **Date & Time** – date and time zero mechanical energy was verified
14. **Zero Energy State Verified by (Electrical)** – Signature of the Qualified Operator who either verified ZEV or observed ZEV being checked by a qualified technician.
15. **Date & Time** – date and time zero electrical energy was verified
16. **Final removal Ordered by** – signature of person authorizing the LOTO to be removed
17. **Date & Time** – date and time the removal order was authorized
18. **Lock No.** – LOTO lock number associated with this LOTO point
19. **Item Tagged** – description of the LOTO point / location
20. **Required position** – list the position the LOTO point is to be in for LOTO
21. **Hanger Initials – initials of person hanging this LOTO point**
22. **2nd check Initials – initials of person checking this LOTO point is LOTO correctly**
23. **Removal Position – position LOTO point is to be in once LOTO is removed**
24. **Initials – initials of person removing and positioning LOTO point**
25. **Date Removed – date this LOTO point was cleared**
26. **Date – date that a LOTO point was added or removed**
27. **Time – time that a LOTO point was added or removed**
28. **Tag Numbers Added / Removed – enter LOTO tag numbers added or removed**
29. **Reason for Change** – reason for adding or removing these tags
30. **Verified and Accepted by** – signature of person verifying the LOTO points and accepting them

NOTE: *Locks, Tags and locking devices shall be used to isolate sources of energy within the normal boundaries of the scope of the repair. It is permissible to use tags without locks, in accordance with Reference (1) Chapter 4.0.*

Appendix 2

Sheet 2

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

Sheet 2 of the LOTO sheet will be filled out as follows:

1. Plant - CEP, CoGen, CHOT, ECEP, LBV Gate Station, or Building 5700 service lateral as appropriate (Same as Sheet 1)
2. **LOTO Identification Number** - Next sequential number from the LOTO Index (Same as Sheet 1)
3. Maximo Number – Maximo work order number assigned to this work (Same as Sheet 1)
4. Date on – date worker starts work under this LOTO
5. Time on – time worker starts work under this LOTO
6. Dept / Company – RCES department or company worker is doing work for
7. Verified and Accepted by - Signature of worker after reviewing the LOTO to verify that it meets the needs of the work to be done and prior to commencing work and hanging lock on Group Lock Box of the person performing work under the LOTO. If requested, the equipment will be recertified for the Authorized person performing the work. This cast member must be Authorized to work under LOTO. An Outside contractor must be qualified under their company LOTO procedure.
8. Date off - date worker stops work under this LOTO
9. Time off - time worker stops work under this LOTO
10. Sign OFF - Signature of worker after each shift or end of job and remove lock from Group Lock Box
11. Work Complete – worker circles whether the work is complete or not when signing off and removing lock from Group Lock Box

Appendix 3

Sheet 3

Group Leader Transfer Log									
Plant				LOTO Identification Number			Maximo Number		
	1			2			3		
Accept	4			Release	5				
Date	Time	Name	Signature		Date	Time	Name	Signature	
4a	4b	4c	4d		5a	5b	5c	5d	

Sheet 3 of the LOTO sheet will be filled out as follows:

1. Plant - CEP, CoGen, CHOT, ECEP, LBV Gate Station, or Building 5700 service lateral as appropriate (Same as Sheet 1)
2. **LOTO Identification Number** - Next sequential number from the LOTO Index (Same as Sheet 1)
3. Maximo Number – Maximo work order number assigned to this work (Same as Sheet 1)
4. Accept:
 - a. Date – date Group Leader signs on as Group Leader for this LOTO
 - b. Time - time Group Leader signs on as Group Leader for this LOTO
 - c. Name – name of Group Leader
 - d. Signature – signature of Group Leader
5. Release:
 - a. Date – date Group Leader signs off as Group Leader for this LOTO
 - b. Time - time Group Leader signs off as Group Leader for this LOTO
 - c. Name – name of Group Leader
 - d. Signature – signature of Group Leader

Appendix 4

Removal of Lock Form

EMERGENCY LOCKOUT LOCK REMOVAL

DATE: _____ TIME: _____ WORK LOCATION & EQUIPMENT ID: _____

PROCEDURES:

1. Contact Responsible Person/Supervisor about situation
2. Verify Authorized Person is not in building or working on equipment
3. Supervisor attempts to contact Level 2 Authorized Cast Member who placed lock on equipment
4. Executive is notified and approves removal.
5. Work area is cleared and a Level 3 Responsible Person determines it safe to re-energize equipment.
6. Cast Members are notified of equipment being re-energized.
7. Ensure controls are in Off position.
8. Remove the lock
9. Re-Energize equipment
10. Notify Cast Members equipment or machine is ready to use.
11. Submit completed form to Safety



NAME OF AUTHORIZED PERSON ON LOCK: _____

REASON FOR REMOVAL: _____

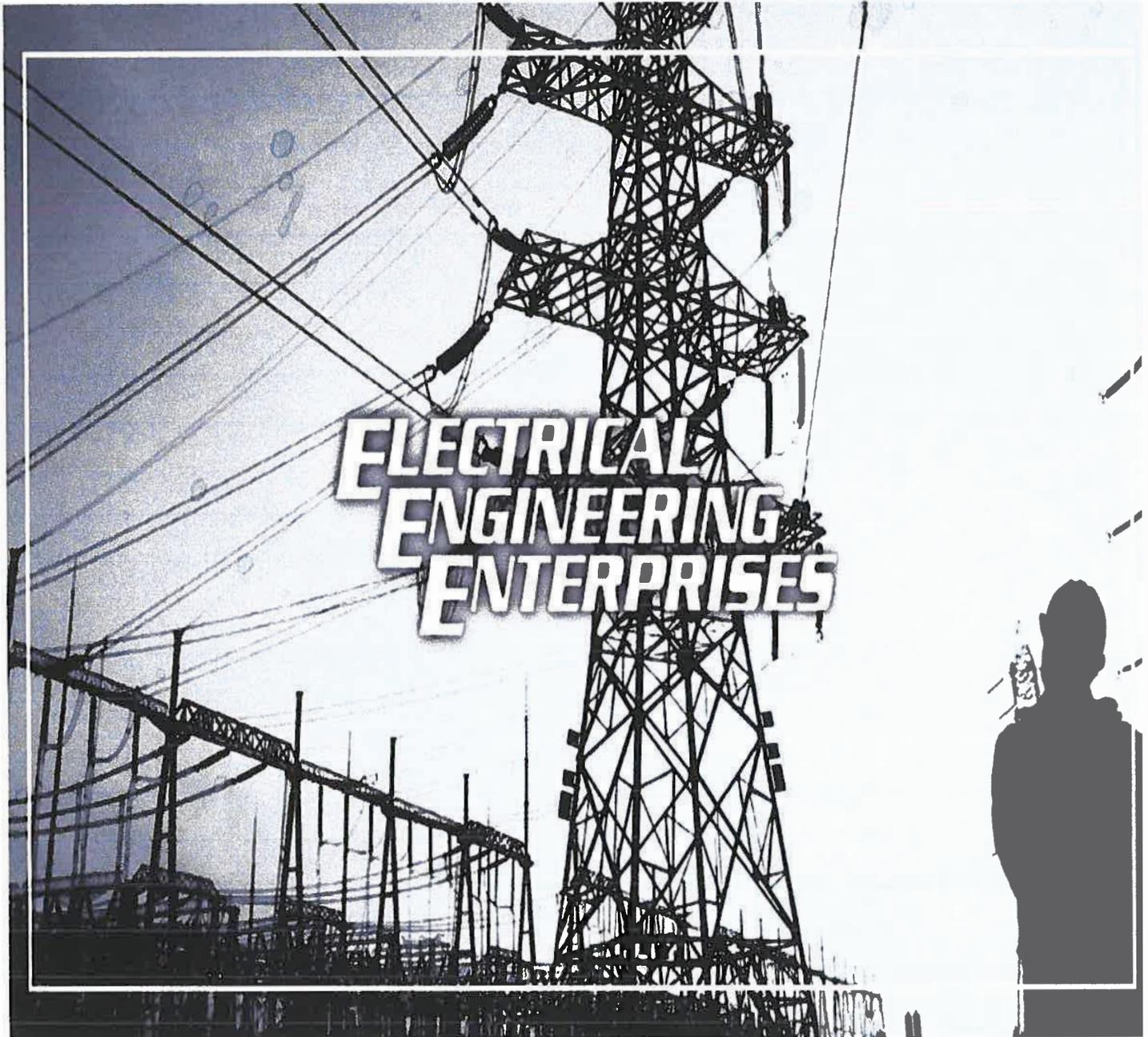
Yes	No	n/a	Checklist	Comments
			Management has been unsuccessful in contacting the Authorized Person to determine if he/she is available to remove the lock or tag?	
			An Executive has been notified and has approved the removal? If yes, provide name in comments.	
			The work area has been checked to ensure that all Cast Members have been safely positioned or removed from the area and a Level 3 Responsible Person has determined it is safe to reenergize affected equipment or machinery?	
			The Level 3 Responsible Person or a Level 2 Authorized designee, has notified any affected Cast Members that the equipment or machine is being re-energized?	
			The Level 3 Responsible Person has removed the lock or tag?	
			Lockout tagout devices have been removed and the machine or equipment has been reenergized?	
			All affected Cast Members have been notified that the servicing or maintenance is completed and the equipment is ready for use? If yes, how?	
			Management has notified the Level 2 Authorized Cast Member whose lock or tag was removed prior to the start of his/her next work shift that the lock or tag was removed and the equipment or machine has been reenergized?	

SUPERVISOR AUTHORIZING REMOVAL:

PRINT NAME: _____ SIGNATURE: _____

PERSON PERFORMING LOCK REMOVAL:

PRINT NAME: _____ SIGNATURE: _____



ITB. #C006965

MOTOR CONTROL CENTER A AND B STUDIOS NORTH CENTRAL ENERGY



Electrical Engineering Enterprises (EEE) is pleased to submit our response to the Central Florida Tourism Oversight District (CTOD) Motor Control Center A and B at Studios North Central Energy.

Established in 1999, EEE has extensive experience in field services including electrical, and substation construction, transformer maintenance, line work and support services for all manner of systems, structures and components that support multiple industries. Electrical Engineering Enterprises is the right choice to partner on this project because:

- EEE has proven performance in all aspects of system wide reliability programs from planning and scoping, to partnering with engineering and design firms to provide our customers a total solution through construction, checkout, startup, commissioning services and closeout.
- EEE's focus is in being a high value vertically integrated field service corporation that has expertise in a variety of industries.

Electrical Engineering Enterprises appreciates this opportunity to partner with CTOD on these projects. As you review our responses detailed within this document, I would like to personally answer any questions you may have regarding the experience we can bring to the table. I can be reached at (407) 301-4318, or via e-mail at Cowgill@electeng.com

Thank you for your consideration.

Sincerely,

Joe Cowgill
Sales Manager
Electrical Engineering Enterprises
5316 E Henry Ave.
Tampa, FL 33610
Cowgill@electeng.com
(813) 740-9601 - office
(407) 301-4318 - mobile

CC. Christopher A. Steele, P.E.
President
Electrical Engineering Enterprises
5316 E Henry Ave.
Tampa, FL 33610
Steele@electeng.com
(813) 740-9601 - office
(813) 777-7866 - mobile





Transmission and Underground Experience

Electrical Engineering Enterprise's Transmission Line team has expertise with the industry standard in building power lines and underground services. We can build transmission circuits for voltages 69kv and above. Our team is familiar with the RUS standards, and the NESC Code. The industry experiences that Electrical Engineering Enterprises can bring to CTOD makes us uniquely qualified for successful completion of transmission line underground projects. Electrical Engineering Enterprises provides these types of Services for the mining and aggregate industries. Storm work for the Electric Cooperative. We work with partners to help our customers find solutions. EEE focuses on overhead powerline construction for our mining and aggregate customers. We have several contracts SECO, Nutrien, Mosaic, Ash Grove.

Distribution Experience

Electrical Engineering Enterprises Distribution team has expertise with 4kV-23kV overhead transformer Distribution analysis, structure replacement, reconductor, wood and, streetlights, inaccessible pole and line design, new overhead line design, overhead removals, highway crossings, transmission underbuilt distribution lines, make ready design, smart grid installations (automatic feeder switch, capacitor bank, etc.), permitting package preparation including environmental permits/considerations, bid preparation and construction administration.

EEE partners with directional boring/horizontal directional drilling, trenching, conceptual designs, new feeders from the substation, feeder ties, installations and replacements of: pad-mounted remote supervisory/automatic feeder switch cabinets, pad-mounted disconnect switch cabinets, pad-mounted autotransformers, and pad-mounted transformers, duct bank, cable pulling analysis, overhead to underground conversions for feeders and laterals, residential underground design, commercial services, waterbody underground crossings, major highway crossings, relocation work, customer outreach, easement acquisition, secondary services to meters, riser transfers (feeder, primary, secondary), permitting package preparation including environmental permits/considerations, bid preparation and construction administration.

Substation - Protection & Control Experience

EEE has experience in upgrading stations along with increasing the capacity of existing stations, adding additional voltage levels. EEE has installed new protection and control systems for existing stations, new and upgrading existing SCADA systems performed relay settings, reviewed client protection logic, etc. In conjunction with substation additions and designs. Electrical Engineering Enterprises has expertise with relay protection and control design. EEE provides these types of services for Beaches Energy, TECO Polk, KUA, Burns & McDonnell and FMPA.

Project Understanding, Approach, and Management Plan

Electrical Engineering Enterprise's approach incorporates years of combined experiences and lessons learned throughout previous projects. Our tailored process provides basic results-driven steps for success by maximizing both time management and project efficiency. To ensure the success of the project, EEE maintains efficient and clear communication with stakeholders throughout the duration of the project to ensure accomplishment of all project goals. EEE intends to complete the outlined scope of services through Our team's starts with the initial field walkdown, overseeing/inspecting subcontractor work, interacting with customers and ensuring projects are built to client standards. This level of complete EEE and CTOD involvement establishes a level of ownership and partnership.

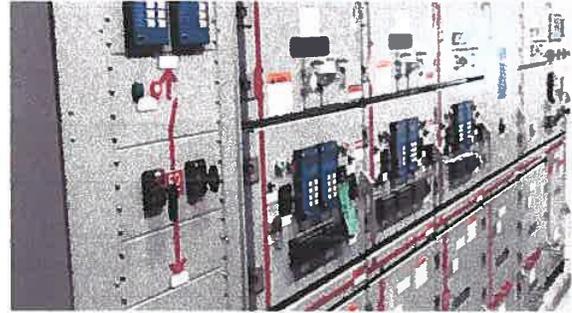




Staffing Plan

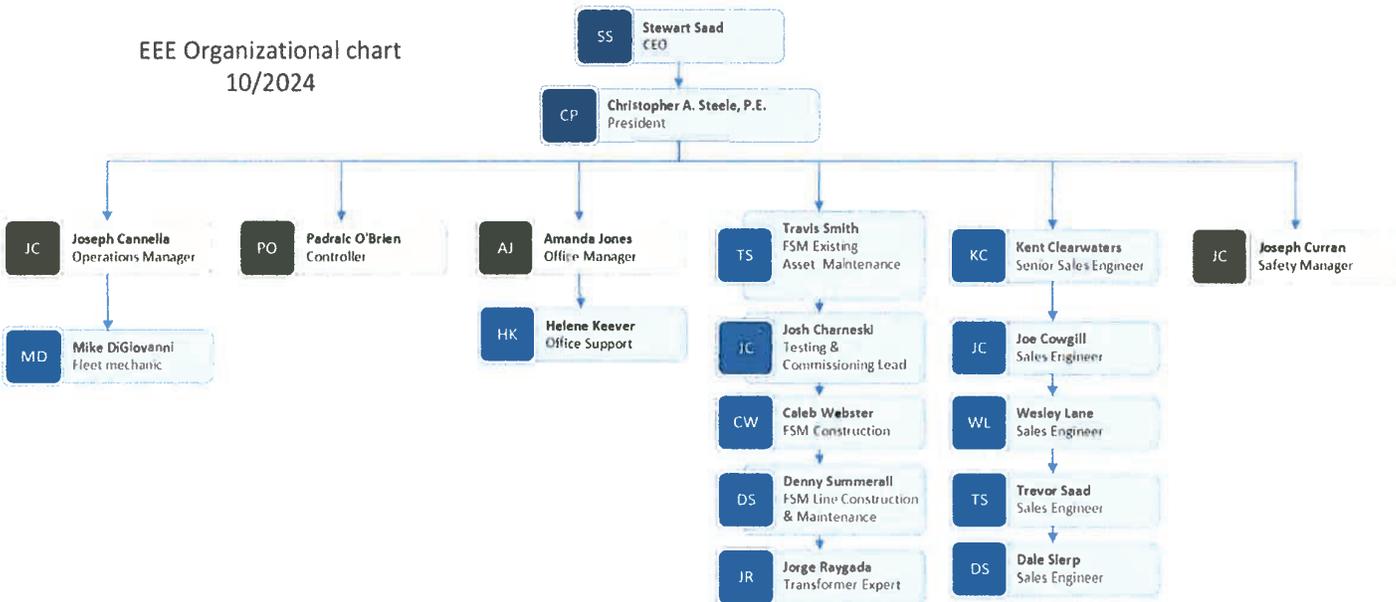
EEE has two Florida office locations that will support work for CTOD. The bulk of our Substation and Transmission teams work in our Homeland Bartow office.

The project managers assigned to Substation, Transmission or Distribution work will be located in the Tampa office. The project manager assigned to Generation work will be located in Tampa.



We currently have over 150 employees in Florida and Texas, most of which are assigned to our Tampa offices.

Organizational Chart





Quality Control and Assurance

Commitment to Quality

We have robust processes and procedures in place to ensure our clients consistently receive the highest quality deliverables. Our Quality Management Manual and QA/QC processes are available for review upon request. The basic process is that there is a preparer, a reviewer and an approver for every drawing and design that is delivered to a client from Electrical Engineering Enterprises. Our team is involved with every aspect of a project, starting with the initial field walkdown, design development through providing drawings, and then construction support. Electrical Engineering Enterprises monitors client comments and Corrective Action Reports (CAR). EEE develops metrics to directly measure the quality of our products, and these results are provided in monthly and quarterly summary reports. Thus, EEE has vehicles to assess and enhance the quality of each delivery, and to develop, monitor, and report work quality trends.

Overview of what EEE can do

Medium Voltage Distribution: EEE works with 480V up to 69KV with a 6-man line crew for the overhead and underground.

Directional Drilling and Underground: EEE can do underground directional boring for small distances. We have a team of the 6-man line crew and a team of electricians to run the conduit and piping.

Transformer: EEE can recondition pad mount transformer both single and three phases. We can convert a live front to a dead front Termination and transformer regaskets. We also have (2) oil processors to process transformer oil that may be high gas or have high levels of moisture.

Fiber: We can repair overhead fiber lines and general fiber; we would terminate and test.

Temporary Power: If temporary power is needed for construction to keep the attraction operating

Circuit Breakers: EEE can repair medium and low voltage breakers. Panelboard breakers can be replaced as needed or upgraded

Outlet and Switches: EEE can do general repair changing out switches and outlets. EEE can do ground checks to check for proper grounding.

Electrical Engineering Enterprises prepares, reviews, revise, approve approach to product development. Our staff will prepare their work product ensuring key points are covered based on program-specific checklists. Once the initial meeting is prepared, senior staff members will review the product using the same checklists and their own experience and knowledge. The reviewer's comments will be addressed, and appropriate changes will be made to the product, these changes will be back checked against the initial comments and the product will be approved for release. The checklists used for preparation and review are updated based on lessons learned so that the products are prepared to the current client expectations.





BUSINESS UNITS

FIELD SERVICE

- General electrical services
- Complete turn-key electrical construction services
- Project management and oversight
- Custom fabrication of electrical assemblies

TESTING SERVICES

- Transformer testing, maintenance and diagnostics
- Circuit Breaker testing, maintenance, and diagnostics.
- Electromechanical and Digital Relay testing, maintenance and diagnostics
- Digital Relay Programming and Retrofits.
- Variable Frequency Drives (VFDs) testing and maintenance
- Infrared Thermographic Testing

POWERLINE DISTRIBUTION

- Overhead powerline installation and service
- Underground powerline installation and service
- Installation and maintenance of distribution pole-mount switches and transformers
- Fiberoptic cable installations, both overhead and underground

EXISTING ASSET MAINTENANCE

- Transformer Oil testing and processing services
- Transformer repair, maintenance, regasketing, bushing replacements and refurbishment.
- Installation and maintenance of distribution pole-mount switches and transformers
- Fiberoptic cable installations, both overhead and underground
- Circuit Breaker and Digital Relay reconditioning and repair

Our processes are developed and enforced to ensure that we *exceed expectations* and *enhance customer satisfaction*.



Subject: EHS Program – EHS Policy		Page 1 of 6
Effective: 11/10/2023	Document Owner: Safety Manager	Approved By: Safety Manager

Once printed this is not a controlled document. All controlled documents exist in electronic form on the web site.

Purpose

We at Electrical Engineering Enterprises (EEE) are committed to the safety and health of our workers. We know that our strength as an organization is only as good as the safety and health of everyone. Our organization will strive to involve workers at every level in establishing, implementing, and evaluating our Safety and Health Program. This written Safety and Health Program is intended to identify, assess, and control worksite hazards to reduce the number and severity of job-related injuries and illnesses at Electrical Engineering Enterprises. Our program will also help to achieve compliance with laws and regulations, i.e., OSHA 29 CFR1910 and/or 29CFR 1926 as well as MSHA.

Scope

This Safety and Health Program covers all EEE team members and job sites. If, after reading this program, you find that improvements can be made, please let it be known. We encourage all suggestions because we are committed to creating a safe and healthful place to work for all workers at Electrical Engineering Enterprises. A clear and effective program is a critical component of our overall safety and health efforts. See the policy and program list below:

- EEE – Bloodborne Pathogens Policy
- EEE – Comprehensive Safety Program
- EEE – Confined Space Program Policy
- EEE – Control of Hazardous Energy (LOTO) Policy
- EEE – Crane and Hoist Policy
- EEE – Drivers Safety Policy
- EEE – Drug Free Workplace Policy
- EEE – Electrical Safety Policy
- EEE – Elevated Temperatures and Fatigue Policy
- EEE – Ergonomics Policy
- EEE – Fall Protection Policy
- EEE – Fire Prevention Policy
- EEE – Hazard Communication Policy
- EEE – Hearing Conservation Policy
- EEE – Housekeeping Policy
- EEE – Immediate Reporting and Investigation Policy
- EEE – JHA Expectations
- EEE – Ladder Safety Policy
- EEE – Live Line Tool Policy
- EEE – NFPA-70E ARC Flash Policy



Subject: EHS Program – EHS Policy		Page 2 of 6
Effective: 11/10/2023	Document Owner: Safety Manager	Approved By: Safety Manager

Once printed this is not a controlled document. All controlled documents exist in electronic form on the web site.

- EEE – Pandemic Preparedness Policy
- EEE – Powered Industrial Truck Policy
- EEE – PPE Policy
- EEE – Respiratory Protection Policy
- EEE – Tool Safety and Inspection Policy

EEE is committed to operating in a way that safeguards our people and protects the environment. EEE realizes that environmental impact, climate change, and the health and safety of our employees and communities are among our most important sustainability focus areas. Our ongoing commitment to safety and sustainability is embedded in our business practices and reflects our belief that our long-term success will be measured not only by financial performance, but also by a continued focus on good corporate citizenship for our customers, employees, suppliers, shareholders, and the communities where we all live and work.

Program Goals and Objectives

By establishing specific goals and objectives, management sets expectations for managers, supervisors, and workers, and for the program overall. We continually set targets, and measure, manage and communicate our performance accordingly as we strive to achieve our health and safety objective of Zero Injury and Incident across the organization. We will achieve this through our commitment to the program by employing action plans directed to strengthen and resolve issues in the form of corrective and preventative actions.

Participation

To be effective, our Safety and Health Program needs the meaningful participation of workers and their representatives. Workers have much to gain from a successful program, and the most to lose if the program fails. They also often know a lot about potential hazards associated with their jobs. For the success of our program, Electrical Engineering Enterprises taps into this knowledge base.

Worker participation means that workers are involved in establishing, operating, evaluating, and improving this Safety and Health Program. All workers at our worksite should participate, including those employed by contractors and staffing agencies.

- Our Employees:
 - Work to prevent accidents and injuries by ensuring safe work conditions and behaviors.



Subject: EHS Program – EHS Policy		Page 3 of 6
Effective: 11/10/2023	Document Owner: Safety Manager	Approved By: Safety Manager

Once printed this is not a controlled document. All controlled documents exist in electronic form on the web site.

- Conduct observation and address unsafe work practices of other team members by providing feedback..
- Minimize our environmental footprint in our own operations and during our product distribution and logistics by implementing sound pollution prevention programs targeted at waste, energy, and water conservation; reducing the use of nonrenewable natural resources; increasing the reuse and recycling of materials; and reducing greenhouse gas emissions and other environmentally harmful emissions.
- Establish and implement enterprise-wide engineering, maintenance and EHS standards that are robust, scientifically sound, and protective of the environment, and human health.
- Establish EHS incident, crisis and hazard management and response plans. In the event of an EHS incident, EEE will take corrective actions to prevent recurrence at the specific location and across the enterprise.
- Provide training to employees to support compliance with this policy and our EHS standards, programs, and management practices.
- Our Customers:
 - Collaborate with our customers to develop and provide products and services that help meet or exceed their EHS objectives.
 - Strive to continually improve the environmental performance of our products.
- Our Supply Chain Vendors and Business Partners:
 - Expect our vendors, business partners, contractors, service providers and distributors to uphold their commitment to comply with our EHS policies.
 - Collaborate with our suppliers to improve their EHS programs and performance and achieve mutual value from sound EHS practices.
 - Our business will consider the purchasing of products with minimal environmental impact when available and not fiscally detrimental to the organization.
- Our Shareholders:
 - Drive continuous improvement in our EHS performance by establishing targets, measuring our performance against those targets, and publicly communicating our performance accordingly.
- Our Business:
 - Incorporate EHS and sustainability considerations into our decision-making processes, including due diligence. We will use all safety data to analyze performance and make correction to EHS policies and practices as needed.



Subject: EHS Program – EHS Policy		Page 4 of 6
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- Implement and validate our EHS management systems to ensure they are in alignment with international standards. We will share EHS best practices and valuable lessons learned across the enterprise.
- Our business, in accordance with our Driver’s Safety Policy, will promote the efficient use of vehicles and equipment to minimize the impact on the environment and lessen our footprint.
- We will institute policies to address energy conservation and promote good environmental stewardship.
- Our Communities:
 - Communicate our EHS policy to all our employees, business associates, and customers and ensure it is available to other stakeholders and the public.
 - Our business will take every precaution not to have an environmental impact on the local habitats surrounding our work areas when our work may affect them.
 - We will put in place measures to address water conservation in applicable situations including but not limited to everyday work and in the office environment where appropriate.
- Regulatory Authorities:
 - Comply with or exceed requirements of global, national, state, and local statutes, regulations, and standards which protect the environment, human health, and safety. In all cases, whether applicable laws and regulations exist, we will apply sound EHS management practices.
 - Conduct regular internal and third-party audits to verify compliance with EHS regulatory requirements and company standards.
 - Monitor emerging issues and keep abreast of regulatory changes and technological innovations.
- Roles and Responsibilities:
 - Executive and senior level managers are responsible and held accountable for implementing this policy, allocating adequate resources and program implementation.
 - Site level managers and supervisors are responsible for EHS performance in their areas of responsibility and are expected to demonstrate behavior that is consistent with a culture of world-class EHS performance.
 - Management roles and responsibilities for EHS are clearly defined, as necessary, within company policies, job descriptions and profiles. These roles and responsibilities will be adequately assessed, controlled, and monitored and our people will be clearly involved in matters that affect any of the EHS aspects.



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- Our employees are responsible for integrating sound EHS practices into their everyday activities.

Hazard Identification and Assessment

One of the “root causes” of any workplace injury, illness, or incident is the failure to identify or recognize hazards that are present, or that could have been anticipated. Unanticipated hazards can arise due to changes in timelines, sequence of events, or the fast pace of some projects. Therefore, a critical element of any effective Safety and Health Program is a proactive, ongoing process to identify and assess such hazards. Electrical Engineering Enterprises embraces this philosophy through the following process coupled with our required daily JHA:

1. Collecting existing information about workplace/jobsite hazards
2. Inspecting the workplace/jobsite for suspected and unknown hazards
3. Proactive identification of safety and health hazards
4. Mitigation of all known workplace/jobsite hazards
5. Effective communication of all known

Education and Training

Education and training are important tools for informing workers and managers about worksite observations, hazards and controls so they can work more safely and be more productive at Electrical Engineering Enterprises. Another role of education and training, however, is to provide workers and managers with a greater understanding of the safety and health program itself, so that they can contribute to its development and implementation.

EEE Safety Manager will identify trainees in each set of new workers, managers, supervisors, or employers and plan to schedule initial training.

All training and information are provided in a language and literacy level all trainees will understand. Training sessions include an opportunity for trainees to ask questions and receive answers. We also welcome any feedback from trainees during and after training. This allows trainees to fully understand the material presented to them. Training includes classroom setting, third-party and computer-based training modules via ISNetwork.

Program Evaluation and Improvement

It is inherent that problems may occasionally arise in this written Safety and Health Program. Evaluating the program initially, and periodically thereafter, identifies shortcomings and opportunities for improvement at Electrical Engineering Enterprises.



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If our analysis for our EHS Program and team member safety behavior indicates subpar performance, EEE will institute the following actions:

1. Assess unsafe behaviors from the data collected and reviewed.
2. Develop a specific action plan for unsafe work methods based off the data collected.
3. Designate responsible Field Service Manager and coordinate the needed corrective action along with an expected timeframe for improvement.
4. The Safety Manager will be responsible for tracking the plan and it's progress.
5. The Safety Manager will also be responsible for ensuring overall management support of the BBS program as well as action plan implementation.

Through this commitment to ensure the safety, health and environmental sustainability, and overall well-being of our employees and business partners, EEE reaffirms its corporate sustainability commitments toward business excellence and being a truly responsible corporate citizen.



Subject: Drug Free Workplace – Health & Safety Policy		Page 1 of 4
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I. Purpose

The Drug Free Workplace Policy is designed to facilitate a drug free workplace and to promote the safety, health, and productivity of team members by taking the viewpoint that alcohol and drug abuse is a behavioral and medical problem that can be treated. The approach is to promote the use of rehabilitative efforts which are designed to change behaviors that contribute to substance abuse.

II. Scope

This policy applies to all team members of EEE. State and/or Federal law supersedes this policy. Drug tests will be performed to meet State and Federal laws along with FDOT regulations.

III. Definitions

Confirmation test, confirmed test, or confirmed drug test - a analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of a screening procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

Drug - alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.

Drug Screening - a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent.

Medical review officer or MRO - a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee’s positive test result in relation to the employee’s medical history or any other relevant biomedical information.

Prescription or Nonprescription Medication - a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

IV. General

Violations of the Drug & Alcohol-Free Workplace Policy could jeopardize EEE as well as create situations that are unsafe, could interfere with the operation or negatively affect the job performance of team members. To protect our team members, equipment, the environment, quality of our products, and the financial performance of EEE, a drug and alcohol-free workplace must exist.

This policy strictly prohibits: (1) the use, manufacture, distribution, dispensation, consumption or possession of alcohol, illegal drugs, drug paraphernalia, controlled substances or legal drugs to the extent they are being misused while on the job, on company property, or in company vehicles, (2)



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reporting to work, performing work or being on company property while impaired or under the influence of alcohol, illegal drugs, controlled substances, or legal drugs to the extent they are being misused, and/or (3) having drugs, alcohol or a controlled substance in their system above the detectable levels shown below.

A violation of this policy is grounds for disciplinary action up to and including discharge. Any illegal drugs and/or unauthorized controlled substances found on company property will be turned over to appropriate law enforcement authorities.

Off the job possession, sale, illegal use of drugs or engaging in drug activity which leads to arrest impairs a team member's ability to meet their work responsibilities, negativity affects their health and job performance, as well as jeopardizes the safety of co-workers. Such arrest will be dealt with on a case by case basis. In deciding what disciplinary action to take, up to and including discharge, EEE will take into consideration such matters as the nature of the charges, the team member's record with EEE and whether the team member has had a previous violation of this policy.

Fit-for-Duty - Team members are required to be fit-for-duty at the time they report for work, when performing work and while on company property. For the purpose of this policy, fit-for-duty means a team member is not impaired or under the influence of alcohol, illegal drugs or controlled substances, or has drugs, alcohol or a controlled substance in their system.

Under the Influence - Under the influence is the presence of alcohol, illegal drugs or controlled substances, at or above the stated levels in this policy.

V. Testing

As a condition of employment, team members are required to comply with this policy, which includes types of mandatory testing and random testing. Drug testing will be conducted by in house screening or a third party such as a doctor's office or a local laboratory where they will perform a confirmation test.

Refusal to test - A refusal to test occurs anytime an team member (donor) fails to: appear for a test (including failure to report within a reasonable period of time); remain in the collection site/area until sample collection is complete; provide a specimen; provide sufficient specimen volume in the absence of a medical explanation; submit to re-collection of a specimen when requested to do so; cooperate with the Medical Review Officer (MRO); cooperate with any part of the testing process, including refusal to sign any required testing forms; or submits a specimen that the MRO verifies as tampered with, adulterated or substituted. Refusal to test is considered just cause for discipline up to and including discharge.

Drug and/or Alcohol Testing - Drug and/or alcohol testing will be required in any of the following circumstances:

- Pre-employment - As a condition of employment, individuals who have received conditional offers of employment will be subject to drug testing. A refusal to test or a confirmed positive test will be grounds to disqualify the individual from further consideration for employment. Marijuana will be part of pre-employment drug testing.
- For reasonable cause - Any team member is subject to for-cause drug and/or alcohol testing if there is reasonable cause or suspicion, as determined by management based on direct



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observations and/or information, that a team member may be impaired, under the influence or is in possession of alcohol, illegal drugs, or controlled substances in violation of this policy. Reasonable cause or suspicion that a team member may be impaired, under the influence of or in possession of alcohol, illegal drugs or controlled substances is also grounds for a search consistent with this policy.

Changes in a team member's performance, appearance, behavior, speech, etc., which provide reasonable suspicion of the presence of drugs, alcohol or a controlled substance is grounds for requiring drug and/or alcohol testing. Reasonable suspicion can include, but is not limited to, declining performance, stumbling, slurred or incoherent speech; apparent confusion in orientation; emotional outbursts; inability to perform normal job tasks; or the unsafe handling of equipment or tools.

When there is reasonable suspicion, the team member is not to return to work until fitness for duty is established. This time will be treated as a suspension pending the outcome of the test. The team member shall be paid for any time lost (regularly scheduled hours) if the test is negative.

- Post-Incident testing - An team member may be tested for the presence of alcohol, illegal drugs or controlled substances anytime they are directly involved in or contributed to an on-the-job incident which resulted in damage to company property; an injury; an injury that requires treatment by a physician or healthcare provider; or a near-miss incident that did not but could have resulted in an injury, damage to company property or to the environment-when reasonable cause or suspicion exists.

If a team member is injured, unconscious or otherwise unable to consent to a test, the medical condition will be treated first. If the team member is treated at a hospital, the hospital will be notified of a need for a specimen, and they will be provided instructions regarding EEE's test procedures. The test will not be administered until the team member is able to sign a consent form and is able to provide a specimen.

- Random Drug Testing - A maximum of 5% of team members at the applicable site will be randomly tested per quarter.

If a team member believes the tests results are in error, they can (at the team member's expense) request a retest of the same specimen. If the retest produces a negative result, the team member will be reimbursed for the cost of the test.

A team member who tests positive for alcohol, drugs or controlled substances will be encouraged to attend counseling and completion of a treatment action plan to maintain employment. Refusal to participate in a program may result in immediate discharge as substance abuse dramatically affects team members health, safety, and productivity. Therefore, EEE strongly encourages anyone who is experiencing a substance abuse issue to voluntarily seek rehabilitative help before their issue leads to a violation of this policy.



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Applicants and team members must report the use of medically authorized drugs or other substances which could impair job performance or would otherwise violate this policy if consumed, to the President and Safety Manager. A written notice from the prescribing physician indicating any requirements for use during working hours and all possible side effects must also be provided. The President and Safety Manager will determine whether accommodations can be offered to the applicant or team member based on individual circumstances and business needs. EEE may be unable to reasonably accommodate individuals working in safety sensitive positions. Any failure to report use of such drugs or other substances, or failure to provide proper evidence of medical authorization, may result in disciplinary action, up to and including termination of employment or withdraw of an offer of employment.



Subject: Discipline & Misconduct Standards – Human Resources Policy		Page 1 of 7
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I. Purpose

The purpose of EEE’s disciplinary and misconduct standards are not to punish, but to discourage repetition of misbehavior by the offender or by another following their example.

Actions in violation of Company policies or rules, interfering with orderly and proper operation or work subject an employee to disciplinary action; this may mean discharge if the offense is deemed to warrant such action.

II. Responsibility and Applicability

It is the responsibility of all EEE team members to not only follow all policies, rules, and procedures but also to display ethical behavior as well fair treatment of all customers, vendors and EEE personnel.

It is the responsibility of supervision to enforce the disciplinary and misconduct program.

III. Definitions

Below is a list of definitions as they pertain to the Discipline and Misconducts Standards Policy.

Coaching: A process that can help employees improve their behavior or performance in the workplace. It can also help employees develop positive habits and long-term success. Coaching is different from other disciplinary actions, such as reprimands, because it focuses on helping employees grow and improve, rather than just addressing an issue in the short term.

Discharge: Termination from employment.

Reprimand: A formal warning given to a team member for a violation of conduct, ethics, policy, procedure, or professionalism.

Suspension: The removal of a team member from work for disciplinary reasons.

Week: EEE standard working week is Monday through Sunday.

Working Suspension: See the Working Suspension section of the policy.



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IV. Violations and Misconduct

The following violations of Company standards of conduct, not excluding others, shall receive disciplinary action as indicated, unless unusual, intentional, mitigating, and/or compelling factors are considered applicable. All violations and misconduct will remain in the team member’s file for the duration of employment.

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name: Kurt Sisco
Date: 12/22/2025

Negotiation No: OR851112X5K1
Alternate No: 0003

NOTES:

- Variable Frequency Drives, Marshalling Cabinet, and RTAC are NOT included.
 - o RTAC is provided by Schweitzer.
- Coordination Study is **INCLUDED**.
- EATON Services will provide start up and programming of Schweitzer Relays in Switchboards, Motor Starters, and Soft Starters.
 - o **THIS DOES NOT INCLUDE** providing control scheme of equipment.
 - o **THIS DOES NOT INCLUDE** system integration into building BMS/EMS. Called out as "Building Master Control Systems".
- Specs dated 08/29/2025. Quoted per 100% BID SET Plans dated 08/29/2025.
- **SWITCHBOARD NOTES:**
 - o Arc-Flash Sensing Fiber Optic Cables for SWBD-A and SWBD-B have been quoted with the intent to terminate on the SEL-751s in the Mains. Quote subject to change depending on the number of arc-flash sensing points required.
- **PANELBOARD NOTES:**
 - o Panelboards are **FULLY RATED**.
 - o Panelboards have **CU BUS**.
 - o Add to Existing Panelboard breakers are **INCLUDED**. Must be verified that it is EATON gear existing.
- **SOFTSTARTER and COMBOSTARTER NOTES:**
 - o Wiring Diagram on E5.01 used for PCW Soft Starters.
 - o Wiring Diagram on E5.02 used for PCH Combination Starters.
- **MINIPOWER ZONE NOTES:**
 - o EATONs offering for secondary side rating of minipower zone is 80A.

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 1600 Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 30 In
		Catalog No	XSUAGENNNH00SNNLN0B1B3DX
		Designation	SWBD-B
Structure	1	1600 Amp CU Bussed Incoming Pull Section	Structure 1 has a Total Wire Count of 18

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name: Kurt Sisco
Date: 12/22/2025

Negotiation No: OR851112X5K1
Alternate No: 0003

- Structure 2 1600 Amp CU Distribution Structure (Calculated @ 1600A Chassis Rating)
Structure 2 has a Total Wire Count of 1704
Compartment 1 - Breaker 60A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 2 - Breaker 3P PD2-P
Compartment 3 - Breaker 90A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 4 - Breaker 80A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 5 - Breaker 200A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #4-4/0
Thermal Mag Trip - Standard
Compartment 6 - Breaker 80A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 7 - Breaker 15A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 8 - Breaker 90A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 9 - Breaker 15A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 10 - Breaker 15A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 11 - Breaker 70A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 12 - Breaker 70A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 13 - Breaker 350A, 3P PDG33M Breaker [400A Frame]
Mechanical (1) 2/0-500 kcmil
PXR10 LSI Trip Unit
Trip Unit Amps 400A, Sensor 400A
Compartment 14 - Breaker 70A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 15 - Breaker 70A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #14-1/0
Thermal Mag Trip - Standard
Compartment 16 - Breaker 200A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #4-4/0
Thermal Mag Trip - Standard
Compartment 17 - Breaker 200A, 3P PDG23M Breaker [225A Frame]
Mechanical (1) #4-4/0
Thermal Mag Trip - Standard

- Structure 3 1600 Amp CU Bussed Incoming Pull Section
Structure 3 has a Total Wire Count of 4

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name: Kurt Sisco
Date: 12/22/2025

Negotiation No: OR851112X5K1
Alternate No: 0003

- | Qty | List of Materials |
|-----|--------------------------------------------------------------------------------------------|
| 3 | Type 3R (nonwalk-in) Flat Roof |
| 3 | Heater Package - (CPT, heater, thermostat, fused disconnect) |
| 2 | 1600 Amp CU Bussed Incoming Pull Section |
| 1 | Structure 1 has a Total Wire Count of 18 |
| 3 | Copper Ground Bus |
| 1 | 1600 Amp CU Distribution Structure (Calculated @ 1600A Chassis Rating) |
| 3 | Mechanical (1) #4-4/0 |
| 12 | Mechanical (1) #14-1/0 |
| 1 | Mechanical (1) 2/0-500 kcmil |
| 1 | Structure 2 has a Total Wire Count of 1704 |
| 1 | Structure 3 has a Total Wire Count of 4 |
| 1 | Arc-Flash Sensing Optic Cables |
| 3 | 200A, 3P PDG23M Breaker [225A Frame], Trip 200 A, Thermal Mag, (1) #4-4/0, Mechanical |
| 4 | 70A, 3P PDG23M Breaker [225A Frame], Trip 70 A, Thermal Mag, (1) #14-1/0, Mechanical |
| 1 | 350A, 3P PDG33M Breaker [400A Frame], Trip 350 A, PXR10 LSI, (1) 2/0-500 kcmil, Mechanical |
| 2 | 90A, 3P PDG23M Breaker [225A Frame], Trip 90 A, Thermal Mag, (1) #14-1/0, Mechanical |
| 3 | 15A, 3P PDG23M Breaker [225A Frame], Trip 15 A, Thermal Mag, (1) #14-1/0, Mechanical |
| 2 | 80A, 3P PDG23M Breaker [225A Frame], Trip 80 A, Thermal Mag, (1) #14-1/0, Mechanical |
| 1 | 60A, 3P PDG23M Breaker [225A Frame], Trip 60 A, Thermal Mag, (1) #14-1/0, Mechanical |
| 1 | 3P PD2-P |

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 1600 Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 30 In
		Catalog No	XSUAGENNNH00SNLNL0B1B3DX
		Designation	SWBD-A
Structure	1	1600 Amp CU Bussed Incoming Pull Section	Structure 1 has a Total Wire Count of 18

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name: Kurt Sisco
Date: 12/22/2025

Negotiation No: OR851112X5K1
Alternate No: 0003

- Structure 2 1600 Amp CU Distribution Structure (Calculated @ 1600A Chassis Rating)**
 Structure 2 has a Total Wire Count of 1604
Compartment 1 - Breaker 60A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 2 - Breaker 70A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 3 - Breaker 90A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 4 - Breaker 60A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 5 - Breaker 225A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #4-4/0
 Thermal Mag Trip - Standard
Compartment 6 - Breaker 90A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 7 - Breaker 15A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 8 - Breaker 15A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 9 - Breaker 15A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 10 - Breaker 15A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 11 - Breaker 350A, 3P PDG33M Breaker [400A Frame]
 Mechanical (1) 2/0-500 kcmil
 PXR10 LSI Trip Unit
 Trip Unit Amps 400A, Sensor 400A
Compartment 12 - Breaker 350A, 3P PDG33M Breaker [400A Frame]
 Mechanical (1) 2/0-500 kcmil
 PXR10 LSI Trip Unit
 Trip Unit Amps 400A, Sensor 400A
Compartment 13 - Breaker 70A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 14 - Breaker 70A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #14-1/0
 Thermal Mag Trip - Standard
Compartment 15 - Breaker 200A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #4-4/0
 Thermal Mag Trip - Standard
Compartment 16 - Breaker 200A, 3P PDG23M Breaker [225A Frame]
 Mechanical (1) #4-4/0
 Thermal Mag Trip - Standard
- Structure 3 1600 Amp CU Bussed Incoming Pull Section**
 Structure 3 has a Total Wire Count of 4

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name: Kurt Sisco
Date: 12/22/2025

Negotiation No: OR851112X5K1
Alternate No: 0003

- Qty List of Materials**
- 3 Type 3R (nonwalk-in) Flat Roof
 - 3 Heater Package - (CPT, heater, thermostat, fused disconnect)
 - 2 1600 Amp CU Bussed Incoming Pull Section
 - 1 Structure 1 has a Total Wire Count of 18
 - 3 Copper Ground Bus
 - 1 1600 Amp CU Distribution Structure (Calculated @ 1600A Chassis Rating)
 - 3 Mechanical (1) #4-4/0
 - 11 Mechanical (1) #14-1/0
 - 2 Mechanical (1) 2/0-500 kcmil
 - 1 Structure 2 has a Total Wire Count of 1604
 - 1 Structure 3 has a Total Wire Count of 4
 - 1 Arc-Flash Sensing Optic Cables
 - 2 200A, 3P PDG23M Breaker [225A Frame], Trip 200 A, Thermal Mag, (1) #4-4/0, Mechanical
 - 3 70A, 3P PDG23M Breaker [225A Frame], Trip 70 A, Thermal Mag, (1) #14-1/0, Mechanical
 - 2 350A, 3P PDG33M Breaker [400A Frame], Trip 350 A, PXR10 LSI, (1) 2/0-500 kcmil, Mechanical
 - 4 15A, 3P PDG23M Breaker [225A Frame], Trip 15 A, Thermal Mag, (1) #14-1/0, Mechanical
 - 1 225A, 3P PDG23M Breaker [225A Frame], Trip 225 A, Thermal Mag, (1) #4-4/0, Mechanical
 - 2 90A, 3P PDG23M Breaker [225A Frame], Trip 90 A, Thermal Mag, (1) #14-1/0, Mechanical
 - 2 60A, 3P PDG23M Breaker [225A Frame], Trip 60 A, Thermal Mag, (1) #14-1/0, Mechanical

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 1600 Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 48 In
		Catalog No	XSUAGENNNH10SNNSE1B0B1AX
		Designation	ISOLATION SWITCH
Structure	1	1600 Amp CU Main Structure	Structure 1 has a Total Wire Count of 221 Compartment 1 - Breaker 1600A 3P Power Defense SB Brkr SPS-616 [Drawout-Electric] Mechanical (5) 3/0-750 kcmil Main Breaker Service Entrance PXR20 LSIG w/ARMS and Modbus RTU ARMS (Local using breaker interface)
	Qty	List of Materials	
	1	Type 3R (nonwalk-in) Flat Roof	
	1	Service Entrance Label	
	1	Copper Ground Bus	
	1	1600 Amp CU Main Structure	
	1	Mechanical (5) 3/0-750 kcmil	
	1	Auxiliary Switch, 4 Form C	
	1	Shunt Trip (100-127Vac/Vdc)	
	1	Electrically Operated Breaker Control Assembly	
	1	Main Breaker Service Entrance	
	1	Structure 1 has a Total Wire Count of 221	

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name: Kurt Sisco
Date: 12/22/2025

Negotiation No: OR851112X5K1
Alternate No: 0003

- Qty List of Materials**
- 1 Schweitzer SEL-751
 - 1 Relay grade CTs for SEL-751
 - 1 ABB Test Switch 1 (TS1)
 - 1 ABB Test Switch 2 (TS2)
 - 1 Voltage Test Station Grace Engineered Products: P-S10S21-M2RX
 - 1 3 Position Selector Switch "Local Control Relay"
 - 1 All SEL relays to be wired to customer terminal blocks.
 - 1 Heater Package - (CPT, heater, thermostat, fused disconnect)
 - 1 Spring Charge Motor Disconnect Pilot Light
 - 1 Open and Close Indicator Lights
 - 1 2 Position "Trip Close" Selector Switch
 - 1 Arc-Flash Sensing Optic Cables
 - 1 60"D N3R Structure (Reference assembly dwg 431695G71)
 - 1 1600A 3P Power Defense SB Brkr SPS-616 [Drawout-Electric], Trip 1600 A, PXR20 LSIG w/ARMS and Modbus RTU, (5) 3/0-750 kcmil, Mechanical, Top

Item No.	Qty	Product	Description
	1	Switchboards	<p>Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 1600 Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 48 In</p> <p>Catalog No XSUAGENNNH10SNNSE1B0B1AX Designation TIE BREAKER T1</p>
Structure	1	1600 Amp CU Main Structure	<p>Structure 1 has a Total Wire Count of 221</p> <p>Compartment 1 - Breaker 1600A 3P Power Defense SB Brkr SPS-616 [Drawout-Electric]</p> <p>Mechanical (5) 3/0-750 kcmil Main Breaker Service Entrance PXR20 LSIG w/ARMS and Modbus RTU ARMS (Local using breaker interface)</p>
	Qty	List of Materials	
	1	Type 3R (nonwalk-in) Flat Roof	
	1	Service Entrance Label	
	1	Copper Ground Bus	
	1	1600 Amp CU Main Structure	
	1	Mechanical (5) 3/0-750 kcmil	
	1	Auxiliary Switch, 4 Form C	
	1	Shunt Trip (100-127Vac/Vdc)	
	1	Electrically Operated Breaker Control Assembly	
	1	Main Breaker Service Entrance	
	1	Structure 1 has a Total Wire Count of 221	
	1	Schweitzer SEL-751	
	1	Relay grade CTs for SEL-751	
	1	ABB Test Switch 1 (TS1)	
	1	ABB Test Switch 2 (TS2)	
	1	Voltage Test Station Grace Engineered Products: P-S10S21-M2RX	
	1	3 Position Selector Switch "Local Control Relay"	
	1	All SEL relays to be wired to customer terminal blocks.	
	1	Heater Package - (CPT, heater, thermostat, fused disconnect)	
	1	Spring Charge Motor Disconnect Pilot Light	
	1	Open and Close Indicator Lights	

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name:	Kurt Sisco	Negotiation No:	OR851112X5K1
Date:	12/22/2025	Alternate No:	0003

Qty List of Materials

- 1 2 Position "Trip Close" Selector Switch
- 1 Arc-Flash Sensing Optic Cables
- 2 60"D N3R Structure (Reference assembly dwg 431695G71)
- 1 1600A 3P Power Defense SB Brkr SPS-616 [Drawout-Electric], Trip 1600 A, PXR20 LSIG w/ARMS and Modbus RTU, (5) 3/0-750 kcmil, Mechanical, Top

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 1600 Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 48 In
		Catalog No	XSUAGENNNH10SNNSE1B0B1AX
		Designation	MAIN "B1"

Structure

- 1 **1600 Amp CU Main Structure**
Structure 1 has a Total Wire Count of 221
Compartment 1 - Breaker 1600A 3P Power Defense SB Brkr SPS-616 [Drawout-Electric]
Mechanical (5) 3/0-750 kcmil
Main Breaker Service Entrance
PXR20 LSIG w/ARMS and Modbus RTU
ARMS (Local using breaker interface)

Qty List of Materials

- 1 Type 3R (nonwalk-in) Flat Roof
- 1 Service Entrance Label
- 1 Copper Ground Bus
- 1 1600 Amp CU Main Structure
- 1 Mechanical (5) 3/0-750 kcmil
- 1 Auxiliary Switch, 4 Form C
- 1 Shunt Trip (100-127Vac/Vdc)
- 1 Electrically Operated Breaker Control Assembly
- 1 Main Breaker Service Entrance
- 1 Structure 1 has a Total Wire Count of 221
- 1 Schweitzer SEL-751
- 1 Schweitzer SEL-735
- 1 Relay grade CTs for SEL-751
- 1 Metering class CT's for SEL-735
- 1 ABB Test Switch 1 (TS1)
- 1 ABB Test Switch 2 (TS2)
- 1 Voltage Test Station Grace Engineered Products: P-S10S21-M2RX
- 1 3 Position Selector Switch "Local Control Relay"
- 1 Breaker Provision for Externally mounted SPD
- 1 All SEL relays to be wired to customer terminal blocks.
- 1 Heater Package - (CPT, heater, thermostat, fused disconnect)
- 1 Spring Charge Motor Disconnect Pilot Light
- 1 Open and Close Indicator Lights
- 1 2 Position "Trip Close" Selector Switch
- 1 Arc Flash Sensing Optic Cables
- 1 60"D N3R Structure (Reference assembly dwg 431695G71)
- 1 1600A 3P Power Defense SB Brkr SPS-616 [Drawout-Electric], Trip 1600 A, PXR20 LSIG w/ARMS and Modbus RTU, (5) 3/0-750 kcmil, Mechanical, Top

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name:	Kurt Sisco	Negotiation No:	OR851112X5K1
Date:	12/22/2025	Alternate No:	0003

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 1600 Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 48 In
		Catalog No	XSUAGENNNH10SNNSE1B0B1AX
		Designation	MAIN "A1"
Structure	1	1600 Amp CU Main Structure	Structure 1 has a Total Wire Count of 221
		Compartment 1 - Breaker 1600A 3P Power Defense SB Brkr SPS-616 [Drawout-Electric]	
		Mechanical (5) 3/0-750 kcmil	
		Main Breaker Service Entrance	
		PXR20 LSIG w/ARMS and Modbus RTU	
		ARMS (Local using breaker interface)	
	Qty	List of Materials	
	1	Type 3R (nonwalk-in) Flat Roof	
	1	Service Entrance Label	
	1	Copper Ground Bus	
	1	1600 Amp CU Main Structure	
	1	Mechanical (5) 3/0-750 kcmil	
	1	Auxiliary Switch, 4 Form C	
	1	Shunt Trip (100-127Vac/Vdc)	
	1	Electrically Operated Breaker Control Assembly	
	1	Main Breaker Service Entrance	
	1	Structure 1 has a Total Wire Count of 221	
	1	Schweitzer SEL-751A	
	1	Schweitzer SEL-735	
	1	CTs to be relay accuracy CTs for SEL 751	
	1	Metering class CT's for SEL-735	
	1	ABB Test Switch 1 (TS1)	
	1	ABB Test Switch 2 (TS2)	
	1	Voltage Test Station Grace Engineered Products: P-S10S21-M2RX	
	1	3 Position Selector Switch "Local Control Relay"	
	1	Breaker Provision for Externally mounted SPD	
	1	All SEL relays to be wired to customer terminal blocks.	
	1	Heater Package - (CPT, heater, thermostat, fused disconnect)	
	1	Spring Charge Motor Disconnect Pilot Light	
	1	Open and Close Indicator Lights	
	1	2 Position "Trip Close" Selector Switch	
	1	Arc-Flash Sensing Optic Cables	
	1	60"D N3R Structure (Reference assembly dwg 431695G71)	
	1	1600A 3P Power Defense SB Brkr SPS-616 [Drawout-Electric], Trip 1600 A, PXR20 LSIG w/ARMS and Modbus RTU, (5) 3/0-750 kcmil, Mechanical, Top	

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name:	Kurt Sisco	Negotiation No:	OR851112X5K1
Date:	12/22/2025	Alternate No:	0003

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Transformer Type: Mini Power Centers Distribution Section: 24 circuits (Branch breakers not included) 3 Phase, 30 KVA, 1 K-Factor 480 Primary Volts 208Y/120 Secondary Volts Temperature Rise 115C Copper Winding Material Sound Reduction : 0 NEMA ST-20 Audible Sound Level: 50 UL Listed : Y Enclosure Type: NEMA 3R Encapsulated Operating Frequency: 60 HZ Catalog No P48G28T3024CUB Designation MPZB Qty List of Materials 1 3 Phase, 30 KVA, 480 Primary Volts, 208Y/120 Secondary Volts, 115C Temperature Rise, Copper Winding Material, 60 HZ 1 TX Lug Kit/1PH 15-37.5KVA / 3PH 15-45KVA.

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Transformer Type: Mini Power Centers Distribution Section: 24 circuits (Branch breakers not included) 3 Phase, 30 KVA, 1 K-Factor 480 Primary Volts 208Y/120 Secondary Volts Temperature Rise 115C Copper Winding Material Sound Reduction : 0 NEMA ST-20 Audible Sound Level: 50 UL Listed : Y Enclosure Type: NEMA 3R Encapsulated Operating Frequency: 60 HZ Catalog No P48G28T3024CUB Designation MPZA Qty List of Materials 1 3 Phase, 30 KVA, 480 Primary Volts, 208Y/120 Secondary Volts, 115C Temperature Rise, Copper Winding Material, 60 HZ 1 TX Lug Kit/1PH 15-37.5KVA / 3PH 15-45KVA.

Item No.	Qty	Product	Description
	5	Enclosed Controls	ECN2422C0F- C5CAR63/DA37B1B3F3H3P1P68R4S3N1B10Z90Z91, NEMA - Freedom, NEMA 3R - Rainproof, 25 HP, 460V, Size 2, 120V/60 110V/50 Coil, Circuit Breaker - 50 amp, Drawing Number: , LIST OF MATERIAL:., ECN2422C0F - FVNR Combo Starter, HMCPE or Mag. Trip, STD-SSOL OLR, w/CPT Catalog No ECN2422C0F-C5CAR63/DA37B1 Designation PCH-1, PCH-2, PCH-3, PCH-4, PCH-5

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name: Kurt Sisco
Date: 12/22/2025

Negotiation No: OR851112X5K1
Alternate No: 0003

Catalog No	Qty	List of Materials
R63/D	1	R63/D-Solid State Overload, FLA 9-45
N1	1	N1LabelingCheckbox
AsBuiltDrawings	1	As built drawings with certified test report
CADrawings	1	CA Drawings by Plant
P68	1	LED Display Bulbs
B10	1	SINGLE AND 3 PHASE BREAKER
Z90	1	SEL-849/SEL-3421/SEL-2725
Z91	1	VOLTAGE MONITOR
C5	1	C5-With 200 VA extra capacity CPT, 120V/60HZ, 110V 50HZ secondary w/2 primary & 1 secondary fuse
A37	1	A37-2NO/2NC extra AUX CONT (Unwired without diagram)
B1	1	B1-1NO 1NC AUX CONT on BREAKER
B3	1	B3-Shunt Trip on CKT BKR - 48-127V AC or DC
F3	3	F3-600V Single Pole Fuse Holder (Unwired without diagram)
H3	1	H3-Space Heater and N.C. Interlock(100 watt)
P1	1	P1-Push-to-Test pilot Light(red RUN) Wired to Coil
R4	1	R4-Omit Overload relay
S3	1	S3-HAND-OFF-AUTO Selector Switch

Item No.	Qty	Product	Description
	4	Enclosed Controls	ECS95Y2CAH-C34CAB1B3C23C46/J3E8K5P1P68P117S3S20W12N1C37T15Z9 0Z91E4Z92B10S40Z93P26C11Z94, Soft Starter, NEMA 3R - Rainproof, 100 HP, 460V, Size 180A, 24V DC Coil, Circuit Breaker - 150 amp, Drawing Number: 84-28799, LIST OF MATERIAL:., ECS95Y2CAH - Combination IT S811 Soft Starter/w Circuit Bkr.
		Catalog No	ECS95Y2CAH-C34CAB1B3C23C4
		Designation	PCW-1, PCW-2, PCW-3, PCW-4

Catalog No	Qty	List of Materials
Z92	1	SEL-3421/SEL-2725/SEL-849
AsBuiltDrawings	1	As built drawings with certified test report
CADrawings	1	CA Drawings by Plant
P68	1	LED Display Bulbs
P26	1	PTT LED LTS WHITE POWER ON WHITE BYPASS MODE RED BYPASS RUNNING AMBER FAULT AMBER SURGE PROTECTION
Z93	1	VOLTAGE INDICATOR
S40	1	RVSS/BYPASS
B10	1	BREAKER 23/24
Z94	1	CLEAR COVER TO KEEP N3R RATING
E4	1	ENCLOSURE W/VENTILATION
Z91	1	COOLING FANS
Z90	1	SPACE HTR/THERMOSTAT
T15	1	PER WD
C37	1	CUST WD
K5	1	Display On The Door
N1	1	N1LabelingCheckbox
C11	1	1KVA CPT
C34	1	C34-250VA Control Power Transformer, 120V secondary with 110/120V Input Voltage Control Power Supply, 24V DC
B1	1	B1-1NO 1NC AUX CONT on BREAKER
B3	1	B3-Shunt Trip on CKT BKR - 48-127V AC or DC
C23	1	C23-Current Transformers, 3 Phases
C46/J3	1	C46/J3-Bypass Contactor
E8	1	Service Entrance Rating (Ground)
P1	1	P1-Push-to-Test pilot Light(red RUN) Wired to Coil
P117	1	P117-PB - RESET

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name: Kurt Sisco
Date: 12/22/2025

Negotiation No: OR851112X5K1
Alternate No: 0003

Catalog No	Qty	List of Materials
S3	1	S3-HAND-OFF-AUTO Selector Switch
S20	1	S20-MOV
W12	1	W12-Reduced Copy of Custom Wiring Diagram Laminated on Inside of Door

Item No.	Qty	Product	Description
	4	Safety Switches	SSW2
		Catalog No	DH363UWK316
		Designation	3P 100A F N4X
	Qty	List of Materials	
	1	Heavy Duty Switch - Non-Fusible, 3-Pole, 600 VAC, 100 A, NEMA 4X (316 Stainless)	

Item No.	Qty	Product	Description
	1	PANEL BUILDERS	BAB, 1P, 15A, 120/240V, 10KAIC
		Catalog No	BAB1015
		Designation	Add to Existing
	Qty	List of Materials	
	1	BAB, 1P, 15A, 120/240V, 10KAIC	

Item No.	Qty	Product	Description
	1	PANEL BUILDERS	20A, 2 POLE CIRCUIT BREAKER, POW-R-LINE
		Catalog No	BAB2020
		Designation	Add to Existing
	Qty	List of Materials	
	1	20A, 2 POLE CIRCUIT BREAKER, POW-R-LINE	

Item No.	Qty	Product	Description
	2	PANEL BUILDERS	BAB , 1P,30AMP,40C,120/240V,10,000AIC,
		Catalog No	BAB1030
		Designation	Add to Existing
	Qty	List of Materials	
	2	BAB , 1P,30AMP,40C,120/240V,10,000AIC,	

Item No.	Qty	Product	Description
	22	PANEL BUILDERS	BAB 1P,20AMP, 120/240V,10,000AIC,40C,
		Catalog No	BAB1020
		Designation	Add to Existing
	Qty	List of Materials	
	22	BAB 1P,20AMP, 120/240V,10,000AIC,40C,	

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name: Kurt Sisco
Date: 12/22/2025

Negotiation No: OR851112X5K1
Alternate No: 0003

Item No.	Qty	Product	Description
	2	PANEL BUILDERS	2 Pole 15 Amp QBHW Breaker

Catalog No QBHW2015
Designation 2P 15A Breakers for MPZ

Qty **List of Materials**
 2 2 Pole 15 Amp QBHW Breaker

Item No.	Qty	Product	Description
	1	PANEL BUILDERS	2 Pole 60 Amp QBHW Breaker

Catalog No QBHW2060
Designation 2P 60A Breakers for MPZ

Qty **List of Materials**
 1 2 Pole 60 Amp QBHW Breaker

Item No.	Qty	Product	Description
	18	PANEL BUILDERS	QBHW breaker 1 pole 20 amp-

Catalog No QBHW1020
Designation 1P 20A Breakers for MPZ

Qty **List of Materials**
 18 QBHW breaker 1 pole 20 amp-

Item No.	Qty	Product	Description
	1	Engineering Services	EED

SEL programming for:
 PCH-1
 PCH-2
 PCH-3
 PCH-4
 PCH-5
 PCW-1-SS
 PCW-2-SS
 PCW-3-SS
 PCW-4-SS

Designation Programming SEL Relays Starters/SS

Item No.	Qty	Product	Description
	1	Engineering Services	EED, MIK2-251118-01-BLG

Designation AF Cable Installation and SEL Programming

Exhibit M - Contractor Proposal



HS SNCEP MCC Replacement

Name: Kurt Sisco
Date: 12/22/2025

Negotiation No: OR851112X5K1
Alternate No: 0003

Item No.	Qty	Product	Description
	1	Engineering Services	Coordination and Arc Flash, JAWPE Quote
		Designation	Arc Flash and Coordination Study

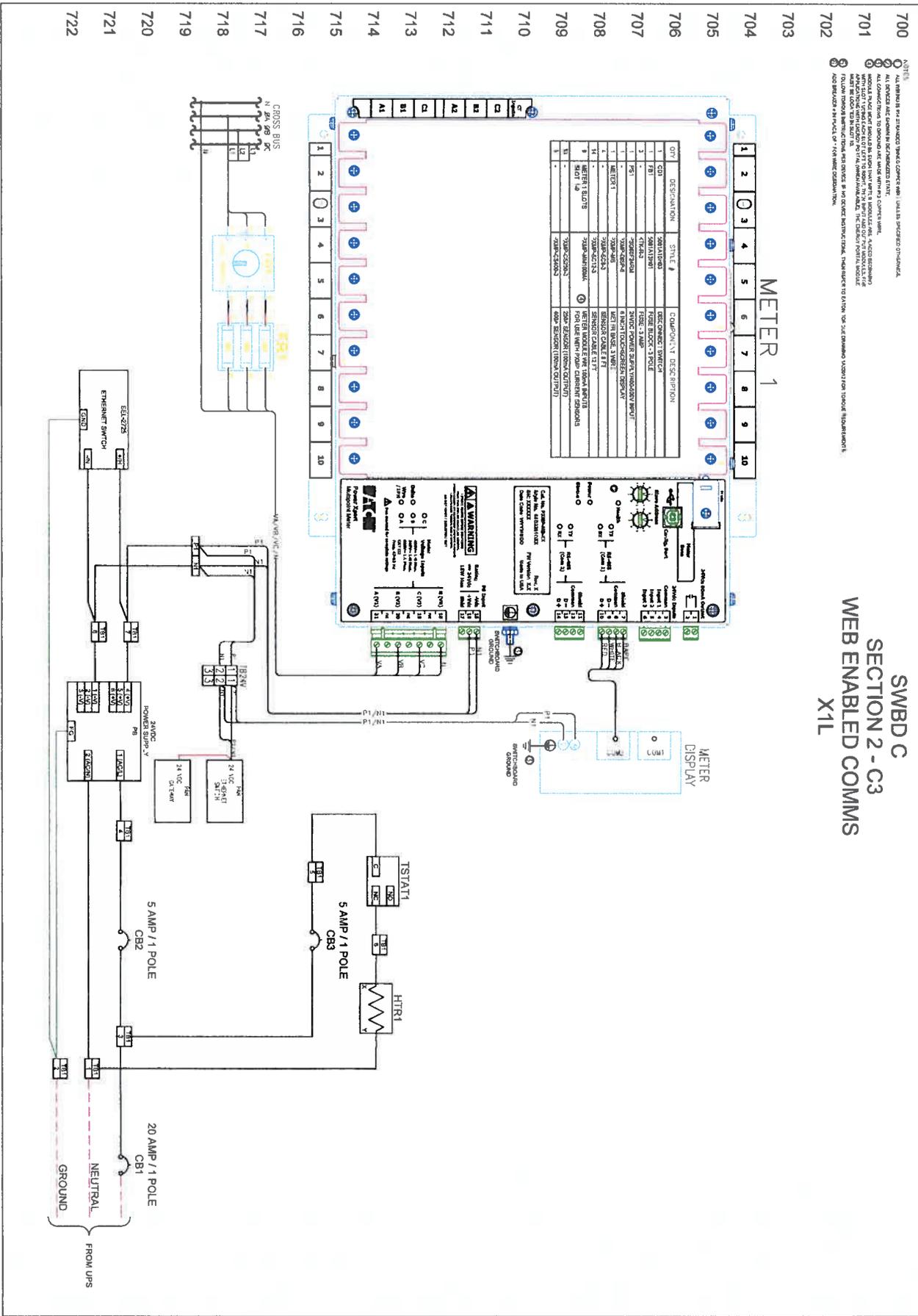
Eaton Selling Policy 25-000 applies.

If Eaton and the buyer entity listed on this purchase order have a separate executed written agreement for the products/services herein, then that agreement applies. Otherwise, Eaton's Selling Policy 25000 (<https://www.eaton.com/ca/en-gb/support/terms-conditions.html>) controls and supersedes all prior correspondence or communications between Eaton and the buyer, and any additional or different terms proposed by the buyer are rejected.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Exhibit M - Contractor Proposal



- NOTE: 1. All work shall be in accordance with the applicable specifications and standards.
- 2. All work shall be in accordance with the applicable specifications and standards.
- 3. All work shall be in accordance with the applicable specifications and standards.
- 4. All work shall be in accordance with the applicable specifications and standards.
- 5. All work shall be in accordance with the applicable specifications and standards.
- 6. All work shall be in accordance with the applicable specifications and standards.
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- 8. All work shall be in accordance with the applicable specifications and standards.
- 9. All work shall be in accordance with the applicable specifications and standards.
- 10. All work shall be in accordance with the applicable specifications and standards.

<p>CUSTOMER: REEDY CREEK</p> <p>PROJECT: HOLLYWOOD DISNEY</p> <p>NOTE: HOLLYWOOD STUDIO'S</p> <p>DESCRIPTION: X</p>	<p>Electro Power 6510 River Place, Milwaukee, WI 53215 Sales and Service: (414) 476-0448 Fax: (414) 476-0880</p>	<p>TITLE: MAIN C, SWITCHBOARD C, MAIN D, SWITCHBOARD D, TIE BREAKER, ISOLATION BREAKER</p> <table border="1"> <tr> <td>REV. 1 DATE: 8/20/19</td> <td>REV. 1 PREPARED BY: SNS</td> <td>REV. 1 DESCRIPTION: SUBMITTAL</td> <td>DATE: SNS</td> <td>JOB NO: 1911937</td> </tr> <tr> <td>REV. 2 DATE: 11/14/19</td> <td>REV. 2 PREPARED BY: SNS</td> <td>REV. 2 DESCRIPTION: PRODUCTION COPY</td> <td>RELEASE DATE: 7/29/19</td> <td></td> </tr> <tr> <td>REV. 3 DATE: 2/18/20</td> <td>REV. 3 PREPARED BY: SNS</td> <td>REV. 3 DESCRIPTION: AS BUILT</td> <td>SHEET: 7</td> <td>OF: 70</td> </tr> </table>	REV. 1 DATE: 8/20/19	REV. 1 PREPARED BY: SNS	REV. 1 DESCRIPTION: SUBMITTAL	DATE: SNS	JOB NO: 1911937	REV. 2 DATE: 11/14/19	REV. 2 PREPARED BY: SNS	REV. 2 DESCRIPTION: PRODUCTION COPY	RELEASE DATE: 7/29/19		REV. 3 DATE: 2/18/20	REV. 3 PREPARED BY: SNS	REV. 3 DESCRIPTION: AS BUILT	SHEET: 7	OF: 70
REV. 1 DATE: 8/20/19	REV. 1 PREPARED BY: SNS	REV. 1 DESCRIPTION: SUBMITTAL	DATE: SNS	JOB NO: 1911937													
REV. 2 DATE: 11/14/19	REV. 2 PREPARED BY: SNS	REV. 2 DESCRIPTION: PRODUCTION COPY	RELEASE DATE: 7/29/19														
REV. 3 DATE: 2/18/20	REV. 3 PREPARED BY: SNS	REV. 3 DESCRIPTION: AS BUILT	SHEET: 7	OF: 70													

SWBD C - C3
SECTION 2
COMMUNICATION CONNECTIONS
X13L

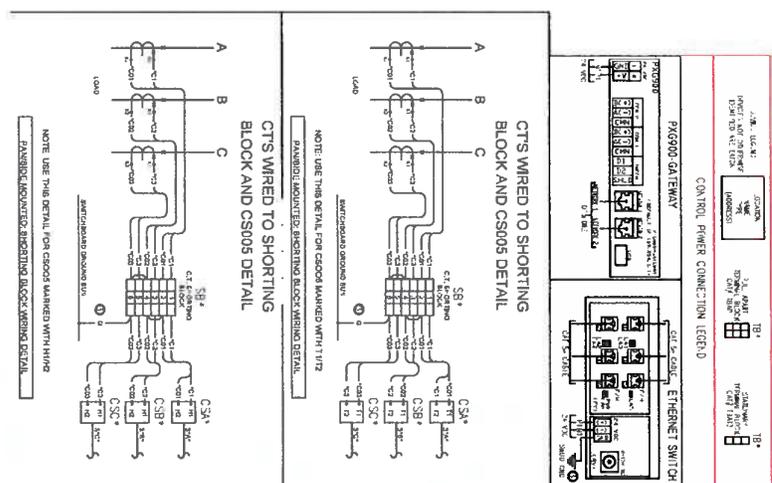
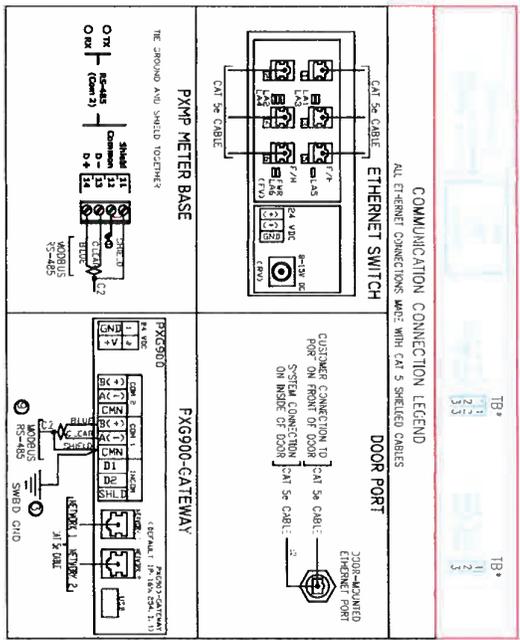
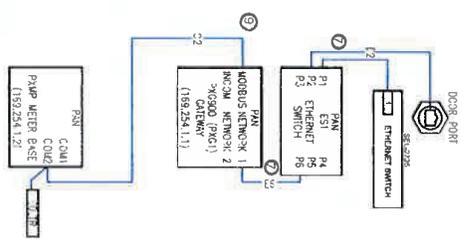
QTY	DESCRIPTION	STYLE #
1	E-PT ETHERNET SWITCH	PXESGP24V
1	GATEWAY	PXG900
1	PXMP METER BASE	PXMP-MB
1	ETHERNET RECEPTACLE, RJ45	ENSP1FS
1	ETHERNET SCREEN-ON, CLOSURE CAP	67-0-320
1	ETHERNET CAT5E CABLE, 5'	PC05053V
1	ETHERNET CAT5E CABLE, 10'	PC12053V
1	RES: 100 OHM 1/2 WATT RESISTOR	73A34DLOFD
	3-POINT TERMINAL BLOCK	TBA13
	MOUNTING RAIL	TMR12

COMMUNICATIONS BILL OF MATERIAL

NOTES:

1. ALL WIRING IS #14 STRANDED TANNED COPPER WIRE UNLESS SPECIFIED OTHERWISE
2. ALL DEVICES ARE SHOWN IN DE-ENERGIZED STATE
3. ALL CONNECTIONS TO GROUND ARE MADE WITH #12 COPPER WIRE
4. SEE CONTROL, POWER TRANSFORMER LABEL FOR CONNECTION INFORMATION
5. IF LAST IN NETWORK, THE SHIELD BACK AND TAP
6. EXTERNAL SHORTING STRAPS MUST BE IN PLACE DURING TEST & OPERATION
7. CONDITIONS PER INSTRUCTION NUMERALS ON SIDE OF BRK.
8. (CONSIDER ON PICTURE)

9. WIRING IS 5-CONDUCTOR SHIELDED. DO NOT LABEL INDIVIDUAL CONDUCTORS
10. ALL BIPACK COMMUNICATION CABLE SHALL BE SHIELDED TWISTED PAIR
11. STYLE # ABOVE, DO NOT LABEL INDIVIDUAL CONDUCTORS
12. IF LAST DEVICE IN SUBNETWORK, CONNECT 100 OHM RESISTOR 1/2 WATT ACROSS COMMUNICATION TERMINALS
13. STYLE # 73A34DLOFD
14. THE SHIELDS TOGETHER
15. FOR WIRE NUMBERS WITH C IN PREFIX, USE BREAKER PREFIX NUMBER
16. FOR WIRE NUMBERS WITH S IN PREFIX, USE SHORTING PREFIX NUMBER
17. IF 2 C'S, SHIELD SET(S) TO GND FROM WITHIN CABLE OR OTHER CONTROL WIRE.
18. USE BACKWIRE TANGLED WIRE DO NOT RUN WITHIN CABLE OR OTHER CONTROL WIRE.
19. IF DEVICE IS WIRING TO COM BLOCK IN OTHER SECTION, CALL UP WIRE



CUSTOMER: REEDY CREEK
PROJECT: DISNEY
SITE: HOLLYWOOD STUDIOS

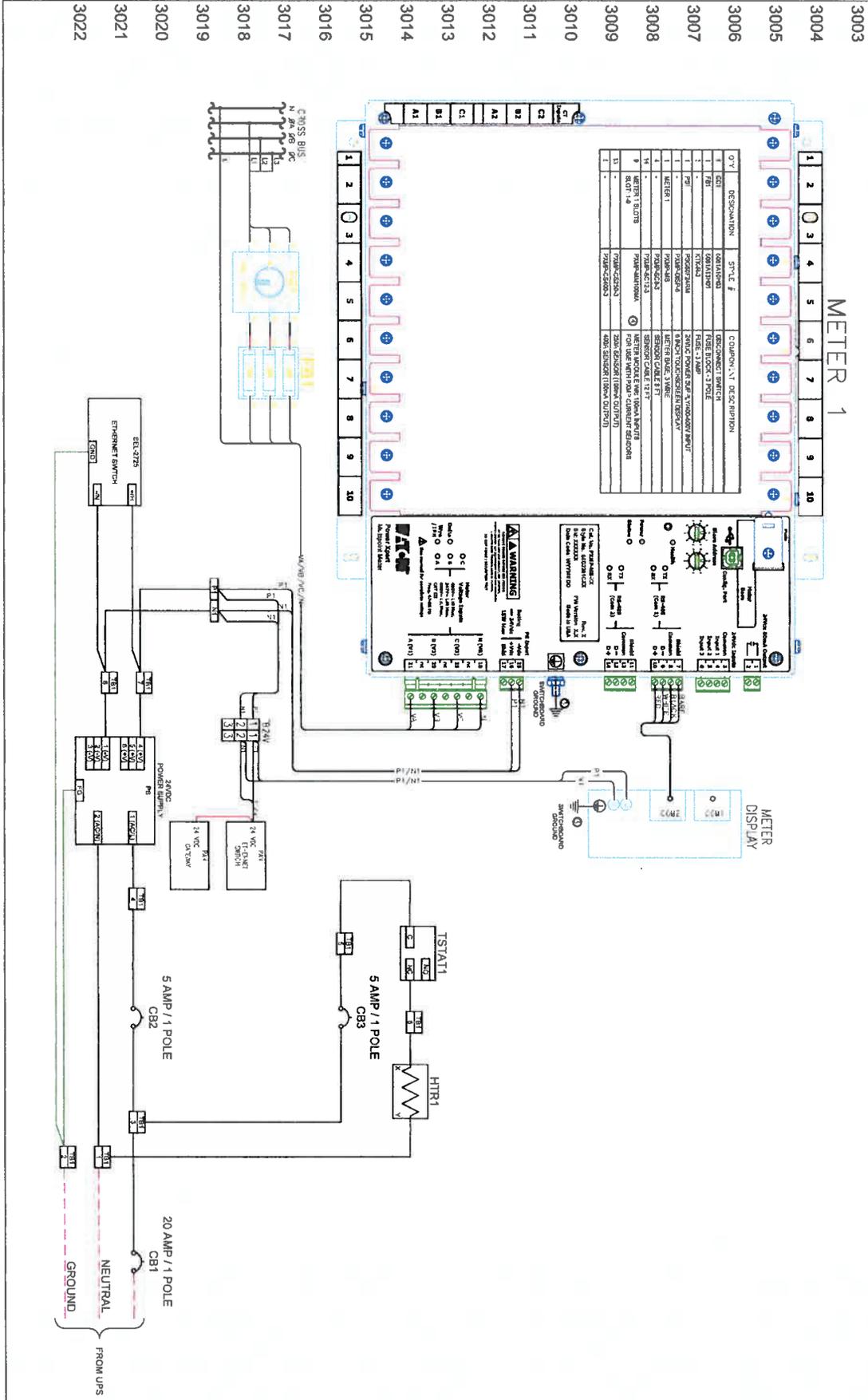


TITLE			MAIN C, SWITCHBOARD C, MAIN D, SWITCHBOARD D, TIE BREAKER, ISOLATION BREAKER	
REV. 1 DATE	8/20/19	REV. 1 DESCRIPTION	SNS	SUBMITTAL
REV. 2 DATE	11/14/19	REV. 2 DESCRIPTION	SNS	PRODUCTION COPY
REV. 3 DATE	2/18/20	REV. 3 DESCRIPTION	SNS	AS BUILT

DESIGN	SNS	DATE	1911937
RELEASE DATE	7/28/19	SHEET	8
		OF	70

Exhibit M - Contractor Proposal

- 3000 NOTE:
 - 1. ALL WORK IS TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 - 2. ALL WORK IS TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 - 3. ALL WORK IS TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
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 - 10. ALL WORK IS TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 3001
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- 3020
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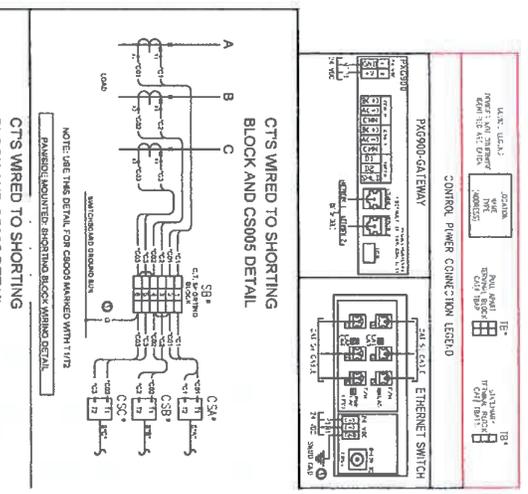
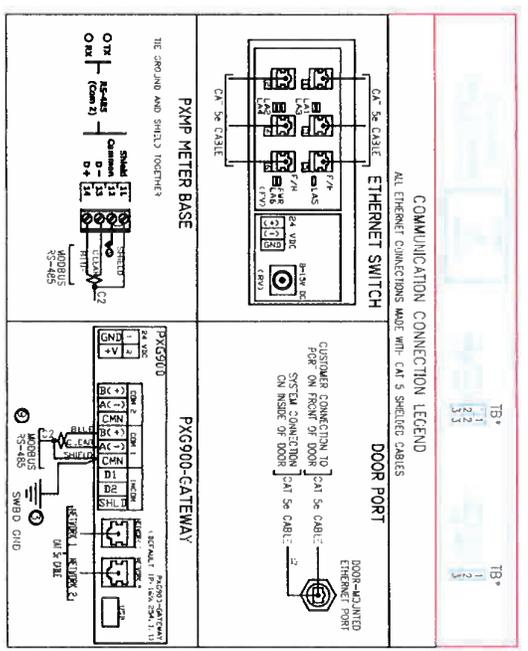
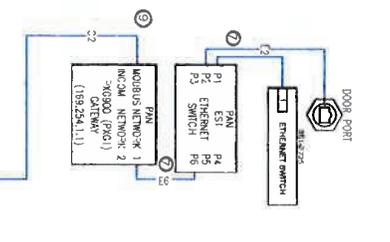


SWBD D
SECTION 2 - D3
WEB ENABLED COMMS
X11

<p>CUSTOMER: REEDY CREEK PROJECT: DISNEY SITE: HOLLYWOOD STUDIOS</p>	 <p>Electro Power 8810 River Place, Milwaukee, WI 53218 Sales and Service: (414) 478-6448 Fax: (414) 478-8880</p> <p><small>THIS DOCUMENT IS THE INTELLECTUAL PROPERTY OF ELECTRO POWER. IT IS CONSIDERED TO BE CONFIDENTIAL AND NOT BE LOANED, REPRODUCED, COPIED, OR OTHERWISE DISSEMINATED TO OTHERS IN WHOLE OR IN PART FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF ELECTRO POWER LLC. THIS DOCUMENT IS CONSIDERED TO BE A CONFIDENTIAL AND PROPRIETARY DOCUMENT. IT WILL BE RETURNED ON REQUEST.</small></p>	<p>TITLE: MAIN C, SWITCHBOARD C, MAIN D, SWITCHBOARD D, TIE BREAKER, ISOLATION BREAKER</p> <table border="1"> <tr> <td>REV. 1 DATE: 8/20/19</td> <td>REV. 1 INITIALS: SNS</td> <td>REV. 1 DESCRIPTION: SUBMITTAL</td> </tr> <tr> <td>REV. 2 DATE: 11/14/19</td> <td>REV. 2 INITIALS: SNS</td> <td>REV. 2 DESCRIPTION: PRODUCTION COPY</td> </tr> <tr> <td>REV. 3 DATE: 2/18/20</td> <td>REV. 3 INITIALS: SNS</td> <td>REV. 3 DESCRIPTION: AS BUILT</td> </tr> </table>	REV. 1 DATE: 8/20/19	REV. 1 INITIALS: SNS	REV. 1 DESCRIPTION: SUBMITTAL	REV. 2 DATE: 11/14/19	REV. 2 INITIALS: SNS	REV. 2 DESCRIPTION: PRODUCTION COPY	REV. 3 DATE: 2/18/20	REV. 3 INITIALS: SNS	REV. 3 DESCRIPTION: AS BUILT	<table border="1"> <tr> <td>SEARCH: SNS</td> <td>JOB NO: 1911937</td> </tr> <tr> <td>RELEASE DATE: 7/29/19</td> <td></td> </tr> <tr> <td>SHEET: 30</td> <td>Of 70</td> </tr> </table>	SEARCH: SNS	JOB NO: 1911937	RELEASE DATE: 7/29/19		SHEET: 30	Of 70
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RELEASE DATE: 7/29/19																		
SHEET: 30	Of 70																	

Exhibit M - Contractor Proposal

SWBD D - D3 SECTION 2 COMMUNICATION CONNECTIONS X13L



QTY	DESCRIPTION	STYLE #
1	ETHERNET SWITCH	PXP900
1	GATEWAY	PXP900
1	PMP METER BASE	PXP900-MB
1	ETHERNET RECEPTACLE, RJ45	ENSP115
1	ETHERNET SOURCE-ON CLOSURE CAP	67-0300
1	ETHERNET CAT5E CABLE, 5'	PC06028Y
1	ETHERNET CAT5E CABLE, 10'	PC12058Y
1	RES. 100 OHM 1/2 WATT RESISTOR	73A340L0F0
1	3-POINT TERMINAL BLOCK	TBAT1
1	MOUNTING RAIL	TMR12

- NOTES:**
- ALL WIRING IS #14 STRANDED TWISTED COPPER WIRE UNLESS SPECIFIED OTHERWISE.
 - ALL DEVICES ARE SHOWN IN DE-ENERGIZED STATE.
 - ALL CONNECTIONS TO GROUND ARE MADE WITH #12 COPPER WIRE.
 - SEE CONTROL, POWER TRAIL, POWER LABEL FOR CONNECTION INFORMATION.
 - F LAST IN NETWORK, THE SHIELD BACK AND TAPE.
 - EXTERNAL SHOOTING STRAYS MUST BE IN PLACE DURING TEST & OPERATION.
 - CTS PRACTICE CABLE FOR ETHERNET CONNECTIONS TO ETHERNET SWITCH (PROVIDED BY FACTORY).

- WIRING IS 5-CONDUCTOR SHIELDED. DO NOT LABEL INDIVIDUAL CONDUCTORS.
- ALL WIRING COMMUNICATING FROM CABLE SHALL BE SHIELDED TWISTED PAIR.
- STYLE #2850000. DO NOT LABEL INDIVIDUAL CONDUCTORS.
- F LAST DEVICE IN SUBNETWORK, CONNECT 100 OHM RESISTOR 1/2 WATT ACROSS COMMUNICATION TERMINALS.
- THE SHIELDS TOGETHER.
- FOR WIRE NUMBERS WITH A PREFIX, USE PREFIX, PREFIX NUMBER, PREFIX NUMBER, PREFIX NUMBER, PREFIX NUMBER (e.g., C1.1, C1.2, C1.3, C1.4, C1.5).
- USE SUBCABLE NUMBER PAIR, DO NOT REVERSE POWER CABLES OR OTHER CONTROL WIRE.
- CTS TERMINAL BLOCK IS SECTION WITH PREFERRED PART OF CABLE/LOCK SECTION WITHOUT SHIELDS.
- FINANCE IS WIRING TO COM BLOCK IN OTHER SECTION, COM UP WIRE.

CUSTOMER
REEDY CREEK

PROJECT
DISNEY

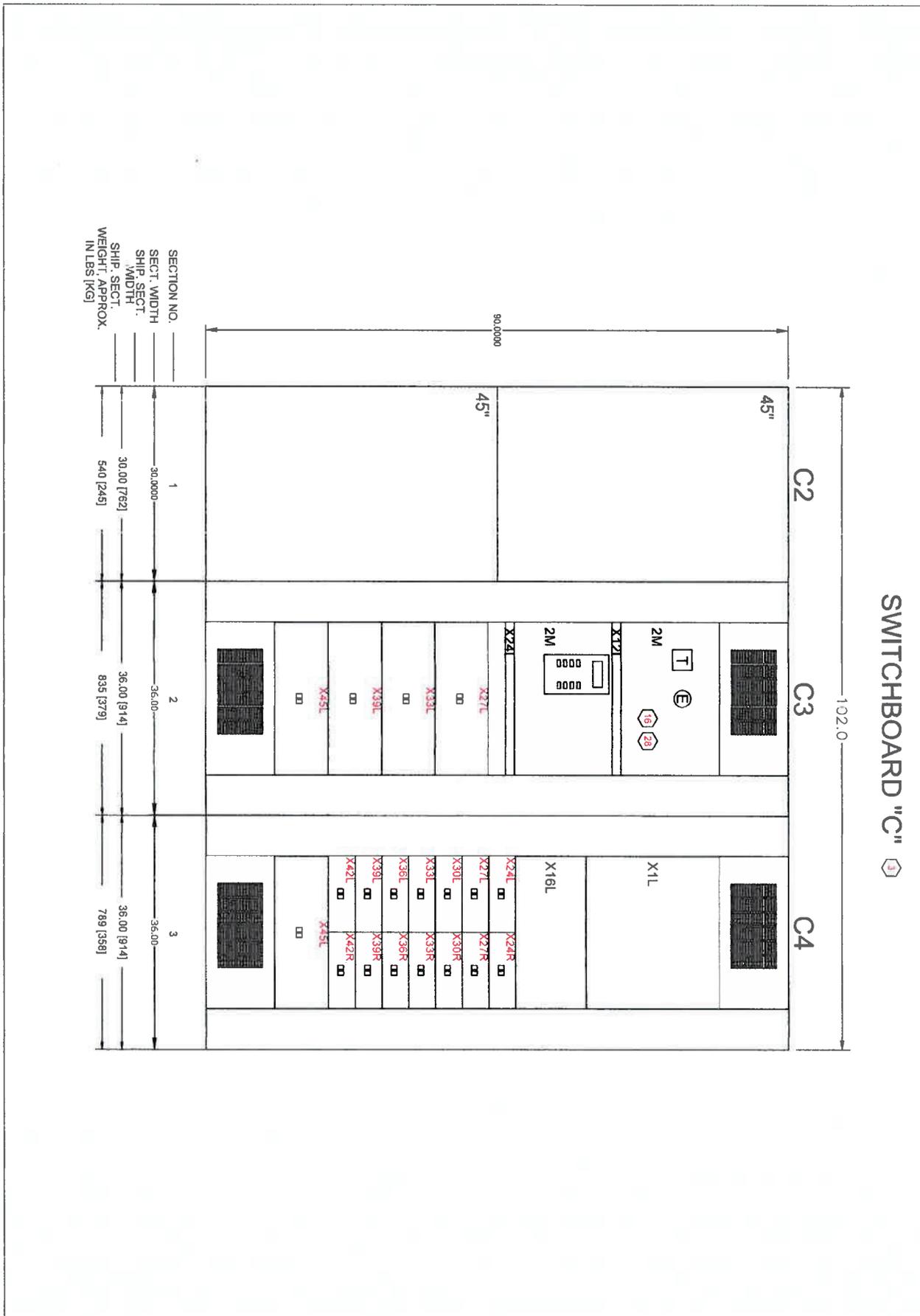
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Exhibit M - Contractor Proposal



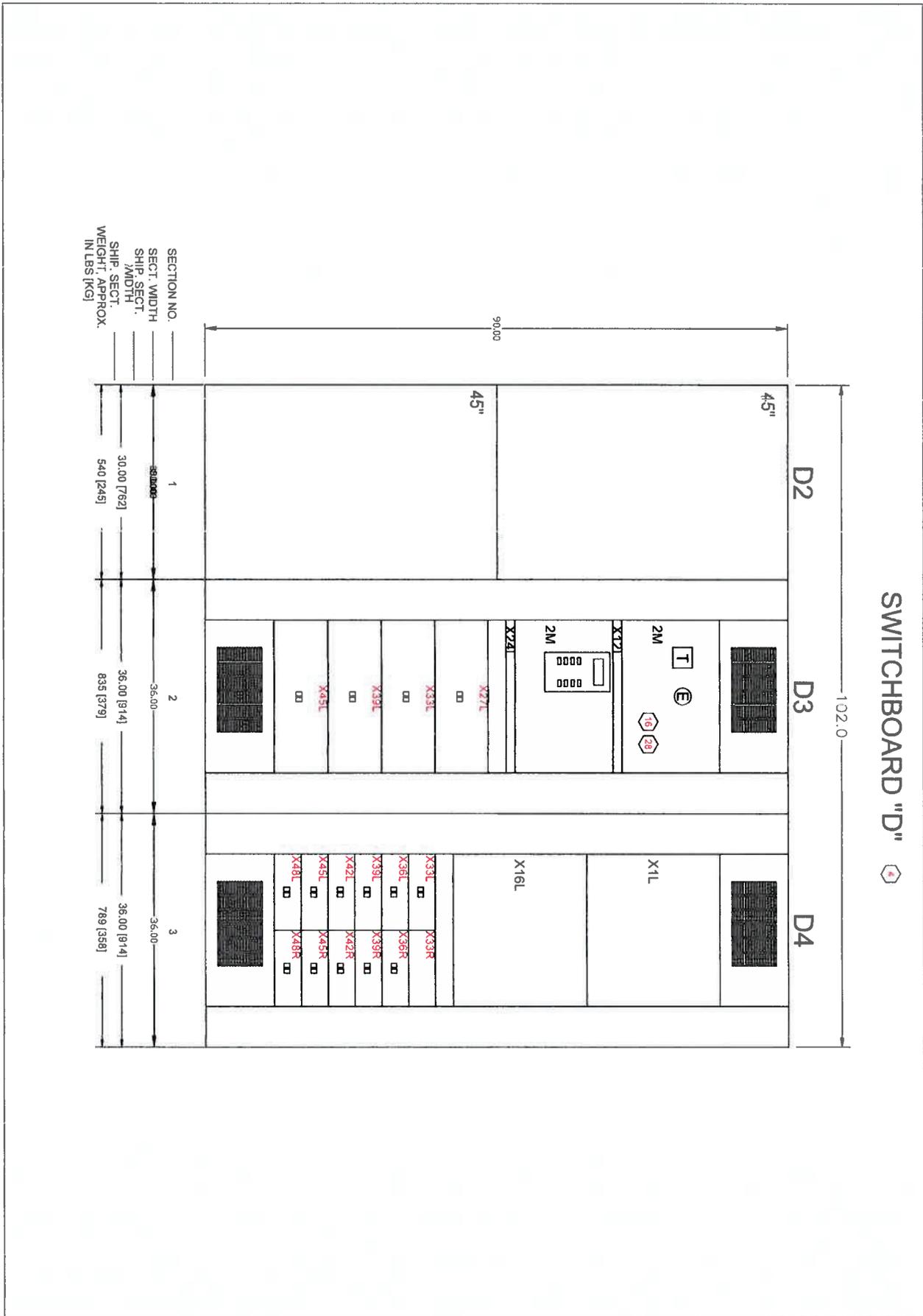
CUSTOMER	REEDY CREEK
PROJECT	DISNEY
SITE	HOLLYWOOD STUDIOS
DESCRIPTION	

Electro Power
 2510 River Place Milwaukee, WI 53219
 Sales and Service: (414)478-6648 Fax: (414)478-8800

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Exhibit M - Contractor Proposal



SWITCHBOARD "D"

CUSTOMER REEDY CREEK
PROJECT DISNEY
SITE HOLLYWOOD STUDIOS
DESCRIPTION

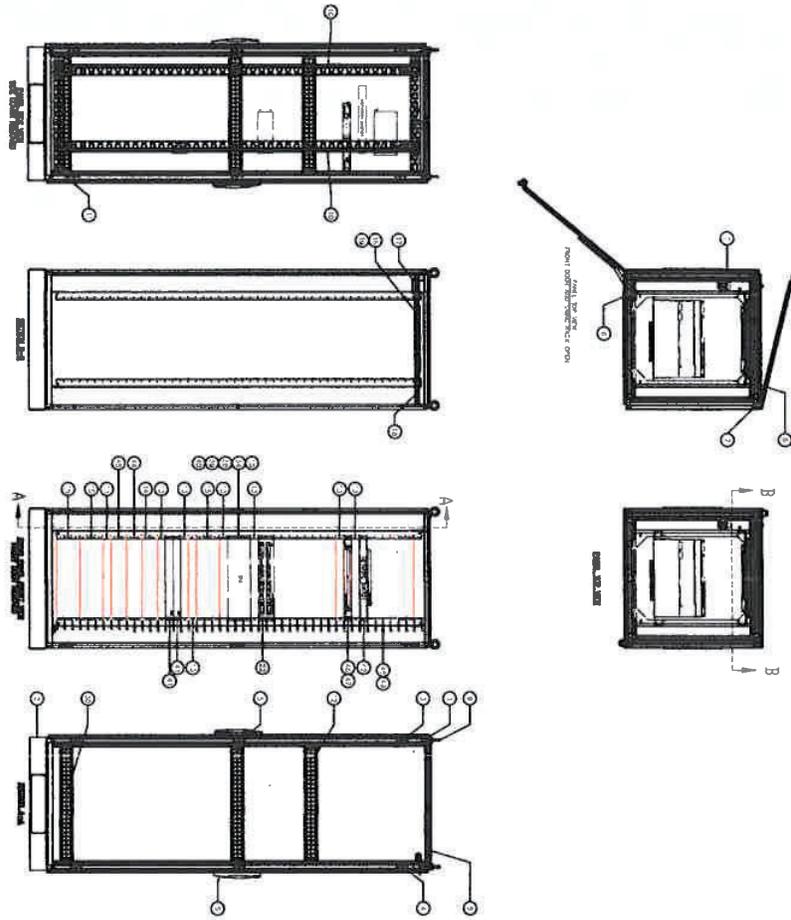


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Exhibit M - Contractor Proposal

I-8 COMMUNICATION RACK LAYOUT AND BILL OF MATERIALS



ITEM	QTY	DESCRIPTION	UNIT	REMARKS
1	1	COMMUNICATION RACK	EA	19" X 42" X 42"
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DISNEY SUPPLIED
DISNEY SUPPLIED

CUSTOMER
REEDY CREEK
PROJECT
DISNEY
SITE
HOLLYWOOD STUDIOS
DESCRIPTION

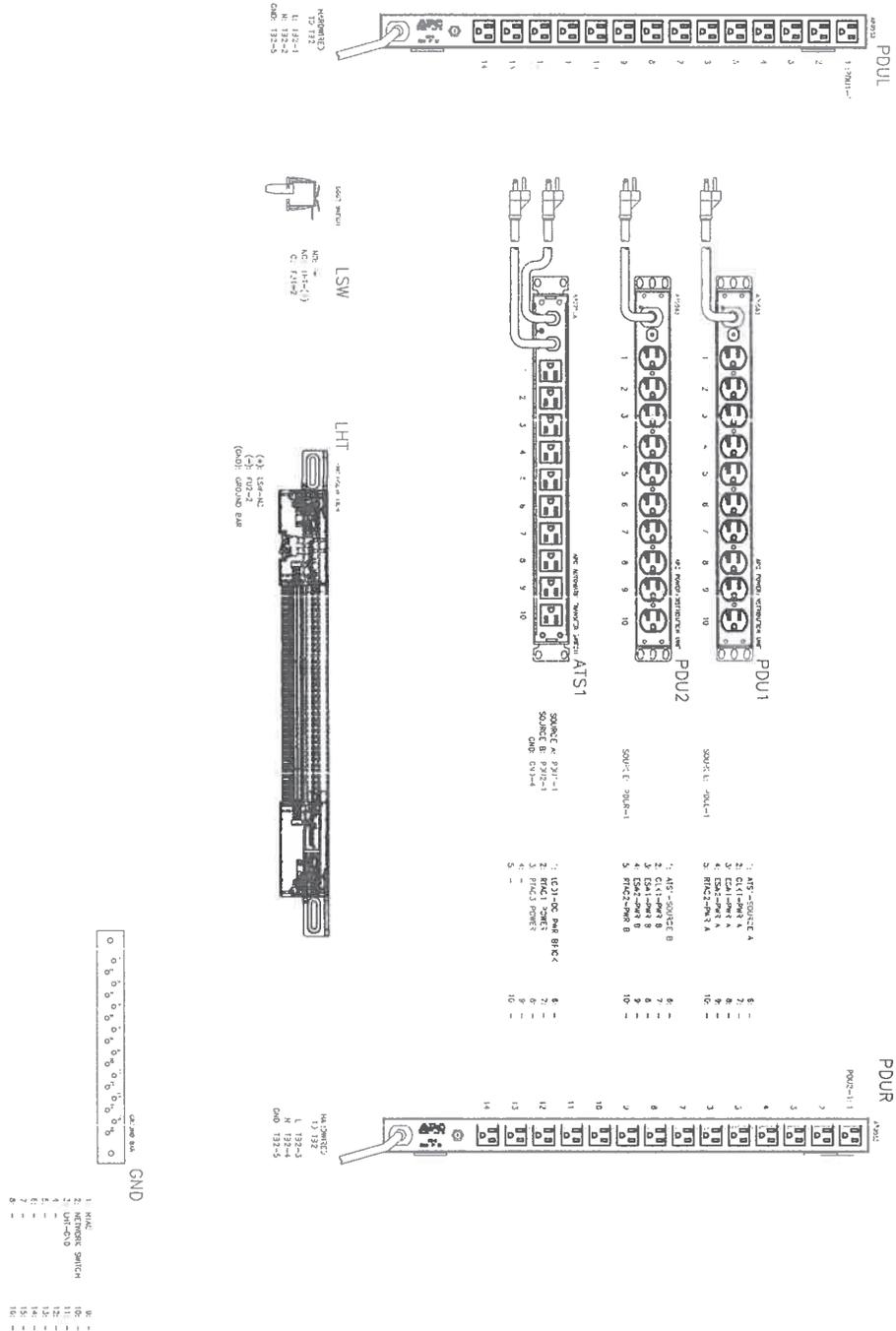


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Exhibit M - Contractor Proposal

INTERIOR

1-10 COMMUNICATION RACK WIRING DIAGRAM 2



CUSTOMER	REEDY CREEK
PROJECT	DISNEY
SITE	HOLLYWOOD STUDIOS
DESCRIPTION	

Electro Power
 6510 River Pkwy Milwaukee, WI 53213
 Sales and Service: 414-478-0449 Fax: 414-478-0444

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DESIGN	SNS	JOB NO.	1911937
RELEASE DATE	7/29/19	SHEET	68
		OF	70

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.4

Board Meeting Date: 2/27/2026

Subject: Contract #C006106 – World Drive North Phase III CM/CEI Professional Services Agreement – Change Order #3

Presented by: Craig Sandt, Director of Construction Management

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.4** Change Order #3 to Contract #C006106 for the World Drive North Phase III construction engineering inspection services with Consor Engineering, LLC and authorize the District Administrator to execute the change order in the amount of \$2,087,595.52, plus \$49,869.57 in reimbursables totaling \$2,137,465.09

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

The World Drive North Phase III project involves extending the four-lane divided World Drive and replacing the existing Floridian Way from south of Seven Seas Drive to north of Maple Road. Key project elements include three roundabouts, a single-span bridge, and the relocation of a portion of Seven Seas Drive.

The overall project was originally intended to be awarded as a single package; however, funding availability required the construction to be split into two separate phases, which significantly extended the total project duration. Furthermore, the construction timeline was impacted by complex sequencing of additional utility work within a constrained corridor and the subsequent initiation of a major resort development adjacent to the roadway. Additional factors contributing to the schedule extension included expanded work at the Grand Floridian entrances and the mid-construction addition of a new force main.

FINDINGS AND CONCLUSIONS:

On February 22, 2023, the Board authorized Contract #C006106 with Consor Engineering, LLC for professional CM/CEI services. While the initial contract was scheduled to conclude on September 30, 2026, the various project challenges and scope additions detailed above have shifted the construction completion date to December 21, 2027.

To ensure continuous project oversight, staff requested a cost analysis from the consultant to align their services with the revised construction schedule. This analysis resulted in an additional cost of \$2,087,595.52, plus \$49,869.57 in reimbursables for a total of \$2,137,465.09. This increase has been vetted by the Public Works Construction Management Team, and staff recommends approval of Change Order #3 to maintain essential engineering and inspection services through project completion.

FISCAL IMPACT:

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

PROCUREMENT REVIEW:

This 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:

- Consor Engineering, LLC - Change Order #3 to Contract #C006106



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

PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

PROJECT: World Drive North Phase III CM/CEI Services

DATE: _____

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

CONTRACT NO.: **C006106**

CHANGE ORDER NO.: **3**

Change Order Summary:

- **ADD 447 Days** and **\$2,137,465.09** for continuous project oversight and to align services with the revised construction schedule of the World Drive North Phase III project
- All other terms and conditions of this Agreement shall remain in full force and effect

Contract Status:

Fee provided by original Agreement:	\$4,821,123.23
Fee provided by previous Change Orders:	\$2,412,971.09
Fee provided by this Change Order No. [3]:	<u>\$2,087,595.52</u>
TOTAL REVISED FEE:	\$9,321,689.84

Reimbursable Expenses provided by original Agreement:	\$321,049.73
Reimbursable Expenses provided by previous Change Orders:	\$0.00
Reimbursable Expenses provided by this Change Order No. [3]:	<u>\$49,869.57</u>
TOTAL REVISED REIMBURSABLE EXPENSES:	\$370,919.30

Original Contract Time:	September 30, 2026
Contract Time prior to the Change Order:	September 30, 2026
Adjustment in Contract Time by this Change Order No. [3]:	<u>447 Days</u>
ADJUSTED CONTRACT TIME INCLUDING THIS CHANGE ORDER:	December 21, 2027

Compensation for Additional Services:

Consultant is hereby authorized additional compensation, as defined by Article 2 of the Agreement, in the amount of **\$2,087,595.52** as itemized on the following page and an additional Reimbursable Expense allowance of **\$49,869.57**, for the complete and satisfactory performance of the additional services set forth below.

Scope of Additional Services:

Consultant shall perform continuous project oversight of the World Drive North Phase III project until project completion.

Schedule:

Consultant's Services, including any additional Services hereby authorized, shall be completed on or before **December 21, 2027**, it being understood that time is of the essence in this Change Order.

Central Florida Tourism Oversight District's Owner's Representative: **Craig Sandt**
 Phone Number: 407-828-2270

Terms and Conditions:

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

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

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

CONSULTANT:
CONSOR ENGINEERS, LLC

Signature: _____
As authorized by the Board of Supervisors

Signature: _____

Print Name: S.C. Kopelousos

Print Name: _____

Title: District Administrator

Title: _____

Date: February 27, 2026

Date: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.5

Board Meeting Date: 2/27/2026

Subject: Contract #C006910 – World Drive North Phase 3 Area Development Landscape Design

Presented by: Craig Sandt, Director of Construction Management

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): **Approve Agenda Item 7.5** Contract #C006910 with Kimley-Horn and Associates, Inc. for the World Drive North Phase 3 area development landscaping design and authorize the District Administrator to execute the contract in the amount of \$468,743.21 plus 10% contingency for a total amount of \$515,618

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Bid Released to the Public: October 14, 2025

BACKGROUND:

The area development design for the World Drive North Phase 3 project focuses on the aesthetic and functional integration of the corridor between Maple Road and south of Seven Seas Drive. The selected consultant will be responsible for a comprehensive design package that includes earthen landscape berms, diverse plantings (trees, shrubs, and ground cover), and the integration of marquee signage.

A critical component of this scope is the 3D design development and the design of an irrigation system integrated into the full progression of construction documents. This project ensures that the newly expanded roadway maintains a high standard of "Quality of Place" while providing necessary infrastructure like yard drains and coordinated site elements.

FINDINGS AND CONCLUSIONS:

On October 14, 2025, the District released Letter of Interest #C006910 to solicit professional design services for this scope. Four consulting firms submitted proposals and delivered presentations to a five-member evaluation committee. The committee evaluated each firm based on their scope understanding, management approach, technical qualifications, and performance during a live Q&A session.

Following the evaluation process, the scoring results were as follows:

Consultant	Location	Final Round Scoring
Kimley-Horn and Associates, Inc.	Orlando, Florida	95/100
Cotleur & Hearing	Orlando, Florida	91/100
LandDesign	Orlando, Florida	89/100
Vanasse Hangen Brustlin, Inc.	Orlando, Florida	88/100

Kimley-Horn and Associates, Inc., was the highest scoring proposer. Staff recommends approval of Contract #C006910 with Kimley-Horn and Associates, Inc.

FISCAL IMPACT:

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

PROCUREMENT REVIEW:

This 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:

- Final Selection Results – LOI
- Kimley-Horn and Associates, Inc. - Contract # C006910



Central Florida Tourism Oversight District

ROUND 2 - Final Selection Results

Area Development Landscape Design for World Drive North Phase 3

LOI# C006910 Buyer:Devin Ager

Criteria	Weight	Cotleur & Hearing						Kimley-Horn and Associates, Inc.					
		AF	DU	LP	MJ	TI	AVG	AF	DU	LP	MJ	TI	AVG
Scope Understanding, Approach and Management Plan	40	37	38	38	35	38	37	39	40	40	37	38	39
Qualifications, Experience, and Similar Design Projects	20	16	17	20	17	18	18	18	19	20	20	19	19
Knowledgeable answers during the Q&A session	40	38	37	35	35	36	36	38	39	35	36	38	37
Round 2: Final Selection	100	91	92	93	87	92	91	95	98	95	93	95	95

Criteria	Weight	LandDesign						Vanasse Hangen Brustlin, Inc.					
		AF	DU	LP	MJ	TI	AVG	AF	DU	LP	MJ	TI	AVG
Scope Understanding, Approach and Management Plan	40	31	32	38	36	38	35	35	34	36	32	36	35
Qualifications, Experience, and Similar Design Projects	20	19	20	18	20	19	19	18	19	18	19	19	19
Knowledgeable answers during the Q&A session	40	36	31	35	35	36	35	37	34	35	32	36	35
Round 2: Final Selection	100	86	83	91	91	93	89	90	87	89	83	91	88

Intent to Award: Kimley-Horn and Associates, Inc.



**AREA DEVELOPMENT LANDSCAPE DESIGN FOR WORLD DRIVE NORTH PHASE 3
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") shall be effective commencing February 27, 2026, 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 **Kimley-Horn and Associates, Inc.** (herein referred to as the "Consultant"), whose mailing address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601.

WITNESSETH:

WHEREAS, Central Florida Tourism Oversight District issued Letter of Interest ("LOI") No. C006910 on October 24, 2025 for Area Development Landscape Design for World Drive North Phase 3;

WHEREAS, four (4) proposers responded, and Kimley-Horn and Associates, Inc. was the highest ranked proposer. The Consultant was subsequently selected as the intended awardee for these services; and

WHEREAS Owner desires to commission the services of a consultant to perform the hereinafter described services, and Consultant desires to be so commissioned.

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

1. **SCOPE OF SERVICES.**

- A. Description of Services: A description of the nature and scope of services to be performed by Consultant under this Agreement ("Services") is set forth in **Exhibit A**. Owner retains the right to reduce any portion of Consultant's Services. In such event, Owner shall be entitled to a proportionate reduction to the Compensation, as defined in Section 3.
- B. Additional Services: Owner may, from time to time, authorize Consultant in writing to perform additional services ("Additional Services"), in which event Consultant shall perform same. Any such Additional Services shall be set forth in an Amendment to this Agreement which shall be executed by both parties and which shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein. Any additional Services performed by Consultant prior to execution by both parties of an Amendment shall be done at Consultant's sole risk and shall not be compensated by Owner.

2. **CONTRACT TIME.**

- A. Consultant shall commence the Services on **February 27, 2026** and shall complete the Services on or before **October 3, 2027** ("Schedule") or as otherwise directed by Owner, and within the times established for the Deliverables set forth in **Exhibit A**.
- B. Acceleration: Consultant shall accelerate performance of its Services in the manner directed by Owner in the event that Owner, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule.

3. **COMPENSATION.**

Fixed Fee Amount.

- A. Owner shall pay Consultant a lump sum, fixed fee amount of **FOUR HUNDRED SIXTY-EIGHT THOUSAND, SEVEN HUNDRED FORTY-THREE AND TWENTY-ONE ONE-HUNDRETHS DOLLARS (\$468,743.21)** ("Contract Sum") as total compensation for the complete and satisfactory performance of the Services in accordance with the Schedule and Rate Schedule. The Fixed Fee Amount shall include, but not be limited to, Consultant's profit, overhead, employee burden, taxes, labor, materials, and any and all costs and expenses of any nature, incurred by



Consultant in connection with the performance of Consultant’s Services hereunder, all of which shall be borne solely by Consultant.

- B. Monthly Progress Payments. The compensation amount under this section shall be paid by Owner monthly for Services in equal monthly installments of the Fixed Fee Amount, based upon the completed Services invoiced by Consultant and approved by Owner. Consultant shall invoice Owner on the first day of each calendar month. Compensation is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
- C. Project Schedule and Progress Reports (if requested by Owner). A progress report and updated project schedule must be submitted with each monthly pay request indicating the percentage of services completed to date. This report will serve as support for payment to Consultant and the basis for payment in the event project is suspended or abandoned.
- D. Pricing Documentation. Consultant shall provide any and all documentation required by Owner in connection with labor, materials, and equipment incurred. Any pricing submitted for materials, equipment, or services provided by a subconsultant or supplier must be accompanied by comprehensive documentation to support the cost. This documentation shall include, but is not limited to, the following: (i) Manufacturer/Supplier Cost Data: Copies of actual quotes, invoices, or documented cost breakdowns from the manufacturer or supplier, detailing material costs, labor, equipment, and any other direct or indirect costs; and (ii) Subconsultant Proposals: Copies of all subconsultant proposals received for any portion of the Work.
- E. Invoice Form and Address. All invoices shall (i) be in the form required by Owner (ii) reference the contract number, (iii) display the Fixed Fee Amount, (iv) itemize each Amendment and amount being billed against those Amendments in the invoice, (v) itemize all amounts previously invoiced and paid, and (vi) include complete documentation and substantiation for all amounts invoiced. Invoices shall be addressed appropriately as outlined below:

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

- F. Amendments to Services. The Fixed Fee Amount shall be proportionally adjusted to reflect any changes in the scope of Services as set forth in an Amendment, and the Schedule shall be equitably adjusted by way of said Amendment to the extent impacted thereby. Consultant shall not be entitled to compensation for additional Services unless Consultant has obtained prior written authorization in an Amendment to perform such additional Services.
 - G. Return of Funds. Consultant will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Consultant. The Consultant must return any overpayment within forty (40) calendar days after either discovery by the Consultant, its independent auditor, or notification by the Owner of the overpayment.
4. **PROJECT CONSTRUCTION BUDGET.** RESERVED
5. **INSURANCE AND INDEMNIFICATION.**
- A. The Consultant shall at its expense procure and maintain during the life of this Agreement (and shall require the same from its Subconsultants, subcontractors, and Sub-subconsultants) the following types and minimum amounts of insurance:



- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence. This coverage must be maintained for two (2) years after contract expiration;
 - ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
 - iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
 - iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;
 - v. If Consultant is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Consultant will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of services.
 - vi. If Consultant is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Consultant will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least two (2) years following the conclusion of services.
 - vii. If services will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4,000,000.
 - viii. If Consultant is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
 - ix. If Consultant is providing information technology software or services, then Consultant must also carry Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - x. Consultant is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Consultant holds Owner harmless for loss, damage or theft of such items.
- B. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at vendors@oversightdistrict.org.



- C. **CANCELLATION.** All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Consultant, who agrees to promptly relay any such notice received to Owner.
- D. **ADDITIONAL INSUREDS.** Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.
- E. **WAIVERS.** The Consultant hereby waives, and will require its Subconsultants and Sub-subconsultants to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- F. **CLAIMS.** The Consultant and its Subconsultants and Sub-subconsultants shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Services and shall cooperate with the insurance carrier or carriers of the Owner and of the Consultant, its Subconsultants and Sub-subconsultants in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- G. **DESIGN PROFESSIONAL INDEMNIFICATION.** Per Florida Statute, §725.08, the Consultant/Design Professional shall indemnify and hold harmless the District and its appointed board supervisors, officers, employees, and volunteers from and against liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of, and contemplated by this Agreement, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Florida Statute, §725.08(4). The provisions of this paragraph shall survive the expiration or termination of this Agreement.

6. DEFAULT AND TERMINATION.

- A. **Termination for Convenience:** Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to terminate this Agreement for convenience upon seven (7) days prior written notice to Consultant.
- B. **Termination by Owner for Cause:** Owner shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Consultant to carry out any obligation, term, or condition of this Agreement. Any notice of termination given to Consultant by Owner shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (i) Consultant fails to properly perform any of the services set forth in the Scope of the Agreement; or
 - (ii) Consultant fails to complete the work required within the time stipulated in the Agreement; or
 - (iii) Consultant fails to meet milestones in the Agreement and/or gives the Owner reason to believe that Consultant cannot or will not perform to the requirements of the Agreement.
- C. **Consultant's Opportunity to Cure Default:** Owner may, in its sole discretion, provide Consultant with an opportunity to cure the violations set forth in Owner's notice of default to Consultant. Consultant shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by Owner. If the violations are not corrected within the time determined to be reasonable by Owner or to the



reasonable satisfaction of Owner, Owner may, without further notice, declare Consultant to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

- D. In the event of termination, Owner's sole obligation and liability to Consultant, if any, shall be to pay to Consultant that portion of the amount earned by it, plus any earned amounts for extra Services performed pursuant to Sections 1 and 3, through the date of termination.
7. **NON-FUNDING.** In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Consultant without penalty to Owner. Owner shall be the final authority as to the availability of the funding.
8. **FORCE MAJEURE.**
- A. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.
- B. Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, pandemics, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any part from performing its respective obligations.
- C. If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Consultant be delayed in the commencement, performance, or completion of the Services due to any of the conditions under this section, Consultant shall be entitled to an extension of time only, provided however, that in no event shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.
9. **CONSULTANT RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Consultant:
- A. Consultant shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
- B. Consultant shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- C. Consultant is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement.
- D. Standard of Care. Consultant shall perform all Services in a timely, efficient, and cost-effective manner. The quality of these Services shall be in accordance with the professional standards and the degree of skill and care ordinarily exercised by consultants in the same profession under similar circumstances. Consultant shall, at no additional cost to the Owner, re-perform any Services that fail to satisfy this standard of care. This standard of care shall govern all Consultant performance, regardless of any other provision in this Agreement.
- E. The Deliverables shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Owner.
- F. Consultant shall comply with all applicable federal, state, and local laws, statutes, rules, codes, ordinances, agency regulations and orders of any public, quasi-public or other government authority including without limitation the requirements of the Americans with Disabilities Act of



1990 ("ADA"), as same may be amended from time to time, which have jurisdiction and which are current at the time Consultant renders Services hereunder.

10. **KEY EMPLOYEES.** Employees of Consultant listed on the Staffing Plan in **Exhibit C** are considered Key Employees, Consultant acknowledges that Owner has relied upon and hired Consultant because of the involvement of such individuals. Consultant agrees that such Key Employees shall be assigned to perform the Services. Consultant shall not remove any Key Employees from the performance of the Services absent prior written consent of Owner.
11. **DELIVERABLES.** "Deliverables" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Owner in accordance with the requirements of this Agreement. The Agreement Number, specification number, item number, and any other required identification must appear on all Deliverables submitted to Owner. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. Owner's review, approval, action or inaction taken on the Deliverables is for Owner's convenience and/or to express Owner's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.
12. **OWNERSHIP OF DELIVERABLES.**
 - A. Title to all Deliverables shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression. In the event of early termination of the Services hereunder, Consultant shall deliver to Owner all Deliverables whether complete or not.
 - B. Without limiting the foregoing, Consultant agrees that any Deliverables shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing, including but not limited to patents and copyrights, to Owner and its successors and assigns. Consultant grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Consultant acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Deliverables produced by Consultant under this Agreement. Consultant shall deliver all Works to Owner promptly upon their completion or the sooner termination of Consultant's services hereunder. Consultant agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.
 - C. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
13. **BOOKS AND RECORDS.** Consultant shall maintain, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Services performed under this Agreement, which shall be retained by Consultant for a period of at least four (4) years from and after the completion of all Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon two days prior notice to Consultant.
14. **PROMOTION/CONFIDENTIALITY.** The Consultant, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity



or promotion; to express or imply any endorsement of the Consultant's Work or Services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Consultant may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including but not limited to solicitations except to the extent Consultant must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

15. **SUBCONSULTANT.** If Consultant, as part of the performance of its Services hereunder, is required to commission other consultants ("Subconsultant"), then the following provisions shall apply:

- A. Owner reserves the right to approve or disapprove the use of any Subconsultant for this Agreement;
- B. Consultant shall direct and coordinate the services of any Subconsultant commissioned by Consultant;
- C. Consultant shall bear full responsibility under this Agreement for all services of its Subconsultant(s), including without limitation each Subconsultant's negligent errors and omissions;
- D. The costs of all Subconsultants' services for the performance of Additional Services compensated on a time-and-materials or cost-reimbursable basis shall be billed to Owner without markup;
- E. Owner shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Subconsultant, except as may otherwise be required by law;
- F. All agreements between Consultant and any Subconsultants shall reflect the terms of this Agreement and require the Subconsultant, to the extent of the Services to be performed by the Subconsultant, to assume toward the Consultant all the obligations which Consultant by this Agreement assumes towards the Owner, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Agreement.
- G. Owner shall be a third party beneficiary of all obligations under all agreements between Consultant and any Subconsultants; provided, however, that nothing contained herein or therein shall create any contractual relationship between Owner and any Subconsultant or any obligation of Owner to any Subconsultant.

16. **NOTICE.**

- A. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally to an officer or designated representative of the party to be served or sent by first class mail, facsimile to be confirmed by first class mail, or messenger services and shall be deemed given when received by the addressee. Notices shall be addressed as follows:



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

If to Consultant: Kimley-Horn and Associates, Inc.
Attention: B. Kelley Klepper
421 Fayetteville Street, Suite 600
Raleigh, North Carolina 27601

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

- B. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed 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.

17. THE OWNER'S REPRESENTATIVE.

- A. The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be {cmsrespindividual348} whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Consultant, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Consultant in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Consultant is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's 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 Consultant for all sums required to be paid by the Owner to the Consultant hereunder.
- B. Nothing contained in this Agreement shall create any contractual relationship between the Consultant and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Consultant to the Owner as imposed by this Agreement.

18. **NO AGENCY.** It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer or partner of Owner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Owner and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.



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

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

- 20. **E-VERIFY COMPLIANCE.** The Consultant and its subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees. The Consultant agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Consultant has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subconsultant performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subconsultant. The Consultant shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Consultant's failure to comply with E-Verify requirements referenced herein.
- 21. **SCRUTINIZED COMPANIES.** By executing this Agreement, the Consultant certifies that it is eligible to bid on, submit a proposal for, enter into, or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes. Owner may terminate Agreement immediately upon discovering that Consultant: (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 Consultant 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 Consultant, including, but not limited to the remedies described in Section 287.135, Florida Statutes; and the Consultant shall be paid only for services 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.

22. LEGAL PROCEEDINGS.

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

23. ASSIGNMENT. This Agreement is for the services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.

24. EFFECTIVE DATE. Any Services performed or caused to be performed by Consultant prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement when agreed to by the Owner.

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

26. ENTIRE AGREEMENT.

- A. 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.



- B. 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.

27. CONTRACT DOCUMENTS.

- A. The Contract Documents which comprise the entire understanding between the Owner and Consultant shall only include this Agreement and those documents listed in this section as Exhibits to the Agreement. Each Exhibit is incorporated herein by reference for all purposes.
 Exhibit A: Scope of Services and Deliverables (A-1 through A-10)
 Exhibit B: Rate Schedule and Staff Hour Allocation (B-1 through B-4)
 Exhibit C: Consultant Proposal (C-1 through C-40)
- B. If there is a conflict between the terms of this Agreement and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Exhibits.
- C. If there is a conflict between the terms of the Exhibits the order of precedence is as follows:
 (1) Exhibit A, then (2) Exhibit C.

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

OWNER
CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.

Signature: _____
As authorized by the Board of Supervisors
 Print Name: S.C. Kopelousos
 Title: District Administrator
 Date: February 27, 2026

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

EXHIBIT A
SCOPE OF SERVICES AND DELIVERABLES
CONTRACT NO. C006910

SECTION 1. SCOPE OF SERVICES

Consultant shall provide the following Services:

1.1 Project Description

The Consultant shall prepare concept design, schematic design, design development, construction drawings and material specifications for an area development construction package for the World Drive North Phase 3 project. The Consultant shall remain under contract with Central Florida Tourism Oversight District to provide other contract administrative services as described herein.

1.2 Summary of Scope

The project includes but is not limited to the following design elements: (i) earthen landscape berms; (ii) trees; (iii) shrubs; (iv) ground cover; (v) yard drains; (vi) marquee sign integration; (vii) 3D design development; (viii) irrigation design and integration of its work product into the SD, DD, and CD designs. The scope of the project is generally contained within the future right of ways for World Drive North Phase 3 between Maple Road and South of Seven Seas Drive along Floridian Way, as described in the Limits of Work image on the right.

A. Special attention to the landscape in and around specific project elements shall be as follows:

- Screening of ponds
- Magnolia Palm Drive
- Magnolia Golf Course
- Berms
- Bridge approaches
- NB, SB & Seven Seas Drive Connection to Floridian Way
- Grand Floridian Resort
- Polynesian Village Resort
- Island Tower Resort
- Shades of Green Sign
- Interior of Roundabout
- Magic Kingdom Parking Lot
- Grand Floridian Back of House

B. The Services shall also include:

1. Identification of utility conflicts that will impact the irrigation and plantings.
2. Coordination with the separate Shades of Green graphic designer and incorporation of its design into the Consultant's structural landscape and irrigation, electrical, and hardscape design of the sign.
3. Electrical engineering of power and communication systems for irrigation controllers and any other approved electrical components.
4. Coordination with roadway designers on best maintenance practices of the final roadway design.
5. Review of roadway design for drainage recommendations incorporating area development design.

LIMITS OF WORK

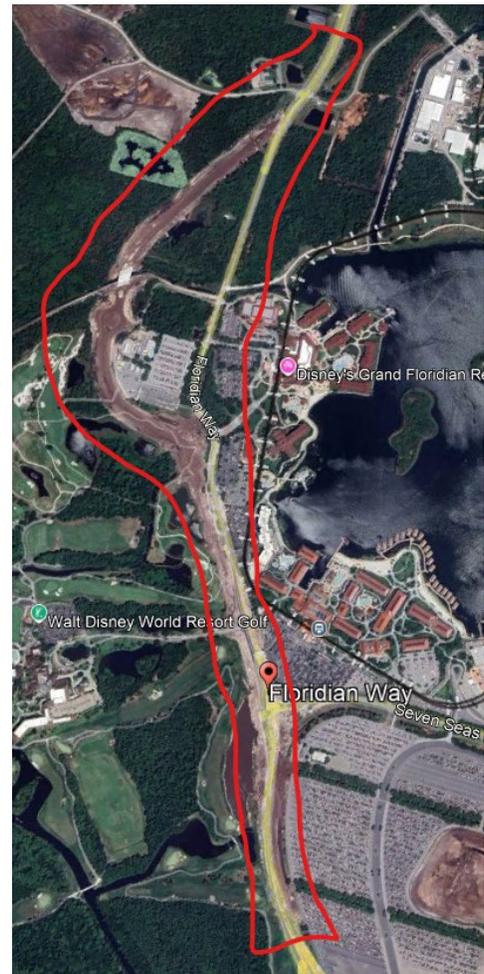


EXHIBIT A
SCOPE OF SERVICES AND DELIVERABLES
CONTRACT NO. C006910

1.3 Scope of Services

A. Discipline

1. Landscape Architecture
2. Electrical Engineering
3. Irrigation Design
4. Civil Engineering (Site Grading)

B. Drawing Standards

1. All drawings shall be generated using the latest version of AutoCAD for the SD, DD and CD level drawings.
2. All drawings and specifications shall be produced in accordance with the Area Development Standards Section 00100 of the Project Manual. What is this?? The Specifications shall be included on the plan sheets.
3. Consultant shall generate, at a minimum, 3D isometric views of the following in full color:
 - a. View from all access points to Roundabouts 1, 2 and 3.
 - b. Views of entry and exits of the following Resorts: Grand Floridian Resort; Island Tower Resort; and Shades of Green.
 - c. Views of the length from both directions of the World Drive North Phase 3 roadway project corridor.
4. All final drawings to be delivered on 22" x 34" drawing size.
5. Consultant shall coordinate project title block with Owner and Owner's consultants.
6. In order to expedite the electronic review process and to minimize the expense associated with creating and transmitting paper documents, the Owner subscribes to multiple web-based, centralized file sharing and document control services, known separately as NewForma® and BIM360® or others as the Owner may identify from time to time. Accordingly, the Consultant shall process all documents supporting the project to which the Consultant's contract pertains, either BIM360® or NewForma®, as directed by the Owner.
7. Drawing contents shall meet the requirements described in the Epcot Building Code, CFTOD Irrigation and Landscape Specifications, CFTOD Land Development Regulations, and WDW Irrigation and Landscape Specifications.

1.4 Meetings

Bi-Weekly design progress meetings throughout the Concept, SD, DD, and Construction Document Design phases at the Owner's office/Microsoft Teams.

1.5 Schedule

The Consultant shall complete all design and review activities in strict accordance with the Project Milestone Schedule included herein.

1.6 Owner Provided Documents

Owner provided PDF drawings from the World Drive North Phase 3 Projects. These drawings are available electronically for viewing and download under the Letter of Interest ("LOI") No. C006910: Area Development Landscape Design for World Drive North Phase 3 at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/134479#bidDocs> and will also be provided in AutoCAD.

Consultant shall study all background information provided by Owner and determine what additional survey, if any, is required to complete its design. Owner will provide additional survey data if required.

1.7 Engineer Estimate

Consultant shall prepare an engineering cost estimate for the project based upon the preliminary engineering plans, including all cost of improvements, preliminary right of way estimates, etc.

EXHIBIT A
SCOPE OF SERVICES AND DELIVERABLES
CONTRACT NO. C006910

1.8 Permit Requirements

The Consultant is required to obtain all federal, state and local permits required to complete the World Drive North Phase 3 Area Development Design scope of services. This includes but may not be limited to the following:

- Utility Locate Permits
- CFTOD Right of Way Use Permit
- RCES Utility Services
- WDW Environmental
- Electrical Permit
- Building Permit

SECTION 2. DELIVERABLES

The Consultant shall prepare the following deliverables:

2.1 Assemble Base Data and Site Analysis

- A. Consultant shall receive and assemble available base data provided by the Owner for preparation of the concept landscape plan. Base data is comprised of up-to-date topographic and boundary survey, and As-Builts. Consultant shall also review available existing site conditions, existing utility and drainage plans, environmental and wetland reports and other available background information provided by the Owner. A topographic survey shall be provided in CADD format.
1. Monorail Proximity Construction Plan shall be reviewed and adhered to when developing the basis of design.
- B. Consultant shall complete a site visit to the property and become familiar with the site and surrounding development and take photographs.
- C. Consultant shall prepare and analyze site photographs of World Drive North Phase 3 indicating the existing plant palette used with the intention of continuing the same plant palette in the affected landscape areas.
- D. Deliverables shall include the following:
1. Assembly and review of base data and topographic survey and preparation of base map;
 2. Preparation of site opportunities and issues analysis exhibit; and
 3. Analysis of existing site photographs.

2.2 Concept Design Documents

- A. Overall Project site plan showing the ROW and all future roadways, roundabouts, and entrance configuration clearly defining the limits of work.
1. Include key for planting schedule.
 2. General landscape layout including: tree placement, shrub bed design, and sod limits.
 3. Identify areas of proposed earthen berming and landscape screening.
 4. Existing utilities in the vicinity of the work.
 5. Shades of Green marquee sign footprint.

2.3 Schematic Design Documents

- A. Provide a basis of design report and code summary.
- B. Area Development Drawings.
1. Overall Project site plan showing the ROW and all future roadways and bridges clearly defining the Limits of the Work.
 - a. Include key for enlarged individual plan sheets.
 - b. Include irrigation POC's and other above ground wet pipe utilities.
 - c. Include electrical service meters, transformers, switches, and other related equipment.
Provide screening plans which also accommodate service access.
 - d. Include ground mounted post signs and traffic regulatory signs.
 2. Grading plans with sufficient contour lines and spot elevations to convey design intent.

EXHIBIT A
SCOPE OF SERVICES AND DELIVERABLES
CONTRACT NO. C006910

3. Planting plan for Trees and standard planting details.
 4. Planting plan for Shrubs and standard planting details.
 5. Other standard details for construction.
 6. SD Level landscape, irrigation, grading, and structural design of Shade of Green marquee sign.
 7. Sod plan.
 8. Incorporate Irrigation Mainline layout.
 9. Incorporate Irrigation POC plan and details.
 10. Incorporate Irrigation controller plan.
 11. Layout drawings using NGVD 29 Disney plane coordinate system.
 12. Identification of possible utility conflicts.
 13. SD level storm water pollution prevention controls.
 14. Coordinate with RCES to document and illustrate the POC for reclaimed water.
 15. Coordinate with RCES to document and illustrate the POC for electrical power.
 16. **Complete USR forms for electrical services, reclaimed water and submit them to RCES. Provide copy of each USR to the Owner.**
- C. Electrical Engineering
1. Provide preliminary layout drawings for lighting, electrical power, communications, and include power needs.
 2. Insert typical POC details for utility services into the design documents.
 3. All electrical engineered drawings must show conformance to Epcot Code.
 4. All specified electrical devices shall be UL approved.
- 2.4 **3-D Modeling**
- A. Provide a three-dimensional model based on approved SD drawings. The model shall be provided in SketchUp or equivalent. At a minimum, the model shall present a comprehensive view of:
1. View from all access points to Roundabouts 1, 2 and 3.
 2. Views of entry and exits of the following Resorts; Grand Floridian Resort; Island Tower Resort; Shades of Green.
 3. Views of the length from both directions of the World Drive North Phase 3 roadway project corridor.
- 2.5 **Design Development**
- A. Elaborate on all of the SD documents described above.
 - B. Add site line studies at intersections to demonstrate compliance with applicable FDOT regulations concerning site lines.
 - C. Add tables for trees and shrubs providing quantities and complete sizing criteria.
 - D. Provide final grading plans.
 - E. Provide additional details and sections and elevations reflecting updated information and coordination with sub consultants.
 - F. Provide photo references for plant materials.
 - G. DD Level landscape, irrigation, hardscape, electrical, grading and structural design of Shade of Green marquee sign.
 - H. Conduct pre-submittal reviews with CFTOD Planning & Engineering and CFTOD Building and Safety.
 - I. DD level written technical specifications.
 - J. Resolve any utility conflicts, sign conflicts, or other conflicts.
 - K. Electrical power needs.
 - L. Design all directional bore crossings for electrical, communication and irrigation. In coordination with RCES utility offset guidelines.

EXHIBIT A
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2.6 100% Construction Drawings

- A. Elaborate on all of the DD documents.
- B. Finalize all Shades of Green marquee sign area development.
- C. Provide additional details and sections and elevations reflecting updated information and coordination with sub consultants.
- D. Provide completed erosion control drawings and completed SWPPP.
- E. Provide completed agronomist report, recommendations for soil amendments, and schedule for soil amendment.
- F. Provide electrical engineering calculations for voltage drop.
- G. Provide photo references for plant materials.
- H. Provide complete plant schedules including materials and color selections and size.
- I. 100% construction drawings shall be signed and sealed by a professional Landscape Architect, Civil Engineer and Electrical Engineer as warranted by discipline.
- J. Consultant shall apply for all applicable permits from the CFTOD Planning & Engineering Department, CFTOD Building and Safety Department, and WDW Environmental.

2.7 CA Phase Services

- A. Meet with Owner and selected Area Development Contractor for 24 one-hour update meetings, throughout the construction phase to review progress and discuss challenges.
- B. Landscape architects services shall be provided during the construction phase for periodic landscape bed, tree and shrub layout site inspections and answers to RFI's.

2.8 Design Review Milestones

- A. Concept Plan Submittal
 - 1. World Drive North Phase 3
 - 2. When the Consultant has completed the Concept Design phase, the Consultant shall formally submit the drawings and all other required and appropriate documents to Owner for review. The Consultant shall incorporate all design review comments from the Owner into the concept design and re-submit them to the Owner for verification. When the Owner provides written confirmation that the concept design documents have been completed, the Consultant shall exit the Concept Design Phase and Proceed to the SD Phase.
- B. SD Documents Submittal
 - 1. World Drive North Phase 3
 - 2. When the Consultant has completed the SD design phase, the Consultant shall formally submit the drawings and all other required and appropriate documents to the Owner for review. The Consultant shall incorporate all design review comments from the Owner into the Schematic Design documents and re-submit them to the Owner for verification. When the Owner provides written confirmation that the SD design Documents have been completed, the Consultant shall exit the SD Design Phase and Proceed to the DD Phase.
- C. DD Documents Submittal
 - 1. World Drive North Phase 3
 - 2. When the Consultant has completed the DD design phase, the Consultant shall formally submit the drawings and all other required and appropriate documents to the Owner for review. The Consultant shall incorporate all design review comments from the Owner into the DD Design Documents and re-submit them to the Owner for verification. When the Owner provides written confirmation that the DD Design Documents have been completed, the Consultant shall exit the DD Phase and Proceed with the CD Phase.
- D. CD Documents Submittal
 - 1. World Drive North Phase 3
 - 2. When the Consultant has completed the CD design phase, the Consultant shall formally submit the drawings and all other required and appropriate documents to the Owner for

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review. The Consultant shall incorporate all design review comments from the Owner into the CD documents and re-submit them to the Owner for verification. When the Owner provides written confirmation that the CD Documents have been completed, the Consultant shall exit the CD Phase and Proceed with the permitting and construction of the project.

2.9 Deliverable Format and Requirements

- A. CFTOD generally follows FDOT requirements regarding plan production, folder structure, file naming convention and levels/layers and symbology requirements as identified in the FDOT Design Manual and FDOT Cadd Manual.
- B. Plans sets will utilize the roadway baselines for layout and alignments of the proposed improvements. Plan sheets showing improvements outside of the roadway plan sheets will be coordinated with the roadway designer to maintain project consistency.
- C. Consultant may use either Microstation or AutoCAD for plan production. Cadd files converted between formats will be coordinated so there are no changes in the alignment of the improvements.
- D. All design cadd files shall be geo-referenced correctly in the project datum and true to scale. Any cadd files used for specific plan details or similar items that are not geo-referenced or true to scale shall be specifically noted as such within the file.
- E. Consultant shall provide Cadd files (2D), 3D Utility Model and PDF files (11 x 17) for all Deliverables.

SECTION 3. PROJECT MANAGEMENT

This task involves the following:

3.1 Bi-weekly Status Meetings

This involves holding bi-weekly design meetings with CFTOD and the Consultant. Sixteen (16) such meetings are anticipated over the duration of this design project.

3.2 Schedule

Within **ten (10) business days** after the notice to Proceed, and prior to the Consultant beginning work, the Consultant shall submit a detailed project activity or event schedule to CFTOD for review and comment.

3.3 Key Personnel

The consultant's work shall be performed and directed by the key personnel identified in the proposal presentations by the Consultant. Any changes in the indicated personnel shall be subject to review and approval by CFTOD.

3.4 Misc. Management Tasks

Stakeholder coordination, separate specific design meetings, assume 6 meetings beyond those identified in the above scope.

3.5 Quality Control

The consultant shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the consultant under this contract. This includes production and implementation of QA/QC plan. Consultant shall be responsible for thoroughly reviewing all existing plans and conditions of World Drive Phase 3 Construction and utility plans with emphasis on grading/drainage, utility locations and elevations. Consultant's QA/QC shall also include Sub-consultant review, response to comments and any resolution meetings if required. The District reserves the right to audit the Consultants QA/QC documentation at their discretion.

3.6 Supervision: Includes all effort required to supervise all technical tasks.

- A. The Consultant must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services.

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3.7 Coordination

Includes all efforts to coordinate with all disciplines of the project team, including subconsultants.

3.8 Invoicing

Invoices shall be submitted promptly according to contract requirements, typically monthly in frequency. Along with the invoice the Consultant shall prepare a memo of work performed within the invoice period for review and payment.

3.9 Meeting Exhibits

General exhibits as required for various stakeholder, agency and CFTOD meetings.

SECTION 4. SPECIFICATIONS

4.1 Provided below is a list of standards. This list is by no means all inclusive, but suggestive of the regulations governing the Consultant's performance. The Consultant shall comply with all applicable Federal, State and Local Regulations in performance of services.

4.2 The Consultant shall ensure that all documents, studies and construction plans, as applicable, are prepared in accordance with the latest editions of the standards, which include, but are not limited to, publications such as:

- AASHTO, "A Policy on Geometric Design of Highways and Streets"
- FDOT Soils and Foundations Handbook
- FDOT Flexible and Rigid Pavement Design Manuals
- FHWA Manual on Uniform Traffic Control Devices
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Design Manual
- FDOT Florida Greenbook
- FDOT Basis of Estimates Manual
- FDOT Construction Project Administration Manual
- Federal Highway Program Manual
- FDOT Drainage Manual
- FDOT Sample, Testing and Reporting Guide
- FDOT Structures Manual
- AASHTO Roadside Design Guide
- FDOT Standard Plans for Road Construction
- FDOT Standard Plans for Bridge Construction
- FDOT CADD Manual
- CFTOD Land Development Regulations
- EPCOT Building Code
- RCES Electrical Construction Specifications
- RCES Underground Construction Rules in the Vicinity of CFTOD Electric Utilities
- RCES Utility Specifications and Construction Standards (including Electric, Natural Gas & Water, Wastewater & Reclaimed Water)
- CFTOD Traffic Signal Equipment Standards
- CFTOD District IT Fiber Standards
- South Florida Water Management District's Environmental Resource Permit Applicant's Handbook Volume I and II
- CFTOD Landscape and Irrigation Specifications and Standard Details
- CFTOD Land Development Regulations

4.3 List of Informational Items

- World Drive North Phase 3 Plans (100% Plans)
 - ITS
 - Lighting
 - Roadway

EXHIBIT A
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- Roll Plots
- Signing
- Structures
- Utilities
- Project Files - Supplemental Attachments and Specifications

Project files are available electronically for viewing and download under the Letter of Interest ("LOI") No. C006910: Area Development Landscape Design for World Drive North Phase 3 at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/134479#bidDocs>. All project files contained therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Agreement by this reference.

 - Limits of Work Exhibit
 - CFTOD Irrigation Specifications (SECTION 32 84 23 LANDSCAPE IRRIGATION)
 - CFTOD Landscape Specifications (SECTION 32 93 00 PLANTING)
 - CFTOD Land Development Regulations
 - Monorail Proximity Construction Plan
 - CFTOD Irrigation Details
 - CFTOD Landscape Details
 - World Drive North Phase III - Construction Drawings
 - World Drive North Phase III - CPM Schedule
 - Roll plot files
 - WDN PH 3_EXHIBIT_2023-04-14
 - World Drive Phase 3 Overall Exhibit

SECTION 5. ADDENDA CLARIFICATIONS

- 5.1 No golf course plans or area development plans are available for adjacent projects at this time.
- 5.2 No tree survey or existing irrigation drawings are available at this time.
- 5.3 No hardscape design is currently planned within the World Drive North Phase III Construction Contract. The successful Landscape Design firm will be tasked with designing the landscape and irrigation that will go in the center of the roundabouts.
- 5.4 RE: Separate points-of-connection (Grand Floridian, Polynesian, Shades, and roadway) for the irrigation systems: At this time, CFTOD anticipates multiple WDW points of connections, a separate Shades of Green point of connection, and multiple CFTOD roadway points of connection.
- 5.5 CFTOD will provide the approved graphic design for the Shades of Green marquee sign. The Landscape Architect (Consultant) shall be responsible for the structural design and permitting, landscape, irrigation, electrical, and hardscape design of the sign.
- 5.6 RE: Overall roll plot of the Phase 3 limits of construction: Two roll plot files for consultant's reference have been uploaded to the Documents tab labeled WDN PH 3_EXHIBIT_2023-04-14 and World Drive Phase 3 Overall Exhibit. These files are available at the link above under the Project Files.

SECTION 6. ELECTRICAL SAFETY POLICY

- 6.1 Implicit on all electrical work performed at any of the Owner's properties is the Consultant's (and its Subconsultant's and Sub-subconsultant's) strict compliance with the Owner's Electrical Safety Policy ("policy").
- 6.2 The policy is that all electrical work *shall* be performed de-energized as a standard work practice. This policy applies to the Consultant, its 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. Consultant is expected to exercise good judgment and take

EXHIBIT A
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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.
- 6.3 The Consultant agrees that its employees and agents and the employees of any of its Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants 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.
- 6.4 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 shall be completed. The intent of the briefing is to provide notification for performing energized work to the Owner's Representative 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
 - Personal protective equipment to be utilized
 - Job work plan summary
 - Record of the names of all workers involved in the work/briefing
- 6.5 The Consultant understands and agrees that the Owner, throughout the term of the Agreement, may review the Consultant's, Subconsultant's, and Sub-subconsultant's safe work plan(s) to confirm for its operations and the safety and wellbeing of its cast, guests and invitees that adequate contingency plans have been considered in the event of an inadvertent interruption of electrical service.
- 6.6 Consultant shall establish or shall cause its Subconsultants or Sub-subconsultants to establish appropriate boundaries to restrict access around the work based on the type of hazard present. A **flash protection boundary** shall be established by the qualified person of the Consultant or its Subconsultants or Sub-subconsultants 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.
- 6.7 A **limited approach boundary** shall be established by the qualified person of the Consultant or its Subconsultants or Sub-subconsultants 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.
- 6.8 The Consultant understands and agrees that it is the responsibility of the Consultant to ensure compliance with all applicable safety laws, codes regulations and rules as well as adherence to the policy for all electrical work. The Owner reserves the right to observe and/or audit the Consultant's (or its Subconsultants' or Sub-subconsultants') work without notice. The Consultant expressly understands and unequivocally agrees that any failure to strictly comply with any applicable safety laws, codes, regulations, and the rules of this policy is a material breach of the Agreement and may result in an immediate work stoppage or termination of the Agreement at no additional cost to the Owner.

EXHIBIT A
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SECTION 7. MILESTONE SCHEDULE

NTP	Selection	8-01-26	
	Negotiation	8-01-26	15-02-26
	Notice to Proceed	27-02-26	27-02-26
BASE	Receive Base Files & Generate Base Model	1-03-26	14-03-26
	Generate Constraints Map	15-03-26	30-03-26
	Generate Opportunities & Constraints Report	1-04-26	7-04-26
CONCEPT	Concept Design Drawings Submittal (Includes 2 Reviews with WDW)	7-04-26	21-04-26
	Owner Review Period	21-04-26	28-04-26
	Incorporate Owner's Comments	1-05-26	7-05-26
	Finalize Concept Design Drawings (Owner Approved)		14-05-26
SD	Submit Schematic Design Drawings to Owner (Begin UAO Submittals & RCES Utility Permit) (Includes 2 Reviews with WDW)	15-05-26	7-06-26
	Owner Review Period	7-06-26	14-06-26
	Incorporate Owner's Comments	15-06-26	28-06-26
	Finalize Schematic Design Drawings (Owner Approved)		30-06-26
DD	Submit Design Development Drawings (Includes 3-D Model) (Submit Building & Electrical Permits, CFTOD ROW, WDW Env. Permits) (Includes 1 Review with WDW)	1-07-26	24-07-26
	Owner Review Period	24-07-26	7-08-26
	Incorporate Owner's Comments (Includes 3-D Review Comments)	7-08-26	26-08-26
	Finalize Design Development Drawings (Owner Approved)		26-08-26
CD	Submit Construction Drawings to Owner (Includes 1 Review with WDW)	26-08-26	9-09-26
	Owner Review Period	9-09-26	16-09-26
	Incorporate Owner's Comments	16-09-26	25-09-26
	Finalize Construction Drawings (Owner Approved)		25-09-26
Post-Design	Bidding & Award	25-09-26	15-02-27
	Construction & CA Services	15-02-27	16-09-27
	Punch List		16-09-27
	Final Acceptance		3-10-27

END OF EXHIBIT A

EXHIBIT B
RATE SCHEDULE AND STAFF HOUR ALLOCATION
CONTRACT NO. C006910

I. Schedule of Billing Rates: The following establishes the hourly billing rates in effect throughout the Agreement.

Labor Classification	Fully Loaded Hourly Rate
Project Manager	\$206.30
Chief Landscape	\$335.67
Sr. Landscape	\$253.55
Project Landscape	\$241.87
Landscape Architect	\$186.29
Landscape Designer	\$147.30
Sr. Engineer 2	\$311.32
Sr. Engineer 1	\$295.69
Chief Engineer 2	\$360.91
Chief Engineer 1	\$325.31

Labor Classification	Fully Loaded Hourly Rate
Engineer 2	\$232.88
Engineer 1	\$175.63
Engineering Intern	\$166.85
Chief Scientist	\$260.95
Sr. Environmental Specialist	\$176.19
Chief Designer	\$229.86
CADD/Comp. Tech	\$126.58
Graphic Designer	\$174.65
Secretarial/Clerical	\$121.34

II: Itemization of the Fee: The following itemizes the Fee and corresponds to completion of the Scope of Services set forth in Exhibit A:

Labor Classification	Total Hours (all tasks)	Fully Loaded Hourly Rate	Total Fixed Fee
Project Manager	248	\$206.30	\$51,162.07
Chief Landscape	72	\$335.67	\$24,168.33
Sr. Landscape	24	\$253.55	\$6,085.12
Project Landscape	40	\$241.87	\$9,674.65
Landscape Architect	219	\$186.29	\$40,798.38
Landscape Designer	456	\$147.30	\$67,170.85
Sr. Engineer 2	65	\$311.32	\$20,236.02
Sr. Engineer 1	35	\$295.69	\$10,349.32
Chief Engineer 2	29	\$360.91	\$10,466.32
Chief Engineer 1	25	\$325.31	\$8,132.68
Engineer 2	70	\$232.88	\$16,301.87
Engineer 1	251	\$175.63	\$44,084.02
Engineering Intern	30	\$166.85	\$5,005.46
Chief Scientist	20	\$260.95	\$5,218.99
Sr. Environmental Specialist	20	\$176.19	\$3,523.86
Chief Designer	20	\$229.86	\$4,597.14
CADD/Comp. Tech	226	\$126.58	\$28,606.16
Graphic Designer	10	\$174.65	\$1,746.46
Secretarial/Clerical	70	\$121.34	\$8,494.11
TOTAL SALARY AMOUNT			\$365,821.81
Subconsultant: Hines, Inc.			\$64,501.40
Subconsultant: Buholtz Professional Engineering, Inc.			\$38,420.00
TOTAL FIXED FEE			\$468,743.21

NOTE: The fully loaded hourly rates above cover Consultant's profit, overhead, direct expenses, and all costs of any nature whatsoever (including, without limitation, taxes, labor and materials).

EXHIBIT B
RATE SCHEDULE AND STAFF HOUR ALLOCATION
CONTRACT NO. C006910

STAFF HOUR ALLOCATION																				
Staff Classification	Project Manager	Chief Landscape	Sr. Landscape	Project Landscape	Landscape Architect	Landscape Designer	Sr. Engineer 2	Sr. Engineer 1	Chief Engineer 2	Chief Engineer 1	Engineer 2	Engineer 1	Eng. Intern	Chief Scientist	Sr. Env. Specialist	Chief Designer	CADD/Comp. Tech	Graphic Designer	Secretarial/Clerical	Total Hours
Task 1 - Project Management																				
1.1 Review Existing Documents & Plans	5	5	5			10		10												35
1.2 Field Reviews	10	10				10														30
1.3 Coordination w/ Separate Consultants	5																5			10
1.4 Coordination w/ Sub-Consultants	5																5			10
1.5 Project Budget, Schedule, Meetings	30	5																	20	55
Task 2 - Create Background Files																				
2.1 Data Gathering	5				5	5						5	10				5	10		45
2.2 File Conversion and Compilation					5	5											5			15
2.3 Incorporation of Separate Survey Data					5	5											5			15
Task 3 - Basis of Design																				
3.1 Generate Constraints Map					5	10					5			5	5		10			40
3.2 Generate Opportunity & Constraints Map	5	5	5			10											10			35
3.3 Code Check & Summary	5			10		10			10								10			45
Task 4 - Concept Plans																				
4.1 Overall Site Plan (Includes Shades of Green Footprint & Utilities)	2	5			5	5								5	5		5			32
4.2 Grading Plan	2	5			5	5			10			5				20	5			57
4.3 Tree Plan	2	5			5	10											5			27
4.4 Shrub Plan	2	5			5	10											5			27
4.5 Utility Avoidance Plan	2	2			5	5				10							5			29
Task 5 - Schematic Plans																				
5.1 Overall Site Plan (Includes Utilities, Signage)	2	5			2	2						2					2			15
5.2 Grading Plan	2	5			5	5		10				5	10				5			47
5.3 Tree Plan	2	5			5	10											5			27
5.4 Shrub Plan	2	5			5	10											5			27
5.5 Ground Cover Plan	2	5			5	10											5			27
5.6 Planting Details	2				5												5			12
5.7 Incorporate Electrical Power Plan and Details from Separate Consultant	2																10			12

EXHIBIT B
RATE SCHEDULE AND STAFF HOUR ALLOCATION
CONTRACT NO. C006910

Staff Classification	Project Manager	Chief Landscape	Sr. Landscape	Project Landscape	Landscape Architect	Landscape Designer	Sr. Engineer 2	Sr. Engineer 1	Chief Engineer 2	Chief Engineer 1	Engineer 2	Engineer 1	Eng. Intern	Chief Scientist	Sr. Env. Specialist	Chief Designer	CADD/Comp. Tech	Graphic Designer	Secretarial/Clerical	Total Hours
Task 5 - Schematic Plans (continued)																				
5.8 Incorporate Irrigation Plans and Details from Separate Consultant	2																10			12
5.9 Structural Plans for Shades of Green Sign	2						15		5			15					5			42
5.10 SWPPP Plans	5						5	5				5								20
5.11 UAO Process	5							5											20	30
5.12 RCES Utility Permit	5						5	5			10	10							10	45
Task 6 - Design Development Plans																				
6.1 Overall Site Plan	2			2	2	2			2			2					2			14
6.2 Grading Plan	2			2	5	5			5			5	10				5			39
6.3 Sight Line Study				10	5	10				5							5			35
6.4 Tree Plan	2			2	5	15											5			29
6.5 Shrub Plan	2			2	5	15											5			29
6.6 Ground Cover Plan	2			2	5	10											5			24
6.7 Planting Details																	5			5
6.8 Incorporate Electrical Power Plan and Details	2					5											5			12
6.9 Incorporate Irrigation Plans and Details from Separate Consultant	2					5											5			12
6.10 Structural Plans for Shades of Green Sign	2						20					20								42
6.11 SWPPP Plans	2						5					5								12
6.12 CFTOD Building & Electrical Permits, CFTOD ROW Permit, and WDW Env Permit	10						5					10							10	35
6.13 RCES Utility Borings	2						5				5	10								22
Task 7 - Final Construction Drawings																				
7.1 Overall Site Plan	2			2	2	2			2			2					2			14
7.2 Grading Plan	2			2	2	5			10			10					5			36
7.3 Tree Plan	2			2	2	10											5			21
7.4 Shrub Plan	2			2	2	10											5			21
7.5 Ground Cover Plan	2			2	2	10											5			21
7.6 Planting Details																	5			5
7.7 Incorporate Electrical Power Plan and Details	2					5											5			12

EXHIBIT B
RATE SCHEDULE AND STAFF HOUR ALLOCATION
CONTRACT NO. C006910

Staff Classification	Project Manager	Chief Landscape	Sr. Landscape	Project Landscape	Landscape Architect	Landscape Designer	Sr. Engineer 2	Sr. Engineer 1	Chief Engineer 2	Chief Engineer 1	Engineer 2	Engineer 1	Eng. Intern	Chief Scientist	Sr. Env. Specialist	Chief Designer	CADD/Comp. Tech	Graphic Designer	Secretarial/Clerical	Total Hours
Task 7 - Final Construction Drawings (continued)																				
7.8 Incorporate Irrigation Plans and Details from Separate Consultant	2					5											5			12
7.9 Structural Plans for Shades of Green Sign	2						5					15								22
7.10 SWPPP Plans	2								5			5								12
7.11 Agronomist / Soil Report	2													10	10		5			27
7.12 Final Permits - RCES Utility, Building & Electrical, CFTOD ROW, WDW Env.	10					10											10		10	40
Task 8 - 3D Modeling																				
8.1 Create Utility 3D Model			2		5						20	60								87
8.2 Create Roadway 3D Model			2		5						20	60								87
8.3 Create Landscape 3D Model			2		20	60														82
Task 9 - Construction Administration																				
9.1 Attend 25, One Hour Weekly Meetings throughout Construction Phase	25					25														50
9.2 Provide 180 Hours for Inspection and RFI Responses	20				80	80														180
Task 10 - Meetings																				
10.1 Bi-Weekly Design Review Meetings in Concept Phase	4		4			4														12
10.2 Bi-Weekly Design Review Meetings in SD Phase	4		4			4														12
10.3 Bi-Weekly Design Review Meetings in DD Phase	4					4														8
10.4 Bi-Weekly Design Review Meetings in CD Phase	4					4														8
10.5 One Post Bid Review Meeting	2					2														4
10.6 Six Stakeholder Meetings	12					12														24
Total Staff Hours	248	72	24	40	219	456	65	35	29	25	70	251	30	20	20	20	226	10	70	1,930

END OF EXHIBIT B

LOI # C006910

WORLD DRIVE

North Phase 3 Area Development Design



Prepared for

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

Prepared by

Kimley»»Horn

Expect More. Experience Better.

A. COVER LETTER

November 21, 2025

Central Florida Tourism Oversight District
Procurement & Contracting Department
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

KIMLEY-HORN
200 South Orange Avenue
Suite 600
Orlando, FL 32801

RE: LOI# C006910; WORLD DRIVE NORTH PHASE 3 AREA DEVELOPMENT DESIGN

Dear Central Florida Tourism Oversight District and Members of the Selection Committee,

Kimley-Horn is excited to submit a letter of interest in response to the World Drive North Phase 3 Area Development Plan. On behalf of our over 9,500 employees in more than 140 offices nationwide, I want to unequivocally state Kimley-Horn’s interest in providing the services required for a successful design effort. As you evaluate consultants, we hope you will consider the following factors that we believe make Kimley-Horn your ideal choice:

OUR TEAM SUCCESSFULLY COMBINES VISION AND PRACTICALITY. Kimley-Horn has the right blend of vision, technical expertise, and practical experience to implement solutions that achieve your goal of creating high visual impact with a distinctive sense of place at a reasonable cost. We’ve collaborated with Walt Disney World Imagineering (WDI) on projects like Floridian Place and Western Way; Disney Springs Lime, Orange and Grapefruit Parking Garages; and Third Venue at Wide World of Sports (WWOS), where we also worked with Disney’s Horticulture and Pest Management team, WWOS Operations, and the Integrated Lean Project Delivery design team. Together, we crafted solutions so that the landscape budget came in on target, and the hardscape came in \$60,000 under the budgeted final target cost (FTC). In addition, our trusted subconsultants, **Brian Buholtz with Buholtz Professional Engineering, Inc.** and **Mike Prevost with Hines, Inc.** have extensive experience with CFTOD on multiple ongoing projects and integrate seamlessly with the Kimley-Horn team.

INTEGRATED DESIGN AND VISUALIZATION PROCESS INCREASES DESIGN PRODUCTIVITY. Kimley-Horn has developed an integrated design approach that incorporates 3D modeling and visualization design tools into our standard design process. This has proven to be extremely beneficial for several similar projects. The benefit of building a thorough and accurate model in an efficient manner will be realized during the production of the required renderings as outlined in the RFP, especially the grading and berming associated with buffering or highlighting certain views. We understand the iterative nature of working on CFTOD/Disney projects and the nature of large roadway projects—in telling a story to guests and creating a sense of arrival. **Please utilize the following link of sample roadway animation—<https://vimeo.com/335200016>.**

COMPREHENSIVE UNDERSTANDING OF FDOT/AASHTO DESIGN CRITERIA AND CFTOD STANDARDS. Kimley-Horn has completed hundreds of landscape designs as part of major state/county/city roadway and interchange projects. Developing a comprehensive constraints plan that clearly outlines site line, clear zone, and other critical safety standards—not to mention the roadway and utility plan improvements such as guide rails, mechanically stabilized earth (MSE) walls, overhead constraints, future video/ITS cameras, and underground utility conflicts—will influence the early concept plans. The more precise we are with these early business decisions and identification of constraints, the better able we will be to maximize our efforts in the correct locations and design within your budget.

OUR INTERNAL STRUCTURE BENEFITS OUR CLIENTS. Kimley-Horn operates as a single cost/profit center. Our offices and disciplines do not compete with one another. Instead, we work collaboratively to meet our clients’ needs and exceed their expectations. We can seamlessly assign the most appropriate professionals from any of our offices to meet their specific needs. With more than 180 landscape architecture design professionals across the firm, we have the resources to meet and exceed your schedule demands. We have intentionally set up three design studios, including eight team members in Orlando, twenty in Sarasota, and three in Lake Nona, to fast-track final design as roadway construction and timing allows. **The benefit to CFTOD is the ability to save or even make up time in the schedule, provide consistency of design throughout all three round abouts, and deliver a final product that enhances the user experience sooner.**

That being said, we want to prove this to you. As you review our proposal, please don’t hesitate to contact us should you have any questions or require additional information. We look forward to contributing to the success of your project.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



MATTHEW FRANKO, PLA | Project Manager
6875 Marwick Lane, Suite 350
Orlando, FL 32827
407.427.1629 | Fax: N/A
Matt.Franko@kimley-horn.com



SCOTT MINGONET, PLA, AICP | Authorized Signer
200 South Orange Avenue, Suite 600
Orlando, FL 32801
407.427.1622 | Fax: N/A
Scott.Mingonet@kimley-horn.com

Note: As a Senior Vice President of the firm, Scott Mingonet, PLA, AICP is fully authorized to represent Kimley-Horn in any negotiations and sign any contract that may result.

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WORLD DRIVE North Phase 3 Area Development Design

B. SCOPE UNDERSTANDING, APPROACH, AND MANAGEMENT PLAN

Kimley-Horn's approach and methodology will be tailored and refined to fit CFTOD's goals, objectives, and schedule, but the focus will be based on three constant, over-arching principles:



Project management is both an art and a science at Kimley-Horn. We employ a structured approach to all of our projects integrating resource, schedule, and budget management for each project in which we are involved. Our entire approach to project management is characterized by the following philosophies and policies that are ingrained into the Kimley-Horn culture:

Our project management structure is based on a two-tiered approach of senior, Principal-led involvement by **Greg Witherspoon, PLA, AICP**, who has 26 years of experience, and day-to-day coordination by **Matt Franko, PLA**, who is our project manager and team lead with 13 years of experience. This structure allows for communication consistency with CFTOD so that command and control of the project is maintained at all times. Greg will have the authority to allocate resources from across the firm, having access to over 400 landscape architect professionals and over 175 registered landscape architects, and correct problems without the need for senior management approval in order to maintain a very aggressive schedule. We will view the project from your perspective, examine issues in a strategic context, and provide you with tactical solutions.



Quality control is integrated into the management process and begins with the team assigned to undertake this project. Recognizing the critical importance of careful quality control, we have developed an extensive internal quality control program with a 200-page manual to guide this process, which is routinely implemented on our projects. There will be no learning-curve impact on quality for the Kimley-Horn team.

For this project, we have identified and committed a core team of individuals that will remain on the project to provide efficient and responsive production. The access to another 40 landscape architects in Florida will provide a deep bench and resource team available to meet critical deadlines or “crunch” schedules if required to meet critical milestones. With Kimley-Horn, our resources will allow us to employ a consistent “all hands on deck” approach when it comes to the project.

Our approach to frequent communication and to quality assurance/quality control will relieve CFTOD staff of any significant project review efforts. A QA/QC review of project solutions and analysis, together with design reviews, will ensure a top-quality deliverable for CFTOD. In short, Kimley-Horn's management approach is team oriented, no-nonsense, results based, and saturated with top-quality people who routinely produce superior results.

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Our **Design Process** starts with an experienced team that has the right blend of vision, technical expertise, and practical experience to implement solutions that achieve your goal of creating high visual impact with a distinctive sense of place at a reasonable cost. Without vision, landscape designs often reflect the status quo, and with a lack of implementation experience, untested design concepts can lead to maintenance nightmares. Constructing the selected design in an efficient and timely matter, consistent with public expectations, is the last stage of successful project implementation and the design process. Good final design, accurate bid documents, and management of construction are important factors for a successful, cost-effective project.

The following typical project sequence demonstrates how these key project components will be incorporated into our management approach for CFTOD. We have developed a sample design project sequence that illustrates critical tasks and milestones. In general, there are three phases to successfully complete any project assigned under this contract in a timely fashion with a focus on cost control.

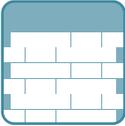
1. PRELIMINARY DESIGN PHASE

It is during this phase that the problem is clearly defined, improvement objectives are set, and a feasible solution is developed within the “Big Idea.” Our team will collect the data necessary to analyze the situation. An analysis will then be performed to highlight opportunities and constraints, as well as safety/setback criteria, and the identification of “Big Ideas” that begin to “Tell the Story” for the project. As an example, we have provided a site analysis on the following pages. Evaluation will include comparison of the degree to which each alternative meets the objectives, cost analysis, and constructability.

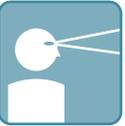
A sample of some of the analysis components is outlined below.

Basis of Design Report (BOD) General Criteria

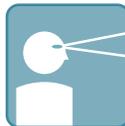
EXISTING INVENTORY

							
Trees	Presence of Exotics Adjacent to Remaining Material to be Retained	Ponds Wet vs. Dry	Retaining Walls	Signage	Lighting	Irrigation	Adjacent Users

ANALYSIS AND CONSTRAINTS

						
Electric - overhead/underground	Underground utilities	Wet Ponds vs. Dry Ponds	Drainage Conveyance	Intersections Stop Control, Signalized, etc.	Site Line Criteria (e.g. FDOT Index 546)	Clear Zone

DESIGN CONSIDERATIONS

					
Functional Classification	Design Speed	Decision Sight Distance	Vertical Clearance	Control Zone Clearance	Maintenance

Below are some additional key design criteria and thought processes during this phase:

- Understanding the importance of a “sense or arrival” and incorporating it into the guest’s experience as they travel along World Drive – particularly the importance for the round-a-bouts and thoughtfully creating impactful landscapes within them.
- Concept of “right plant/right place.” Sometimes plants on top of slopes receive less water than at bottom of slopes especially if adjacent to lateral stormwater conveyance or swales.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
WORLD DRIVE North Phase 3 Area Development Design

- Consider breaks in material beds for access and maintenance, as well as replacement of dead material.
- Native, Florida-friendly, low water, and fertilization requirements should always be considered.
- Obtain soil samples, especially where material has been imported and where old road beds may still exist. Map these areas as part of the constraints exercise.
- Consider issues like Lethal Bronzing Disease and the Florida Invasive Species Council Class II list and Watch List for plant material selections.

Understanding that these roadways are the “front door” to valuable property elements, we will utilize design cues from areas like the Grand Floridian entry area (see site analysis exhibit) to extend plant material palettes or the adjacent buffers and screening material at parking areas (see photo) to provide a sense of design consistency. We understand the high visual value associated with this area and will work tirelessly to enhance an already valuable part of property. (see site analysis exhibit)



Another significant tool during this phase is **utilizing modeling software** like Sketchup and Lumion. As part of our schematic design process, we will develop 3D visualizations, as defined in the scope of work, that illustrate elevation constraints and key pedestrian connections as well as highlight bold, visual landscape impacts. This will ensure that CFTOD, potential stakeholders, or adjacent users can buy in or have a higher level of confidence in the plans prior to moving forward with more time-consuming design development and construction documentation plans.

3D Visualization – Before



Constructed



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WORLD DRIVE North Phase 3 Area Development Design

2. FINAL DESIGN PHASE

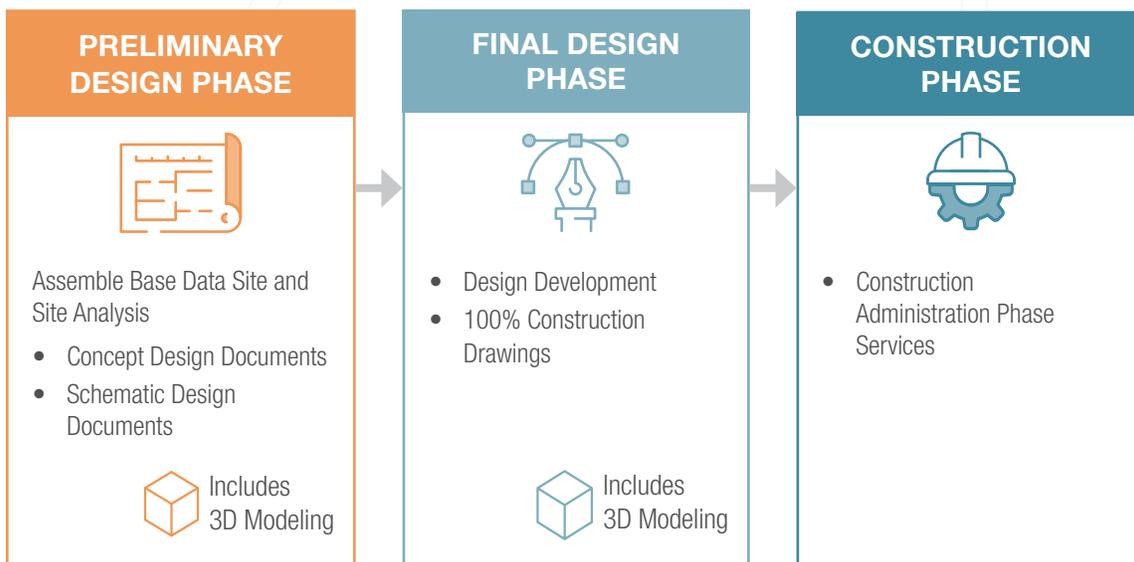
At this point, a preferred design has been selected. The Kimley-Horn team will prepare complete construction documents suitable for competitive bidding. Kimley-Horn worked closely with Brian Buholtz of Buholtz Professional Engineering on the recent ESPN WWOS Third Venue, as well as maintenance and operations personnel, to address site specific requirements that were slight deviations from the standards. We understand how to effectively and efficiently utilize standards but are adept enough, and communicate throughout the final design process, to understand standards do change. We will be cognizant of this and create a dialogue to ensure the very best design with an eye on operations, maintenance, and budget. The Opinion of Probable Construction Costs will be updated as the project details are developed. Initial design directives determined during pre-application meetings held at the start of the Preliminary Design Phase will be reviewed for consistency, and CFTOD stakeholders will be followed-up with to ensure their original directives have not been adjusted.

3. CONSTRUCTION PHASE

Post-design services are pivotal to success. This is the time when landscape drawings come to life. One of the most important tasks during this phase is the approval of proposed landscape material, whether it is through field visits to nurseries or through photographs of proposed material. The long-term success of a landscape can be greatly determined by the quality of the plant material and landscape planting procedures performed at the nursery. Our team is experienced in identifying common issues associated with nursery-grown stock, including the issues that can be corrected and which require rejection of the plant material. Our in-house certified arborists will be integral to this process.

Being **responsive** to your needs and **adapting** our personnel to meet your wide-range project types is key. Kimley-Horn maintains an effective and accurate accounting of projected staff hours for up to a six-month time period. We know our availability at any given moment, and because we have access to 40 landscape architects in Florida, we can assure you that we have the required resources to meet increased schedule demands at any time.

We recognize that schedule control is critical to the success of your projects. Meeting your schedule for deliverables is not just a goal to us—it is a mandate. Schedule control is tied to people. Together, their experiences, vision, management styles, and philosophies affect all components of a project approach and its execution. Identifying realistic goals, developing a focused action plan that addresses only those items necessary to accomplish the goals, anticipating the implications of decisions made in early phases to future phases, and preparing a mechanism for addressing unexpected challenges are important in establishing and maintaining project schedules. They build the framework for completing a successful project on time. Paramount to the success of any project is continued partnering between the project team and the client throughout the project to adapt as necessary to unforeseen circumstances. We will include critical decision-making points in our work plans so that the project team and CFTOD staff can agree upon the best course of action to keep the project on track. There will always be unexpected challenges unique to any given project; it is critical that an approach be developed that builds in mechanisms for dealing with the unexpected.

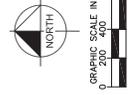


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Exhibit C- Consultant Proposal

SYMBOL LEGEND:

- Landscape
- Enhanced Landscape
- Landscape Berms
- Planting on Slope
- Irrigation
- Intersection
- Overhead Signage
- Sight Line Clearance
- Clear Zone
- Underground Utility
- Maintenance
- Structures
- Ponds
- Bridges / Overpass
- Point of Significance



World Drive North Extension Phase III
 Site Analysis Exhibit
 November 2025

C. QUALIFICATIONS, EXPERIENCE, AND SIMILAR DESIGN PROJECTS

QUALIFICATIONS AND EXPERIENCE WITH SCOPE OF SERVICES



LANDSCAPE AND HARDSCAPE DESIGN

Kimley-Horn has extensive experience in downtown redevelopment and streetscape projects. These projects include detailed work in fountains, lighting systems, banners, special paving, landscaping, vehicular and pedestrian traffic integration, and site amenities such as street furniture, recreation facilities, and site graphics. An area is often defined by its physical environment and aesthetic qualities. Kimley-Horn’s landscape architects and urban designers tastefully integrate a project’s identity into the surrounding community through aesthetics and repetition of unifying design elements—from structural feature components down to directional signage and pavement treatments.

Irrigation Systems

Water conservation has become a central issue in designing and maintaining landscapes in Florida. Kimley-Horn recognizes the need for proper irrigation design that uses the most recent technology in controllers, irrigation heads, micro-irrigation, and bubbler systems. We will provide professional irrigation design including support from our in-house Certified Irrigation Designers (CID), to integrate with water management solutions to meet the specific site and environmental conditions of this project. We intend to ensure that water conservation, water management, and irrigation design are wholly addressed—with a sensitivity to the environmental conditions of the site.

Planting

Our philosophical approach to planting design in the public realm is rooted in the belief that parks are a foundation for high-quality, livable, resilient communities. Creating an aesthetically pleasing environment using natural elements creates a lasting environment that will flourish in sync with your growing community. We believe that the principles of equity, multiple benefits, and sustainability should be championed in the parks that serve the communities where we live, work, and play while balancing implementation and maintenance program requirements.



Berms

Kimley-Horn brings extensive expertise in landscape architecture, including the design and implementation of berms as functional and aesthetic elements within complex site developments. Our work spans residential, hospitality, and civic projects, where berms are integrated to enhance visual interest, manage stormwater, and support environmental sustainability. Kimley-Horn’s collaborative, interdisciplinary approach ensures that berms are thoughtfully incorporated into broader site planning strategies, including irrigation systems, planting schemes, and aesthetic enhancements. Kimley-Horn is committed to creating spaces that are not only constructible and maintainable but also memorable and contextually responsive.

Signage and Aesthetic Enhancements

Kimley-Horn works closely with graphic and lighting specialists to design and select wayfinding graphics and light fixtures that are thematically and functionally appropriate for each project. Working with the client and architect, wayfinding graphics and lighting based on a theme or story helps to add continuity of design and style, and both can help to provide clarity of directional cues for autos, service providers, bicyclists, and pedestrians. The appropriate level of lighting in public spaces results in a fixture quantity that is used to enhance the overall design experience and sense of arrival to provide user security yet not spill over to adjacent uses.



DRAINAGE AND STORMWATER MANAGEMENT

Kimley-Horn delivers integrated stormwater and drainage solutions that are essential to the success of our design projects. Our team supports a wide range of municipal, county, residential, agricultural, commercial, and industrial developments with proven expertise in hydrologic and hydraulic analysis, stormwater quality and quantity management, and the design of water control structures.

We are well-versed in permitting through local water management districts and stay ahead of evolving regulatory requirements—including the upcoming shift from treatment volume to nutrient removal standards, effective January 1, 2026. Our technical knowledge and proactive approach allow us to develop stormwater management plans and reports that are both compliant and performance-driven, helping our clients move forward with confidence.



ENVIRONMENTAL

Kimley-Horn maintains an experienced team of senior environmental scientists, geologists, hydrogeologists, planners, and field technicians with expertise in a wide range of environmental planning and problem-solving services such as permitting, corridor location studies, environmental assessment reports, and environmental analyses. Services the firm provides include underground storage tank assessment, asbestos management, spill cleanup, and hazardous waste disposal. In addition, the firm is a leader in biological environmental issues, such as wetland delineation and critical habitat identification. Their staff is experienced and well-versed in RCRA and CERCLA regulations governing hazardous waste in all of the 48 contiguous United States, and OSHA-certified to perform investigations on sites with hazardous chemicals.



SURVEYING AND MAPPING

Our trusted subconsultants, **L&S Diversified, LLC**, will provide survey, mapping, and SUE services. L&S Diversified is a fully integrated firm positioned to design, survey, map, model, and designate utilities for governments, businesses, and organizations in the state of Florida. They provide surveying and mapping, construction surveying, LiDAR, GIS and subsurface utility engineering to the transportation, private development, environmental, energy, and government markets. Since inception, L&S Diversified has expanded services from traditional surveying & mapping to LiDAR and sub-surface utility engineering. L&S currently has a 3-year employee extension contract with FDOT District 5 for Right of Way Mapping. They have successfully completed several transportation surveying projects that include control surveys, topographic and boundary surveys, right of way surveys and mapping, sketch and legal descriptions for land acquisitions, and centerline alignment and right-of-way monument staking.



UTILITY DESIGN

Kimley-Horn has prepared numerous underground utility designs across the country. This design experience is the foundation of our ability to provide timely, practical, effective design and execution. Just about every land development, transit, and major infrastructure upgrade we perform involves the installation of underground electric, telephone, and cable utilities. From simple services for commercial and residential buildings to streetscape renovations, Kimley-Horn has designed and extensively coordinated with utility providers to deliver completed underground utility projects for many other clients. With our depth of overhead to underground conversion experience, Kimley-Horn can provide cost-savings benefits to CFTOD by identifying and eliminating over designed electrical and communications infrastructure that may only benefit the utility provider.

Electric and Secondary Electric

Our trusted subconsultants, **Buholtz Professional Engineering, Inc.**, will provide electric and secondary electric services. They specialize in all aspects of mechanical, electrical, and plumbing design. With over 90 years of experience in electrical and IT design, BPE provides accurate and efficient designs using sound engineering judgment. Careful research and constant evaluation of the latest codes, guidelines, and technologies ensure your project will be up to date with current building standards. Specific services include power distribution, lighting analysis and design, fire alarm, voice, data, intercommunication, TV, and security systems.

Irrigation (Reclaimed and Potable Water)

Our trusted subconsultants, **Hines, Inc.**, have successfully designed irrigation infrastructure systems for multi-phase municipal, mixed use, and residential development projects, golf courses, parks & University campuses. Hines Inc. is a group of Water Planners, Engineers and Horticulturists committed to stewarding Water Resources from source development to long-term monitoring and management. Applying engineering principles to the design of efficient water delivery, mechanical systems & sprinkler irrigation systems, they have successfully addressed the water management needs of a wide variety of clients. Hines staff provides water quality, soil health and on-going water & infrastructure consulting services. Their engineers have been retained to work on sites of many sizes, from 1 to over 25,000-acres. As a result of such a wide range of experience with both small and large irrigation systems, our staff members are experts in the design & management of many types of water storage and transfer systems serving private systems and regional municipal water districts. Their knowledgeable Engineering and Design team handles critical issues involved in the successful design of complex control systems related to equipment capacity, retrofitting, development phasing, accessibility, sequencing of controls, maintenance access, and cost/benefit considerations.

Communication

Communication between our team and CFTOD is critical to thoroughly understanding your vision and implementing innovative and cost-effective solutions. We will help ensure we understand your project goals, any relevant regulatory requirements, and budgetary needs. At the start of the project, we will hold a kickoff meeting with the internal project team and client to help ensure that everyone is on the same page from day one. Kimley-Horn's professionals are experienced in small and large-scale projects that demand close coordination among multiple

stakeholder groups. Our clients expect a high level of responsiveness, communication, and quality. These high standards have been engrained in Kimley-Horn’s staff through our continued service to clients who must adhere to demanding schedules, a strict quality assurance program, and open lines of communication.



3-DIMENSIONAL LANDSCAPE DESIGN MODELS

Kimley-Horn’s in-house 3D visualization capabilities allow us to critically evaluate our concepts and make refinements throughout the design process. Kimley-Horn has the resources—in both personnel and software/technology equipment—to produce the highest quality graphics, enhanced renderings and site plans, presentations, brochures, newsletters, and reports. We have dedicated professional graphic designers with decades of experience. With expert proficiency in digital imaging applications such as Adobe Photoshop, our designers can produce before and after imagery that helps our clients and the public view existing conditions and proposed solutions for various engineering and planning projects. In addition, Kimley-Horn is proficient in producing enhanced renderings and site plans for urban design projects. Our graphic designers work extensively with our urban and transportation planners to represent the planner’s visions graphically, accurately, and aesthetically. In addition to print graphics experience, our designers have expertise in developing multimedia presentations that integrate still images, video, and audio, as well as 2D and 3D modeling and animation. The ability to accurately convey design ideas and build consensus early in the process can save time during construction document preparation and construction. Our Central Avenue project in Naples is an excellent example of our ability to accurately visualize a project’s potential enhancements to achieve public support.

PROJECT TEAM QUALIFICATIONS

Kimley-Horn understands selecting a consultant means choosing people who offer technical expertise, extensive hands-on experience with similar projects, and a demonstrated record of quality and responsiveness to ensure your project’s success. Our culture is designed to hire and retain highly motivated employees who take pride in and are enthusiastic about Kimley-Horn and the services we provide.

We have selected a team of seasoned professionals who offer the experience, qualifications, and high level of responsiveness you need for this contract. In addition to our strong in-house team, Kimley-Horn has partnered with four strong firms to enhance our ability to serve the Central Florida Tourism Oversight District on the services required for this project. **Hines, Inc.** will provide Irrigation Design. **L&S Diversified, LLC** will provide survey, mapping, and SUE services. **Buholtz Professional Engineering, Inc.** will provide Electrical Engineering.

Our organization chart provided in the staffing plan on **page 41** outlines our team of professionals and their specific roles for this project. Detailed resumes illustrating the qualifications and relevant experience for all key Kimley-Horn team members, including subconsultants, are provided at the end of this section.



PROJECT MANAGER

Matt Franko, PLA has 13 years of experience with Kimley-Horn throughout Florida. Matt is involved in many aspects of landscape architecture and construction phase services, including municipal roadway landscape design, tourism industry site planning, multifamily amenity packages, mixed use site design, stormwater/park design, and project imaging. Matt has contributed to the design of large-scale, high-end projects that are intended to be regional destinations for locals and tourists alike. He has also worked on commercial landscape design projects that entail accurately accounting for all aspects of jurisdictional requirements. Matt has also provided landscape architecture services to a multitude of municipal clients ranging from local jurisdiction to state-wide agencies.

Kimley-Horn’s Understanding of CFTOD and Walt Disney World Parks & Resorts Irrigation and Landscape Specifications, CFTOD’s Land Development Regulations, Epcot Building Code, RCES Specifications, Local Survey Datums, and Other Local Regulations, In Addition to FDOT Design Criteria and Standards

Kimley-Horn brings a deep and multifaceted understanding of the Central Florida Tourism Oversight District (CFTOD), Walt Disney World Parks & Resorts, and the unique regulatory landscape that governs development in this region. Our team has collaborated extensively with Walt Disney Imagineering and RCES on projects such as Floridian Place, Western Way, and the Third Venue at Wide World of Sports, where we worked closely with Disney’s Horticulture and Pest Management teams to deliver irrigation and landscape solutions that met both aesthetic and budgetary goals. We have actively engaged with CFTOD’s Land Development Regulations and the Epcot Building Code through our planning and design efforts. Our work is informed by local survey datums and regional permitting protocols, and we routinely integrate FDOT design criteria and standards into our transportation and infrastructure solutions, as demonstrated in our drainage, roadway, and utility coordination services across Central Florida. With a proven track record of delivering high-impact, context-sensitive designs within the unique governance structure of CFTOD, Kimley-Horn is well-positioned to navigate the complexities of this environment and deliver exceptional results. Our FDOT prequalification certificate can be found at the end of our qualifications, following our team members’ resumes.

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MATT FRANKO, PLA

PROJECT MANAGER/LANDSCAPE ARCHITECTURE RESOURCE TEAM/ CONSTRUCTION PHASE SERVICES/IRRIGATION DESIGN

Matt has 13 years of experience with Kimley-Horn throughout Florida. Matt is involved in many aspects of landscape architecture and construction phase services, including municipal roadway landscape design, tourism industry site planning, irrigation design, multifamily amenity packages, mixed use site design, stormwater/park design, and project imaging. Matt has contributed to the design of large-scale, high-end projects that are intended to be regional destinations for locals and tourists alike. He has also worked on commercial landscape design projects that entail accurate accounting for all aspects of jurisdictional requirements. Matt has also provided landscape architecture services to a multitude of municipal clients ranging from local jurisdiction to state-wide agencies.

13
YEARS OF
EXPERIENCE

13
YEARS WITH
KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Master of Landscape
Architecture, University of
Florida

Bachelor of Arts,
Environmental Studies,
Rollins College

Professional Landscape
Architect in Florida,
#LA6667292

REPRESENTATIVE EXPERIENCE

- + **Disney's ESPN Wide World of Sports Complex – Third Venue, Orlando, FL** — *Landscape Architect*
- + **Grand National Drive and Greenbriar Parkway Widening, Orlando, FL** — *Landscape Architect*
- + **Starflyer on International Drive, Orlando, FL** — *Landscape Architect*
- + **Andretti Carting on International Drive, Orlando, FL** — *Landscape Architect*
- + **iFly on International Drive, Orlando, FL** — *Landscape Architect*
- + **Build-A-Bear at ICON Park on I-Drive, Orlando, FL** — *Landscape Architect*
- + **Peppa Pig World at Legoland, Winter Haven, FL** — *Landscape Architect*
- + **Miami Worldcenter, Miami, FL** — *Landscape Architect*
- + **The Addison at Universal Boulevard, Orland County, FL** — *Landscape Architect*
- + **Bowery Bayside, Tampa, FL** — *Landscape Architect*
- + **Heathcote Stormwater Recreation Park, Fort Pierce, FL** — *Landscape Architect*
- + **Vero Beach Regional Airport, Vero Beach, FL** — *Landscape Architect*
- + **Cape Canaveral Redevelopment, Cape Canaveral, FL** — *Landscape Architect*
- + **Kissimmee CRA Downtown Design-Build, Kissimmee, FL** — *Landscape Architect*
- + **Boggy Creek Landscape Improvements, Osceola County, FL** — *Landscape Architect*
- + **St. Lucie County Gordy Road Bridge, St. Lucie County, FL** — *Landscape Architect*
- + **Lennard Road Connection, St. Lucie County, FL** — *Landscape Architect*
- + **Bridge Road Design, Hobe Sound, FL** — *Landscape Architect*
- + **45th St Streetscape, Gifford, FL** — *Landscape Architect*
- + **Mapp Road Town Center, Stuart, FL** — *Landscape Architect*
- + **Rockledge Civic Hub, Rockledge, FL** — *Landscape Architect*
- + **Cape Canaveral City Hall and Parks, Cape Canaveral, FL** — *Landscape Architect*
- + **Megastron Phase II, Orlando, FL** — *Landscape Architect*
- + **The Reserve at Vero Beach, Vero Beach, FL** — *Landscape Architect*
- + **Sterling Creek Parkway, Oviedo, FL** — *Landscape Architect*
- + **Trout Creek Village, Tampa, FL** — *Landscape Architect*



GREG WITHERSPOON, PLA, AICP

PRINCIPAL-IN-CHARGE/LANDSCAPE ARCHITECTURE RESOURCE TEAM/ SPECIFICATIONS/CONSTRUCTION PHASE SERVICES

Greg's career in landscape architecture and planning at a principal level spans more than two decades and demonstrates his project leadership skills in a wide array of project typologies. He specializes in leading projects from inception to completion by managing complex teams, clients' goals, project parameters, and planning and design innovation. Greg has held multiple leadership positions, serving as the previous Chair of the Central Florida District Council of ULI and the previous Chair of the Statewide ULI 2019 Florida Summit. He is also a founding board member of Outside Sustainable Landscape Collaborative.

REPRESENTATIVE EXPERIENCE

- + **Landscape Technical Manual Tree List, Titusville, FL** — *Landscape Architect*
- + **Continuing Services Contract for Roadway Design, FDOT District Five** — *Principal-in-Charge/Lead Landscape Architect*
- + **Orlando Virginia Drive, Forest Avenue, Corrine Drive from Orange Avenue (SR27) to Bennett Road, Orlando, FL** — *Landscape Architect*
- + **SR 436, Florida Department of Transportation, FL** — *Principal-in-Charge*
- + **Seminole County On-Call Landscape Architecture Services, Seminole County, FL** — *Principal-in-Charge*
- + **Sunbridge, Osceola County, FL** — *Principal-in-Charge*
- + **Continuing Services Contract for Local Agency Programs (LAP) Design Services, FDOT District 5** — *Principal-in-Charge*
- + **Laureate Park South N1 Streetscape, Orlando, FL** — *Principal-in-Charge*
- + **Laureate Park South N2 Phase 2, Orlando, FL** — *Principal-in-Charge*
- + **Hills of Minneola Town Center, Clermont, FL** — *Principal-in-Charge*
- + **Harmony West, St. Cloud, FL** — *Principal-in-Charge*
- + **Cypress Bay West, Palm Bay, FL** — *Principal-in-Charge*
- + **River Gorge Ranch (Mixed-Use Development), Guild, TN** — *Principal-in-Charge*
- + **Lake Flores Landscape Design Guidelines, Manatee County, FL** — *Project Manager*
- + **Envision Edgewater, Edgewater, FL** — *Urban Designer**
- + **Mercy Drive Neighborhood Vision Plan, Orlando, FL** — *Principal-in-Charge**
- + **Myakka River Park Master Plan, Charlotte County, FL** — *Urban/Landscape Architecture Designer**
- + **Riverwalk, Orlando, FL** — *Principal-in-Charge**
- + **Silverleaf, Orange County, FL** — *Principal-in-Charge**
- + **Lime, Orange, and Grapefruit Parking Garages, Buena Vista, FL** — *Principal-in-Charge**
- + **Orange Code - Landscape Ordinance, Orange County, FL** — *Principal-in-Charge*
- + **Volusia TPO Long Range Transportation Plan 2040, Volusia County, FL** — *Land Use Forecasting Lead*
- + **MetroPlan Orlando Long Range Transportation Plan 2040, Orange, Osceola, and Seminole Counties, FL** — *Principal Planner*

*Project experience prior to joining Kimley-Horn

26

YEARS OF
EXPERIENCE

2

YEARS WITH
KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Masters, Landscape Architecture, University of Oklahoma

Masters, Regional Planning, University of Oklahoma

Bachelors, Environmental Design, University of Oklahoma

Professional Landscape Architect in Florida, #LA6667156

American Institute Certified Planners (AICP), #023424

Member, American Society of Landscape Architects (ASLA)

Founding Board Member, Outside Sustainable Landscape Collaborative

Member, Urban Land Institute (ULI)



SCOTT MINGONET, PLA, AICP

QUALITY CONTROL/QUALITY ASSURANCE

Scott Mingonet has a broad range of experience as a planner and landscape architect. Throughout his 35 years with Kimley-Horn, he has been integral in developing the firm's land planning and landscape architecture practice. Because of the firm's foundation in transportation and land development, Scott has been able to apply that knowledge base to creatively affect both public- and private-sector projects ranging from mixed-use master plans to municipal redevelopment strategies. His unique skill set includes his ability to balance a pleasing visual master plan and distinctive sense of place with an understanding of implementation issues such as transportation network and infrastructure demands.

REPRESENTATIVE EXPERIENCE

- + **Floridian Place and Western Way Extension, Orlando, FL** — *Principal-in-Charge*
- + **Grand National Drive, Orlando, FL** — *Landscape Architect*
- + **Disney's ESPN Wide World of Sports Venue, Orlando, FL** — *Project Manager and Landscape Architect*
- + **Ronald Reagan (427) Complete Streets, Longwood, FL** — *Landscape Architect*
- + **FDOT District Five, On-Call Consultant, Various Task Orders, FL** — *Principal-in-Charge*
- + **FDOT District Five, Interstate I-95 Landscape Improvements (from SR 44 to 1.5 north of US 92), FL** — *Principal-in-Charge*
- + **FDOT District Seven, Interstate I-75 in Pasco County Landscape Improvements** — *Quality Control/Quality Assurance*
- + **15th Street, West Palm Beach, FL** — *Quality Control/Quality Assurance*
- + **Grand National Boulevard and Greenbrier Parkway, Orlando, FL** — *Landscape Architect*
- + **CR 712 Midway Road (Glades Cut off to Selvitz Road), St Lucie County, FL** — *Landscape Architect*
- + **On-Call Roadway Services, Winter Park, FL** — *Landscape Architect*
- + **On-Call Landscape Architecture Services, Maitland, FL** — *Landscape Architect*
- + **On-Call Landscape Architecture Services, Longwood, FL** — *Landscape Architect*
- + **On-Call Services, Rockledge, FL** — *Landscape Architect*
- + **Disney's Yacht and Beach Club Expansion, Orlando, FL** — *Landscape Architect*
- + **On-call Planning Services for Dulles and Reagan National Airports, Washington, DC** — *Planner*
- + **Lowe's Corporate Campus, Wilkesboro, NC** — *Landscape Architect*
- + **Lincoln Road Mall, Miami Beach, FL** — *Landscape Architect*
- + **Design District Streetscape, Miami, FL** — *Landscape Architect*
- + **Northstar Commuter Rail Station Master Plans, Various Locations, MN** — *Landscape Architect*
- + **Planning and Design for Transit and Passenger Facilities (CATS), Charlotte, NC** — *Landscape Architect*
- + **Coral Way Beautification Master Plan and Design Guidelines, Miami, FL** — *Landscape architect*
- + **Pentagon Library and Conference Center, Arlington County, VA** — *Landscape architect*
- + **Business District Revitalization, Bay Harbor Islands, FL** — *Planner*
- + **Various Crescent Communities, Southeast Region** — *Landscape architect*
- + **Greenjackets Ballpark, North Augusta, SC** — *Project manager and landscape architect*

35

YEARS OF EXPERIENCE

35

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Landscape Architecture, University of Florida

Registered Landscape Architect in Florida, #01428

American Institute of Certified Planners (AICP), #015169

Member, American Planning Association (APA)

Member, American Society of Landscape Architects (ASLA)

Member, International Council of Shopping Center (ICSC)



JAMES PANKONIN, PLA, LEED AP

QUALITY CONTROL/QUALITY ASSURANCE/LANDSCAPE ARCHITECTURE RESOURCE TEAM

James is a registered landscape architect with more than 21 years of experience. His project experience includes master planning and programming, streetscape design, parks and recreation design, site planning, amenity center programming and design, custom hardscape design and detailing, construction document preparation and permitting, construction phase services, project team coordination, and preparation of presentation graphics. James is also experienced in facilitating public engagement meetings, design charrettes, and building consensus among diverse stakeholder groups. He has worked with many local municipalities to incorporate low impact development practices (such as bioswales and rain gardens) into the landscape design to capture and treat stormwater runoff.

21
YEARS OF
EXPERIENCE

21
YEARS WITH
KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Landscape Architecture, University of Georgia

Professional Landscape Architect in Florida, #LA6666900

LEED Accredited Professional

Member, American Society of Landscape Architects (ASLA)

Member, Urban Land Institute (ULI)

REPRESENTATIVE EXPERIENCE

- + **Floridian Place and Western Way Extension, Orlando, FL** — *Landscape Architect*
- + **I-4 Ultimate Project, FDOT District Five, Orlando, FL** — *Landscape Architect*
- + **SR A1A Corridor Planning and Project Analysis, FDOT District Five, Brevard County, FL** — *Landscape Architect*
- + **I-75 Landscape Architecture Design in Pasco, Hernando and Sumter Counties, FDOT District Seven** — *Project Manager*
- + **I-75 Landscape Architecture Design in Pasco County, FDOT District Seven** — *Project Manager*
- + **West Villages Improvement District US 41 Landscaping Enhancements and Gateway Features, North Port, FL** — *Landscape Architect*
- + **Hillsborough Area Regional Transit Authority (HART) Bus Rapid Transit (BRT) North-South MetroRapid Preliminary and Final Design Services, Tampa, FL** — *Landscape Architect*
- + **Local Agency Project (LAP) Services and Streetscape Improvements, Wauchula, FL** — *Landscape Architect*
- + **Naples Central Avenue Improvements, Naples, FL** — *Landscape Architect*
- + **North Collier Boulevard Improvements, Marco Island, FL** — *Landscape Architect*
- + **City of North Port US 41 Gateway Monuments, North Port, FL** — *Landscape Architect*
- + **West Villages Improvement District Thoroughfare Enhancements Master Plan and Implementation, North Port, FL** — *Landscape Architect*



JAKE MAPLE

LANDSCAPE ARCHITECTURE RESOURCE TEAM/CONSTRUCTION PHASE SERVICES

Jake brings over five years of experience to his role as a landscape architecture analyst, specializing in master planning, landscape, irrigation, and hardscape design. He has worked on an array of projects, including municipal redevelopment, community infrastructure improvements, commercial land development, luxury residential and hospitality, mixed-use urban design, and parks/recreation. Jake's landscape construction background offers him a unique view on design implementation and practical insights into crafting designed spaces. His strong skills in 3D modeling ensure that the design intent is accurately conveyed to stakeholders and the community through photo-realistic visualizations.

REPRESENTATIVE EXPERIENCE

- + **South Binion Multifamily, Apopka, FL** — *Landscape Architecture Analyst*
- + **Nova Road Corridor Coalition, DeLand, FL** — *Landscape Architecture Analyst*
- + **Valencia Asbury Theological Seminary (ATS), Orlando, FL** — *Landscape Architecture Analyst*
- + **O-Town West, Orlando, FL** — *Landscape Architecture Analyst*
- + **Watermark Daytona, Daytona, FL** — *Landscape Architecture Analyst*
- + **Xentury City Multifamily, Kissimmee, FL** — *Landscape Architecture Analyst*
- + **SUN Trails Asset Inventory, FDOT Central Office, Tallahassee, FL** — *Landscape Architecture Analyst*
- + **Fred Poppe Regional Park Campground Design Services, Palm Bay, FL** — *Landscape Architecture Analyst*
- + **Project Next (Osceola Heritage Park), Orlando, FL** — *Landscape Architecture Analyst*
- + **Area 15 at Kingsland Grande, Orlando, FL** — *Landscape Architecture Analyst*
- + **Everest GMR (fka Grand Medina CDD EOR), FL** — *Landscape Architecture Analyst*
- + **CRTPA, Thomasville Road Multiuse Trail Feasibility Study, Tallahassee, FL** — *Landscape Architecture Analyst*
- + **Saucy Boggy Creek, Orlando, FL** — *Landscape Architecture Analyst*
- + **Lake Apopka Nature Park, Ocoee, FL** — *Landscape Architecture Analyst*
- + **Citywide Wayfinding Signage Package, Groveland, FL** — *Landscape Architecture Analyst*
- + **Avalon Road Multifamily, Orlando, FL** — *Landscape Architecture Analyst*
- + **Elysian Luxury Living, Horizon West, FL** — *Landscape Architecture Analyst*
- + **Epoch Storey Park, Orlando, FL** — *Landscape Architecture Analyst*

5

YEARS OF
EXPERIENCE

5

YEARS WITH
KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor, Landscape
Architecture, Ball
State University



ALEX GREEN

LANDSCAPE ARCHITECTURE RESOURCE TEAM

Alex brings six years of experience to his role as a landscape architecture analyst. His experience includes master planning, landscape, irrigation, and hardscape design. He has worked on an array of projects, including municipal redevelopment, community infrastructure improvements, commercial land development, luxury residential and hospitality, mixed-use urban design, and parks/recreation.

REPRESENTATIVE EXPERIENCE

- + **South Binion Multifamily, Apopka, FL** — *Landscape Architecture Analyst*
- + **Xentury City Multifamily, Kissimmee, FL** — *Landscape Architecture Analyst*
- + **Glasshouse Orlando, Orlando, FL** — *Landscape Architecture Analyst*
- + **Everest GMR (fka Grand Medina CDD EOR), FL** — *Landscape Architecture Analyst*
- + **Kerina, Bentley Apartments, Orlando, FL** — *Landscape Architecture Analyst*
- + **Apopka Transportation Planning and Traffic Engineering Continuing Services, Apopka, FL** — *Landscape Architecture Analyst*
- + **Streamsong Resort, Bowling Green, Polk County, FL** — *Landscape Architecture Analyst*
- + **Orlando Virginia Drive, Forest Avenue, Corrine Drive from Orange Avenue (SR527) to Bennett Road Project, Orlando, FL** — *Landscape Architecture Analyst*
- + **Sunbridge Framework Roadway Landscape Design Standards, City of Orlando and Osceola County, FL** — *Landscape Architecture Analyst*
- + **Dowden Road to Sunbridge Parkway Extension, Orlando, FL** — *Landscape Architecture Analyst*
- + **Centerline Drive H1 and H2 Streetscape, Orlando, FL** — *Landscape Architecture Analyst*
- + **Centerline Drive H3 Streetscape, Osceola County, FL** — *Landscape Architecture Analyst*
- + **Weslyn Park Neighborhoods D and E, Sunbridge, Osceola County, FL** — *Landscape Architecture Analyst*
- + **Weslyn Park Outpost Master Infrastructure, Sunbridge, Osceola County, FL** — *Landscape Architecture Analyst*
- + **Orange County Convention Center Ph V Grand Concourse and Multipurpose Venue Expansion (2020), Orange County, FL** — *Landscape Architecture Analyst**
- + **Children’s Discovery Garden (Florida Botanical Garden), Largo, FL** — *Landscape Architecture Analyst**

6

YEARS OF EXPERIENCE

3

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Master of Science, Landscape Architecture, University of Florida

Bachelor, Landscape Architecture, University of Florida

*Project experience prior to joining Kimley-Horn



CICI EHMANN

LANDSCAPE ARCHITECTURE RESOURCE TEAM

Cici has five years of experience as a landscape architecture analyst. Her experience includes master planning, landscape, irrigation, and hardscape design. She has worked on an array of projects, including municipal redevelopment, community infrastructure improvements, commercial land development, luxury residential and hospitality, mixed-use urban design, and parks/recreation.

REPRESENTATIVE EXPERIENCE

- + **FDOT CO SUN Trails Inventory 2024, Tallahassee, FL** — *Landscape Architecture Analyst*
- + **SUN Trails Asset Inventory, FDOT Central Office, Tallahassee, FL** — *Landscape Architecture Analyst*
- + **North Nona Mixed Use Development (2nd Wave Apartments), Orlando, FL** — *Landscape Architecture Analyst*
- + **Summerfield – Final Plat CDs, Erie, CO** — *Landscape Architecture Analyst*
- + **Chandler Heights Road, Sossaman Road to Hawes Road, Queen Creek, AZ** — *Landscape Architecture Analyst*
- + **Cortez Village Marina, Boat Slip Entitlement, Bradenton, FL** — *Landscape Architecture Analyst*
- + **Green Valley Ranch, Loveland, CO** — *Landscape Architecture Analyst*
- + **GVR Medical Office Building, Denver, CO** — *Landscape Architecture Analyst*
- + **Alexander Island Park Phase 1 Design Services, DeBary, FL** — *Landscape Architecture Analyst*
- + **Mac Overstreet Master Plan, Kissimmee, FL** — *Landscape Architecture Analyst*
- + **Summerfield MP, Erie CO** — *Landscape Architecture Analyst*

5

YEARS OF EXPERIENCE

3

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Science, Landscape Architecture, Colorado State University



ED DEAN, PLA, LEED AP

LANDSCAPE ARCHITECTURE RESOURCE TEAM/SPECIFICATIONS

Ed has 14 years of design and construction expertise. He is a seasoned project manager and professional landscape architect specializing in detailed design of the public realm. His expertise includes community, regional, and urban park design, master planning and implementation, streetscape, transportation design, planting, irrigation, site, grading, and hardscape design. Additionally, he has extensive experience in park programming, including pickleball courts, the design of state-of-the-art hydro-court clay tennis courts, and the design of inclusive playgrounds. Ed has a track record of delivering projects on schedule and within budget while bringing value to the project with high-quality design. He excels in leading public meetings that resonate with the community.

REPRESENTATIVE EXPERIENCE

- + **Floridian Place and Western Way Extension, Orlando, FL** — *Landscape Architect*
- + **Sandlake Road Interchange, Florida Turnpike Enterprise** — *Landscape Architect*
- + **Multiple I-75 Roadside Landscape Projects, FDOT District Seven** — *Landscape Architect*
- + **I-4 Ultimate Project, FDOT District Five** — *Landscape Architect*
- + **TPC at Sawgrass Championship Way Renovation, Ponte Vedra Beach, FL** — *Landscape Architect*
- + **US 41 Improvements, Fort Myers, FL** — *Landscape Architect*
- + **US 41 Landscape and Sidewalk Improvements, Venice, FL** — *Landscape Architect*
- + **Naples Central Avenue Improvements, Naples, FL** — *Landscape Architect*
- + **Hilton Tampa Downtown Streetscape, Tampa, FL** — *Landscape Architect*
- + **Capital Cascades Connector Bridge, Blueprint 2000, Tallahassee, FL** — *Landscape Architect*
- + **SR A1A Multimodal Improvement Corridor Planning and Engineering Analysis, FDOT District Five** — *Landscape Architect*
- + **Lakewood Ranch Boulevard Extension, Sarasota, FL** — *Landscape Architect*
- + **Falcon Square, Orange County, FL** — *Landscape Architect*
- + **Hudson Bayou Water Quality Improvements, Sarasota County, FL** — *Landscape Architect*
- + **North Bay Village Baywalk Plaza Area Design, North Bay Village, FL** — *Landscape Architect*
- + **Orlando Premium Outlets (Vineland Avenue), Orlando, FL** — *Landscape Architect*
- + **Perry Harvey Park Design, Tampa, FL** — *Landscape Architect*
- + **Retreat at Orlando, Orange County, FL** — *Landscape Architect*
- + **St. Armands Parking Garage, Sarasota, FL** — *Landscape Architect*
- + **The Riverwalk at Kennedy Boulevard Plaza, Tampa, FL** — *Landscape Architect*
- + **The Skyhouse at Channelside (Tampa) (fka Channel District Tower), Tampa, FL** — *Landscape Architect*
- + **Venice Downtown Mobility Study, Venice, FL** — *Landscape Architect*

14

YEARS OF
EXPERIENCE

12

YEARS WITH
KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Landscape
Architecture, Ball
State University

Professional Landscape
Architect in Florida,
#LA6667269

LEED Accredited
Professional (AP),
#10351296



JONATHAN HAIGH, PLA, ASLA

LANDSCAPE ARCHITECTURE RESOURCE TEAM

Jonathan is a Florida native and has 30 years of experience as a practicing professional landscape architect. He is a skilled designer, with a deep resume of transportation-related landscape projects. He has designed, contributed, managed, and/ or produced numerous iconic streetscapes and highway planting designs throughout Florida. Implementing these plans and others, he has directed the preparation of construction drawings, detailing, and specifications. His experience is strongest in applying a practical and budget-friendly, yet creative, design approach to each project. He has thoroughly embraced the application of sustainable principles in project design and incorporating the design of Florida-friendly landscapes and water-efficient irrigation systems.

REPRESENTATIVE EXPERIENCE

- + **Floridian Place and Western Way Extension, Orlando, FL** — *Landscape Architect*
- + **I-75 Landscape Architecture Design in Pasco County, FDOT District Seven** — *Quality Control/Quality Assurance*
- + **QQ Florida's Turnpike/Lake Worth Interchange Reconstruction, Lake Worth, FL** — *Lead Landscape Architect and Designer*
- + **Florida's Turnpike Mainline Widening from Lake Worth to Jupiter PD&E Study and Design, Palm Beach County, FL** — *Lead Landscape Architect and Designer*
- + **Florida Inland Navigation District (FIND) M-5 Spoil Management Area, Stuart, FL** — *Landscape Architect*
- + **Florida's Turnpike Mainline Widening from North of Sunrise Boulevard to Atlantic Boulevard, Broward County, FL** — *Quality Control/Quality Assurance*
- + **Florida's Turnpike (SR 91) All Electronic Tolling (AET) 5A Conversion from I-595 to South of the Lantana Mainline Toll Plaza, Broward and Palm Beach Counties, FL** — *Landscape Architect*
- + **Florida's Turnpike Mainline Widening from Boynton Beach to Lake Worth PD&E Study and Design, Palm Beach County, FL** — *Lead Landscape Architect and Designer*
- + **I-95 HOV Lanes, FDOT District Four, Palm Beach County, FL** — *Landscape Architect*
- + **I-95 HOV Lanes (South of PGA Boulevard to South of Donald Ross Road), FDOT District Four** *Landscape Architect*
- + **SR A1A Streetscape Improvements, Fort Lauderdale, FL** — *Landscape Architect*
- + **Boynton Beach Gateway Enhancements – Welcome Signage, Boynton Beach, FL** *Landscape Architect*
- + **Royal Palm Boulevard Improvements (Royal Palm Blvd. Bridge over Margate Canal), Margate, FL** — *Landscape Architect*
- + **Florida's Turnpike Mainline Widening from Sunrise to Atlantic, Broward County, FL** — *Quality Control/Quality Assurance*
- + **US1 Delray Beach CRA, Delray Beach, FL** — *Landscape Architect*
- + **Tamarind Avenue Reconstruction PDR, West Palm Beach, FL** — *Landscape Architect*
- + **Clematis Street Streetscape, West Palm Beach, FL** — *Landscape Architect*
- + **Rosemary Avenue, West Palm Beach, FL** – *Landscape Architect*
- + **15th Street Streetscape, West Palm Beach, FL** — *Landscape Architect*

30

YEARS OF EXPERIENCE

20

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Landscape Architecture, University of Arkansas

Professional Landscape Architect in Florida, #6666795

Past President, American Society of Landscape Architects (ASLA), Florida Chapter



TRICIA RICHTER, PLA

LANDSCAPE ARCHITECTURE RESOURCE TEAM/SPECIFICATIONS

Tricia has more than 13 years of experience in landscape design and project management. She will be responsible for supporting the project manager with managing project and client expectations. Her project experience includes landscape design; hardscape and amenity design; streetscape design improvements including landscape islands, new street trees and plantings, irrigation, decorative crosswalks, and intersection treatments; and complete street elements, such as dedicated bike lanes, on-street parking, improved accessibility, street furnishings, and new landscaping.

REPRESENTATIVE EXPERIENCE

- + **Floridian Place and Western Way Extension, Orlando, FL** — *Landscape Architect*
- + **Clematis Streetscape, West Palm Beach, FL** — *Landscape Architect*
- + **West Clematis Streetscape, West Palm Beach, FL** — *Landscape Architect*
- + **Fern Street Streetscape, West Palm Beach, FL** — *Landscape Architect*
- + **15th Street Streetscape, West Palm Beach, FL** — *Landscape Architect*
- + **Boynton Beach Gateway Enhancements Welcome Signage, Boynton Beach, FL**
Landscape Architect
- + **Fern Street Streetscape and Complete Streets Design, West Palm Beach, FL**
Landscape Architect
- + **SR A1A Complete Streets Design, Hollywood, FL** — *Landscape Architect*
- + **Historic Miramar Complete Streets, Miramar, FL** — *Landscape Architect*
- + **Miramar Parkway Streetscape from SW 64th Avenue to SW 68th Avenue, Miramar, FL**
Landscape Architect
- + **Town of Palm Beach Town Hall Square Streetscape and Infrastructure Improvements, Palm Beach, FL** — *Landscape Architect*
- + **Davie - SW 67th Avenue Design, Davie, FL** — *Landscape Architect*
- + **SR 76/Kanner Highway from West of I-95 to Monterey Road, FDOT District Four**
Landscape Architect
- + **SR 7/US 441 PD&E Study (Sample Road-Glades Road), FDOT District Four**
Landscape Architect
- + **Tamarind Avenue Streetscape, West Palm Beach, FL** — *Landscape Architect*
- + **Lake Worth Beach Redevelopment, Lake Worth, FL** — *Landscape Architect*
- + **OB Johnson Park, Hallandale Beach, FL** — *Landscape Architect*
- + **Professional Services for the Welleby Park Expansion, Sunrise, FL** — *Landscape Architect*
- + **Vizcaya Park, Miramar, FL** — *Landscape Architect*
- + **Turnpike (SR 91) All Electronic Tolling (AET) 5A Conversion from I-595 to South of the Lantana Mainline Toll Plaza, Florida's Turnpike Enterprise** — *Landscape Architect*

13

YEARS OF
EXPERIENCE

13

YEARS WITH
KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Landscape
Architecture, University
of Florida

Professional Landscape
Architect in Florida,
#LA6667244

Member, American Society of
Landscape Architects (ASLA)



ZACK HALL, PLA

3D MODELING

Zack is a landscape architect with more than six years of experience providing master planning and landscape, irrigation, and hardscape design services. His project experience ranges from municipal redevelopment and community infrastructure enhancements to commercial land development, luxury residential and hospitality, sports, mixed-use urban design, and parks/recreation. His landscape construction background gives him an alternative look into the design implementation process and a practical perspective on the establishment of designed spaces. His experience and abilities in 3D modeling ensure design intent is properly communicated to project stakeholders and the community through photo-realistic renders.

6
YEARS OF
EXPERIENCE

6
YEARS WITH
KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor, Landscape
Architecture, Ball
State University

Professional Landscape
Architect in Florida,
#6667690

REPRESENTATIVE EXPERIENCE

- + **Veteran’s Memorial Park Rain Garden, Cape Canaveral, FL** — *Landscape Architect*
- + **Veteran’s Memorial Park Concepts, Cape Canaveral, FL** — *Landscape Architect*
- + **Civic Hub Master Plan, Cape Canaveral, FL** — *Landscape Architect*
- + **Sparkman Wharf, Tampa, FL** — *Landscape Architect*
- + **Cortland Bowery, Tampa, FL** — *Landscape Architect*
- + **Allure on the Parkway, Lake Mary, FL** — *Landscape Architect*
- + **Floridian Place and Western Way Extension, Orlando, FL** — *Landscape Architect*
- + **Venice Land Development Code Update, Venice, FL** — *Landscape Architect*
- + **Posner Village Shopping Center, Davenport, FL** — *Landscape Architect*
- + **Collier to Polk Regional Trail Master Plan, Collier and Polk Counties, FL** — *Landscape Architect*
- + **Downtown Wellen, North Port, FL** — *Landscape Architect*
- + **Flats at Water Edge, Apopka, FL** — *Landscape Architect*
- + **Millenia Lakes, Orlando, FL** — *Landscape Architect*
- + **Project Next (Osceola Heritage Park), Osceola County, FL** — *Landscape Architect and Master Planner*
- + **The Avery, Orlando, FL** — *Landscape Architect*
- + **MAC Overstreet Master Plan, Orlando, FL** — *Landscape Architect*
- + **La Cabana, Aruba** — *Landscape Architect*
- + **Acuera Estates aka Jason Dwelley Parkway and Tigris Drive Single Family Development, Apopka, FL** — *Landscape Architect*
- + **Legacy Trail Extension Design, Sarasota, FL** — *Landscape Architect*
- + **Laurel Oaks aka Plymouth Sorrento Road Single Family Development, Apopka, FL** — *Landscape Architect*
- + **Everest GMR fka Grand Medina CDD EOR, FL** — *Landscape Architect*
- + **Monroe-Adams Corridor Placemaking, Tallahassee, FL** — *Landscape Architect*



JIM ZHENG

3D MODELING

Jim is a landscape architecture analyst with more than eight years of experience in construction document preparation, presentation graphics, and illustrative 3D renderings. His experience includes community redevelopment, multifamily projects, detailed design of streetscape enhancements, landscape architecture, urban design, and overall land development projects for a variety of local and nationally recognized clients. His software experience includes AutoCAD, Adobe Creative Suite, Lumion, and SketchUp.

REPRESENTATIVE EXPERIENCE

- + **South Binion Multifamily, Apopka, FL** — *Landscape Analyst*
- + **Mattamy Homes Randal Park, Orlando, FL** — *Landscape Analyst*
- + **Ward Trail Feasibility Study, Windermere, FL** — *Landscape Analyst*
- + **City of Ocala Osceola Trail (aka Osceola Trak) Improvements, Ocala, FL** — *Landscape Analyst*
- + **Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis (2017), FL** — *Landscape Analyst*
- + **Millenia Lakes, Orlando, FL** — *Landscape Analyst*
- + **O-Town West, Orlando, FL** — *Landscape Analyst*
- + **Watermark Ocala, Ocala, FL** — *Landscape Analyst*
- + **Radius Multifamily (Rosalind and Livingston), Orlando, FL** — *Landscape Analyst*
- + **Floridian Place and Western Way Extension, Orlando, FL** — *Landscape Analyst*
- + **Collier to Polk Regional Trail Master Plan, Bartow, FL** — *Landscape Analyst*
- + **Wyld Oaks Mixed-Use, Apopka, FL** — *Landscape Analyst*
- + **Cambria Suites Hotel at Lake Eola, Orlando, FL** — *Landscape Analyst*
- + **Hilton Grand Vacation Club, Las Palermas Phase II Master Plan, Orlando, FL** — *Landscape Analyst*
- + **Orange County International Drive Transit Lanes Preliminary Engineering and Design/Phases III, Orlando, FL** — *Landscape Analyst*
- + **Project Next (Osceola Heritage Park), Orlando, FL** — *Landscape Analyst*
- + **Thrive Apartment Community by Watermark, Orlando, FL** — *Landscape Analyst*
- + **Watermark Residential, Davenport, FL** — *Landscape Analyst*
- + **Essex at Universal, Orlando, FL** — *Landscape Analyst*
- + **Ocala Gateway, Ocala, FL** — *Landscape Analyst*
- + **Wildwood CRA Unity, Enhancement, and Redevelopment Action Plan, Wildwood, FL** — *Landscape Analyst*
- + **Glasshouse Orlando, Orlando, FL** — *Landscape Analyst*
- + **CR 427 Multimodal Improvements, Longwood, FL** — *Landscape Analyst*
- + **CR 427 (Ronald Reagan Boulevard) Design Reconstruction, Longwood, FL** — *Landscape Analyst*
- + **Griffin Farms Town Center, Lake Mary, FL** — *Landscape Analyst*
- + **City of Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL** — *Landscape Analyst*

8

YEARS OF
EXPERIENCE

8

YEARS WITH
KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor, Landscape
Architecture, Ball
State University



AUDREY LAU

3D MODELING

Audrey has three years of experience as a landscape architecture analyst with a diverse background of projects ranging from public sector work to private sector. This includes designing public parks, streetscapes, and signage for municipalities, amenity spaces for residential communities, and luxury resorts both in the US and abroad. Her skillset includes site analysis and inventory, land planning, master planning, construction documentation, and 3D rendering. She specializes not only in producing high quality illustrative graphics, but also the production of landscape, hardscape, lighting, and irrigation plans.

REPRESENTATIVE EXPERIENCE

- + **Marion County Silver Springs Community Redevelopment Area (CRA) Master Plan, Silver Springs, FL** — *Landscape Architecture Analyst*
- + **Watermark Ocala, Ocala, FL** — *Landscape Architecture Analyst*
- + **Xentury City Multifamily, Kissimmee, FL** — *Landscape Architecture Analyst*
- + **Collier to Polk Regional Trail Master Plan, Bartow, FL** — *Landscape Architecture Analyst*
- + **Wyld Oaks Mixed-Use, Apopka, FL** — *Landscape Architecture Analyst*
- + **Rosewood Resort at Grand Reserve, San Juan, PR** — *Landscape Architecture Analyst*
- + **La Cabana Beach Resort and Casino, Aruba** — *Landscape Architecture Analyst*
- + **CIP215-DTPW19-DE(3) Professional Services for Transit and Public Works Projects, Miami, FL** — *Landscape Architecture Analyst*
- + **Dade Department of Transportation and Public Works, Miami, FL** — *Landscape Architecture Analyst*
- + **Everest GMR (fka Grand Medina CDD EOR), FL** — *Landscape Architecture Analyst*
- + **I75 Gateway Design and Permitting, Ocala, FL** — *Landscape Architecture Analyst*

3

YEARS OF EXPERIENCE

3

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor, Landscape Architecture, California Polytechnic State University



HAO CHAU, PE

GRADING/DRAINAGE COORDINATION

Hao has 26 years of experience managing and designing a wide range of transportation design projects, including multimodal improvements, safety improvements, pavement rehabilitation, widening, reconstruction projects, complete streets, roundabouts, stormwater improvement, and utilities. His roadway engineering experience includes feasibility studies, project development and environmental (PD&E) studies, roadway design, drainage design, plans production, plans review, permitting, bidding assistance, municipal projects, Local Agency Program (LAP) projects, public and private partnership projects, temporary traffic control, and construction phase services. He is an expert on multimodal enhancements, safety and efficiency improvements, Complete Streets, and pavement rehabilitation. Hao is certified in FDOT's TRNS*PORT System, Long Range Estimates System (LRE), Specifications Package preparation, and Advanced Work Zone Temporary Traffic Control.

REPRESENTATIVE EXPERIENCE

- + **City of Orlando Continuing Civil Engineering Services, Orlando, FL** — *Project Manager*
- + **Greater Orlando Aviation Authority (GOAA) Continuing Civil Engineering Services, Orlando, FL** — *Project Engineer*
- + **Grand National Drive, Orlando, FL** — *Project Manager*
- + **International Drive Congestion Management and BRT Design, Orlando, FL** — *Deputy Project Manager*
- + **Continuing Professional Services, Windermere, FL** — *Project Manager*
- + **City of Longwood Multimodal Improvements, Longwood, FL** — *Deputy Project Manager*
- + **Continuing Professional Services, Fort FL Road, DeBary, FL** — *Project Manager*
- + **Continuing Engineering Services on a Task Authorization Basis, Osceola County, FL** — *Roadway Design Task Manager*
- + **PD&E and Design Services for Osceola Polk Line Road (CR 532) Widening from Old Lake Wilson Road to US 17-92, CFX/Osceola County, FL** — *Project Manager*
- + **PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future Sunbridge Parkway, Osceola County FL** — *Project Manager*
- + **Daryl Carter Parkway from International Drive to Apopka Vineland Road, Orange County, FL** — *Project Manager*
- + **Osceola County, Carroll Street Final Design, Kissimmee, FL** — *Project Manager*
- + **Coolidge Street Roadway Improvements from Bates Avenue to Getford Ave, Eustis, FL** — *Project Manager*
- + **Thompson Nursery Road Extension, Polk County, FL** — *Deputy Project Manager and Engineer of Record*
- + **C-468 Widening from US 301 to CR 505, Sumter County, FL** — *Deputy Project Manager*
- + **Lake Hollingsworth Roundabout Improvements, Lakeland, FL** — *Project Engineer*

26

YEARS OF EXPERIENCE

26

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Masters, Business Administration, University of Central Florida

Bachelors, Civil Engineering, University of Florida

Professional Engineer in Florida, #61640



JENNIFER STICKLER, PE

GRADING/DRAINAGE COORDINATION

Jennifer is a professional civil engineer with 16 years of diverse experience. She is experienced with all types of land development/site civil services for commercial, hospitality, residential, retail, healthcare, and mixed-use projects. Her responsibilities include many aspects of site civil design services, including planning and obtaining entitlements, project management of multiple sub consultants, site design, stormwater management design/modeling, infrastructure evaluation, erosion and sedimentation control design, Americans with Disabilities Act (ADA) accessibility, utility system design and master planning, Quality Assurance/Quality Control (QA/QC) review of documents, agency permitting throughout the State of Florida, and construction phase services.

REPRESENTATIVE EXPERIENCE

- + **Celebration Point, Celebration, FL** — *Project Manager*
- + **Zen Luxury Living Apartments, Orlando, FL** — *Project Manager*
- + **Element at 360, Orlando, FL** — *Project Manager*
- + **FAM/ESPN WWSports 3rd Venue ILPD, Orlando, FL** — *Project Manager*
- + **O-Town West, Orlando, FL** — *Project Manager*
- + **Kerina Bentley Apartments and Southwest Town Center, Orlando, FL** — *Project Manager*
- + **Orlando International Airport (MCO) Continuing Civil Engineering Services, Orlando, FL** — *Project Engineer*
- + **International Drive Congestion Management and BRT Design, Orlando, FL** — *Project Engineer*
- + **Titusville Downtown Stormwater Development Plan, Stormwater Master Planning and Land Development Regulation Updates, Titusville, FL** — *Project Engineer*
- + **Westside Shoppes and Venetian Apartments, Winter Garden, FL** — *Project Manager*
- + **The Addison Apartments, Orlando, FL** — *Project Manager*
- + **Griffin Farms Town Center, Lake Mary, FL** — *Project Manager*
- + **AdventHealth Free-Standing Emergency Departments, Multiple Locations, FL** — *Project Manager*
- + **Marketplace at Dr. Phillips, Orlando, FL** — *Project Manager*
- + **Marriott Continental Gateway, Lake Buena Vista, FL** — *Project Manager*
- + **Colonial Plaza, Orlando, FL** — *Project Manager*
- + **Lakeside Village Center, Winter Garden, FL** — *Project Manager*

17

YEARS OF EXPERIENCE

17

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, University of Florida

Professional Engineer in Florida, #76118

Member, the Commercial Real Estate Development Association (NAIOP)



KEVIN TASILLO, PE

GRADING/DRAINAGE COORDINATION

Kevin has 19 years of traffic and roadway design experience and has served as a project engineer and Engineer-of-Record (EOR) on a variety of roadway projects involving both state and local governments. His experience consists of a wide range of projects involving limited access, rural and urban typical sections—varying from high- to low-design speeds. He also has extensive knowledge and experience in all aspects of transportation design including geometric design, sidewalks, and Americans with Disabilities Act (ADA) design, access management, signing and pavement marking (S&PM), and maintenance of traffic (MOT) plans. In addition, he has authored and served as EOR for design documents involving pavement designs, design variations and exceptions, typical section packages, specifications packages, and utility conflict matrices.

19
YEARS OF
EXPERIENCE

1
YEARS WITH
KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, University of Buffalo

Professional Engineer in Florida, #71411

Specification Package Preparation (Certified)

FDOT Advanced Maintenance of Traffic

FDOT LRE Training

American Society of Civil Engineers (ASCE), #396587

Florida Engineering Society (FES), #9019376

REPRESENTATIVE EXPERIENCE

- + **CFTOD/Reedy Creek Improvement District, Pavement Evaluation and Misc Design Contract**
*Contract Manager and Senior Engineer**
- + **SR 40 from SR 15 (US 17) to SR 11, FDOT District Five** — *Deputy PM and Project EOR**
- + **SR 40 from CR 314 to CR 314A, FDOT District Five** — *Deputy PM and EOR**
- + **SR 20 from Alachua County Line to SW 56th Avenue, FDOT District Two** — *Project Manager and EOR**
- + **SR 50 Widening from SR 35 (US 301) to West of CR 757, FDOT District Five** — *Project Manager and Roadway EOR**
- + **SR 528 from East of SR 524 (Industry Road) to East of SR 3, FDOT District Five** — *Deputy PM and Roadway EOR**
- + **SR 25/US 301 RRR Improvements, FDOT District Five** — *Project Manager and Roadway EOR**
- + **SR 500 (US 441) Resurfacing from SR 429 Connector Road to Jones Avenue, FDOT District Five**
*Project Manager and Roadway EOR**
- + **SR 35 (Baseline Road) from SR 25 to SE 96th Place Road, FDOT District Five**
*Roadway Engineer**
- + **I-95 (SR 9) from SR 207 to International Golf Parkway, FDOT District Two, St. Johns County, FL**
*Project Manager and Roadway EOR**
- + **I-75 at SR 222 (39th Avenue) NB Off-ramp Operational Improvements, FDOT District Two, Alachua County, FL** — *Deputy Project Manager and Roadway EOR**
- + **SR 5 (US 1) from SR 207 to SR 16 and SR 16 to City Gates, FDOT District Two, St. Johns County, FL** — *Deputy PM/Roadway Engineer**
- + **SR 22 (Wewa Highway) from SR 30 (US 98B) to CR 2315 (Star Avenue), FDOT District Three, Bay County, FL** — *Roadway EOR**
- + **SR 5/US 1 from Roosevelt Ave to South of Crane Creek Bridge and New Haven Avenue from US 1 to Strawbridge Avenue, FDOT District Five** — *Project Engineer**

*Project experience prior to joining Kimley-Horn



DANIELLE VAIL, GTA, ISACA

CERTIFIED ARBORIST

Danielle is an environmental scientist with 11 years of experience. Her project experience spans mining, land development, and utility service projects. Her expertise includes gopher tortoise permitting, environmental assessments, and arboriculture. She has conducted surveys for gopher tortoises, crested caracara, scrub jays, bald eagles, sand skinks, sandhill cranes, and the Florida bonneted bat. Danielle is also experienced in benthic resource assessments, wetland delineation, habitat mapping and assessment, environmental regulatory permitting, and monitoring success of wetland mitigation areas.

REPRESENTATIVE EXPERIENCE

- + **Widen Suncoast Pkwy (SR 589) PDE Study, Florida’s Turnpike Enterprise, Wesley Chapel, FL**
Environmental Scientist
- + **Sarasota County Honore Avenue Widening Fruitville Road to 17th Street, Sarasota, FL**
Environmental Scientist
- + **SR 31 Widening Improvements Progressive Design-Build, Babcock Ranch, FL** — *Environmental Scientist Manatee County 9th Avenue Northwest (NW), Bradenton, FL* — *Environmental Scientist*
- + **Highlands County Professional Services for Water Quality and Drainage Studies, Highlands County, FL** — *Environmental Scientist*
- + **Onda Rose Affordable Multifamily, Immokalee, FL** — *Environmental Scientist*
- + **Charlotte County Design Bridge Replacement - Washington Loop Bridge, Port Charlotte, FL**
Environmental Scientist
- + **HNTB Strategic Corridors species survey amendment, Tampa, FL** — *Environmental Scientist*
- + **HNTB Species Surveys, Tampa, FL** — *Environmental Scientist*
- + **Thompson Nursery Road Extension, Winter Haven, FL** — *Environmental Scientist*
- + **17th Street Park, Sarasota, FL** — *Environmental Scientist*
- + **UTBT Rocky Creek Bridge Rehabilitation-Hillsborough County, FL** — *Environmental Scientist*
- + **Flagler County Planning Design of Bulow Creek Headwaters Regional Park, Palm Coast, FL**
Environmental Scientist
- + **Sarasota County 17th Street Regional Park, Sarasota, Florida** — *Environmental Scientist*
- + **FDOT District One SR 72 from I-75 to Lorraine Road, Sarasota, FL** — *Environmental Scientist*
- + **East Selmon Expressway PDE Study, Tampa Hillsborough Expressway Authority, Tampa, FL**
Environmental Scientist
- + **Lake County Round Lake Road, Tavares, FL** — *Environmental Scientist*
- + **SR 530/US192 from CR 532 to Arthur J. Gallagher Blvd, FDOT D5, Orlando, FL**
Environmental Scientist
- + **Orlando Virginia Drive, Forest Avenue, Corrine Drive from Orange Avenue (SR527) to Bennett Road Project, Orlando, FL** — *Environmental Scientist*
- + **Dona Bay Restoration Program Phases 1 and 2 (aka Watershed Management Plan), Englewood, Florida** — *Environmental Scientist*

11

YEARS OF EXPERIENCE

3

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Science, Forestry, University of Florida

Master of Science, Ecology, University of Florida

Certified Arborist in Florida, #FL-9700A

Gopher Tortoise Agent in Florida, #GTA-19-00009F



SARAH JOHNSON, CSE, GTA

ENVIRONMENTAL

Sarah has more than more than 23 years of experience in managing and conducting public- and private-sector projects, biological assessments, wetland delineations, species surveys, mitigation, National Environmental Policy Act (NEPA) studies and documentation, geographic information system (GIS), photointerpretation, and related studies. Sarah has assisted FDOT with providing the NEPA environmental documentation for Type 2 Categorical Exclusions, reevaluations, and minor projects within the SWEPT platform. Additionally, she has reviewed minor project design plans in ERC and documented the information required to complete environmental certifications within the SWEPT platform for both state and federally funded projects. Sarah is proficient in local, state, and federal permitting requirements throughout Florida as well as the mitigation requirements for protected species and wetland impacts. Her professional background includes project management, environmental assessments, mitigation plans, wetland and protected species surveys, and NEPA documentation and state and federal permitting. Throughout her career, she has conducted protected species surveys for the Florida panther, crested caracara, Florida scrub-jay, red-cockaded woodpecker, snail kite, wood stork, Florid bonneted bat, tricolored bat, sand skink, West Indian manatee, Big Cypress fox squirrel, gopher tortoise, bald eagle, Florida sandhill crane, wading and shorebirds, southeastern American kestrel, and Florida burrowing owls.

23

YEARS OF EXPERIENCE

7

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Science, Zoology, Ohio Wesleyan University

Master of Science, Zoology, University of Oklahoma

Certified Senior Ecologist, Ecological Society of America (ESA)

Gopher Tortoise Authorized Agent, Florida Fish and Wildlife Conservation Commission (FWC), #GTA-18-00041C

REPRESENTATIVE EXPERIENCE

- + **Poinciana Parkway Extension Connector PD&E Study, Florida Turnpike Enterprise**
Environmental Scientist
- + **SR 429 PD&E Study, Florida Turnpike Enterprise** — *Environmental Scientist*
- + **Florida Turnpike Enterprise from Sandlake Rd to South of SR 408, Florida Turnpike Enterprise**
Environmental Scientist
- + **Osceola-Brevard County Connector Feasibility Study, CFX, Osceola and Brevard Counties, FL**
Environmental Scientist
- + **Suncoast Parkway PD&E Study, Florida Turnpike Enterprise** — *Environmental Scientist*
- + **Apollo Beach Boulevard Extension/I-75 Flyover (Paseo Al Mar Blvd), Hillsborough County, FL**
Environmental Scientist
- + **SR 31 Widening Improvements Progressive Design-Build, Babcock Ranch, FL**
Environmental Scientist
- + **Sumter County Extension of Buena Vista Boulevard from SR 44 to Meggison Road, Wildwood, FL** — *Environmental Scientist*
- + **Thompson Nursery Road Environmental Survey, Winter Haven, FL** — *Environmental Scientist*
- + **Neptune Road PDE Study, Orlando, FL** — *Environmental Scientist*
- + **Space Coast Trail PDE Study and Final Design, FDOT District Five, Orlando, FL**
Environmental Scientist
- + **Collier County Vanderbilt Beach Road Extension Phase II, Naples, FL** — *Environmental Scientist*
- + **Lake County Round Lake Road, Tavares, FL** — *Environmental Scientist*
- + **SR 530/US192 from CR 532 to Arthur J. Gallagher Blvd, FDOT D5, Orlando, FL**
Environmental Scientist
- + **Orlando Engineering Services for Grand National Drive and Greenbriar Parkway Widening, Orlando, FL** — *Environmental Scientist*



STAN RUSSELL, UAG

DRONE PHOTOGRAPHY

Stan is a multi-dimensional graphic designer with more than 23 years of successful problem solving using visual communication skills. He has used his skills in the design field to convey difficult to understand information to the public in unique ways with print, multi-media, 3D, and web-based capabilities. As a FAA Certified Part 107 licensed drone pilot, he can use the imagery and data obtained from an UAS to further emphasize his visualization vision to the public.

REPRESENTATIVE EXPERIENCE

- + **Village of Sugar Grove, Granart Road Realignment, Sugar Grove, IL** — *Graphic Designer*
- + **SW 49th Avenue S Phase Preliminary Engineering Report, Marion County, FL** — *Graphic Designer*
- + **SR A1A North Causeway PDE Study, FDOT District Four, Fort Pierce, FL** — *Graphic Designer*
- + **Carroll Street PDE Study, Osceola County, FL** — *Graphic Designer*
- + **Collier to Polk Regional Trail Master Plan, Bartow, FL** — *Graphic Designer*
- + **Cambria Suites Hotel at Lake Eola, Orlando, FL** — *Graphic Designer*
- + **Downtown Kissimmee Corridor Study, Kissimmee, FL** — *Graphic Designer*
- + **Thompson Nursery Road Extension, Winter Haven, FL** — *Graphic Designer*
- + **US 17/92 Corridor Study, FDOT District Five, Sanford, FL** — *Graphic Designer*
- + **SR 518 Corridor Planning Study (Eau Gallie Beachside), FDOT District Five, Melbourne, FL**
Graphic Designer
- + **Osceola Parkway Extension PDE Study, Florida's Turnpike Enterprise, Orange and Osceola Counties, FL** — *Graphic Designer*
- + **Palm Beach TPA US 1 Multimodal Corridor Study, West Palm Beach, FL** — *Graphic Designer*
- + **Gainesville University Avenue and 13th Street PDE Study and Design, Gainesville, FL**
Graphic Designer
- + **Master Planning for Key Biscayne Village-Wide Undergrounding of Utilities Program, Key Biscayne, FL** — *Graphic Designer*
- + **South Bayshore Drive from Darwin Street to Mercy Way, Miami-Dade County, FL**
Graphic Designer
- + **Broward County Advanced Traffic Management System (ATMS) Communications Design, Ft Lauderdale, FL** — *Graphic Designer*
- + **Downtown Miami Event Transportation Management Plan, Miami, FL** — *Graphic Designer*
- + **Palm Beach TPA General Planning Consultant, Palm Beach County, FL** — *Graphic Designer*
- + **Tampa Innovation Alliance, Mobility Master Plan, Tampa, FL** — *Graphic Designer*
- + **Gainesville University Avenue and 13th Street PDE Study and Design, Gainesville, FL**
Graphic Designer

23

YEARS OF EXPERIENCE

10

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Arts,
Fine Arts, American
InterContinental University

Unmanned Aircraft
Pilot, Federal Aviation
Administration, #3913238



J. CASEY LONG, PE

STRUCTURAL

Casey has 29 years of diverse civil and structural engineering experience on infrastructure improvement projects in Florida, Texas, Virginia, and the Caribbean. His professional background includes project management and design services for seaport, industrial, commercial, military, and educational facilities. He has provided design and general consulting and structural engineering services for complete building systems including warehouses, office buildings, public safety facilities, and cruise terminals. Casey also has significant experience in masonry, concrete and steel building systems and truss framed roof systems. In 2015, he was honored as Engineer of the Year by the Palm Beach Chapter of the Florida Engineering Society (FES). Casey will serve as a senior structural engineering consultant to address site structural elements for the project.

29
YEARS OF
EXPERIENCE

8
YEARS WITH
KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Master of Science, Structural
Engineering, University
of Florida

Bachelor of Science, Civil
Engineering, University
of Florida

Professional Engineer in
Florida, #56083

REPRESENTATIVE EXPERIENCE

- + **Baywalk Plaza Area Design, North Bay Village, FL** — *Structural Engineer*
- + **Club Community Park (Yacht Club Marina), Cape Coral, FL** — *Structural Engineer*
- + **Port of Palm Beach General Services 2024, Riviera Beach, FL** — *Structural Engineer*
- + **Port of Palm Beach Berth 1 Bulkhead Replacement, Riviera Beach, FL** — *Structural Engineer*
- + **Welleby Park Expansion, Sunrise, FL** — *Structural Engineer*
- + **Dunedin Marina Master Plan, Dunedin, FL** — *Structural Engineer*
- + **The District CDD, The RiversEdge Development, Jacksonville, FL** — *Structural Engineer*
- + **MSC Cruise Line, Passenger Access Gangway System, Cruise Terminal AA-AAA**
Structural Engineer
- + **Weir 7 Design, Cape Coral, FL** — *Structural Engineer*
- + **Kings Pay Paddle Docks, Crystal River, FL** — *Structural Engineer*
- + **Tompkins Park Kayak Launch/Floating Dock, Baytown, TX** — *Structural Engineer*
- + **Port of Palm Beach, Rail Rehabilitation, Riviera Beach, FL** — *Structural Engineer*
- + **Port of Palm Beach, Annex Property Improvements, Riviera Beach, FL** — *Structural Engineer*
- + **Port of Palm Beach, Merchants Drainage Improvements, Riviera Beach, FL**
Structural Engineer
- + **Port of Palm Beach, Slip 2 and Slip 3 Trench Drain Repair, Riviera Beach, FL**
Structural Engineer
- + **Port of Palm Beach, Phase 4 Paving Improvements, Riviera Beach, FL** — *Structural Engineer*
- + **Port of Palm Beach, Security Lighting Improvements, Riviera Beach, FL** — *Structural Engineer*
- + **Port of Palm Beach, Main Gate and Site Improvements, Riviera Beach, FL** — *Structural Engineer*
- + **Safe Harbor, 22nd Court Seawall Replacement, City of Riviera Beach, FL** — *Structural Engineer*
- + **Icon Marina Village, West Palm Beach, FL** — *Structural Engineer*
- + **Mullins Property Paving Improvements, Riviera Beach, FL** — *Structural Engineer*
- + **Rail Dock Repair, Riviera Beach, FL** — *Structural Engineer*



CORY SALT, PE

STRUCTURAL

Cory has five years of experience with the design, rehabilitation, repair, construction, and inspection phase services on a variety of structural engineering projects that have included conventional reinforced concrete, prestressed concrete, post-tensioned concrete, structural steel, aluminum, masonry, FRP, and timber. He is responsible for design, analysis, and reporting for projects involving seawalls, piers, docks, wharfs, boardwalks, marinas, retaining walls, buildings, industrial facilities, and foundations. His principal areas of practice marine structures, municipal projects, parks, telecommunication structures, and condition assessments.

REPRESENTATIVE EXPERIENCE

- + **Boca Raton Regional Hospital (BRRH) Parking Garage, Boca Raton, FL** — *Structural Engineer*
- + **Plantation General Hospital Replacement (Davie Medical Center), Davie, FL**
Structural Engineer
- + **SR A1A Streetscape Improvements, Fort Lauderdale, FL** — *Structural Engineer*
- + **Fernandina Beach Resiliency Waterfront Bulkhead System Engineering and Design, Fernandina Beach, FL** — *Structural Engineer*
- + **Cape Coral Weir 7-Basin Control Structures, Cape Coral, FL** — *Structural Engineer*
- + **Utah DFCM, Bear Lake Marina Expansion, Garden City, UT** — *Structural Engineer*
- + **Dunedin Marina Master Plan, Dunedin, FL** — *Structural Engineer*
- + **Tequesta Bridge Rehabilitation, Jupiter, FL** — *Structural Engineer*
- + **Wellington Community High School Sports Complex, Wellington, FL** — *Structural Engineer*
- + **Bobby Jones Golf Course Nature Park, Sarasota, FL** — *Structural Engineer*
- + **North Lauderdale Design Services C-14 Pump Station, North Lauderdale, FL**
Structural Engineer
- + **Yuengling Beer Campus, Tampa, FL** — *Structural Engineer*
- + **Lantana Beach Seawall Repair, Lake Worth, FL** — *Structural Engineer*
- + **Scuba Club, Alba Residential Development Seawall and Dock Replacement, West Palm Beach, FL** — *Structural Engineer*
- + **City of Cape Coral Community Parks On-Call, Cape Coral, FL** — *Structural Engineer*
- + **Addison at Gateway, Orlando, FL** — *Structural Engineer*
- + **The District CDD, The RiversEdge Development, Jacksonville, FL** — *Structural Engineer*
- + **Wellington Water Treatment Plant (WTP) Development and Rehabilitation, Wellington, FL**
Structural Engineer
- + **Village of Wellington 6.5-MGD Wastewater Treatment Facility (WWTF) Upgrades and Rehabilitation, Wellington, FL** — *Structural Engineer*
- + **G.T. Bray Park and Recreation Center, Bradenton, FL** — *Structural Engineer*

5

YEARS OF EXPERIENCE

5

YEARS WITH KIMLEY-HORN

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, University of Florida

Professional Engineer in Florida, #98284



Michael Prevost
Principal
Employed at Hines Inc for 1.5 Years
PLA LEED AP

Professional Experience:

Hines Inc – Principal	2024- Current
Prevost Stamper Inc, President	1996-2023 Celebration, FL
University of Memphis, manager of campus landscape	1991-1996 Memphis, TN
Turfaid, Inc., irrigation distributor, irrigation manager	1986-1991 Memphis, TN
Delta Environmental Group, irrigation installation foreman	1984-1986 Orlando, FL
Environmental Care, landscape foreman	1981-1984 Rancho Mirage, CA

Education:

The University of Memphis, Master of City & Regional Planning, 1998
Mississippi State University, Bachelor of Landscape Architecture, 1981

Certification:

Registered Landscape Architect – Florida, Mississippi, Tennessee
IA Certified Irrigation Designer – Commercial and Golf
LEED Accredited Professional – US Green Building Council

Notable Project Experience:

Legoland Florida Resort

Early Cypress Gardens Renovation Projects
Early Water Park Projects
Legoland Way and Parking Expansion
Project Galaxy

Universal Studios Orlando

The Wizarding World of Harry Potter
Islands of Adventure Gateway Renovations
City Walk Renovations
Volcano Bay Water Park
Cabana Bay Beach Resort
Sapphire Falls Resort

Walt Disney World

Typhoon Lagoon – Crush Gusher Expansion
Animal Kingdom Lodge – Disney Vacation Club Resort
Magic Kingdom - Pooh’s Playground + Tron Attraction + Main Street & Hub Renovation
Grand Floridian & Polynesian Resort – Pool Renovations
Hollywood Studios – New York Street Renovations
Hollywood Studios - Extreme Stunt Show
Flamingo Crossings
Disney Springs
Polynesian Resort – Disney Vacation Club Resort
EPCOT – Guardians of the Galaxy Attraction



Carla Di Mauro
Team Leader
Employed at Hines Inc for 1.5 Years

Professional Experience:

Hines Inc – Team Leader	2024- Current
Prevost Stamper Inc- Irrigation CAD Designer	2021-2024
Jon Richards Company FL, Inc. – CAD Designer	2020-2021
Ingenium BC, C.A. – Products Development Engineer	2016-2018
Adamantine Resins Export LLC- Technical Assessor Engineer	2015-2016

Education:

Bachelor of Materials Engineer Simon Bolivar University, 2014
Rain Bird Irrigation Training Sessions Celebration, FL
Hunter Irrigation Training Celebration, FL

Notable Project Experience:

Disney Springs Walt Disney World, FL
Polynesian Resort Vacation Club Walt Disney World, FL
Grand Floridian Resort Vacation Club Walt Disney World, FL
Four Seasons Resort Golden Oak Orlando, FL
Hilton Dolphin Renovations Miami, FL
Orlando International Airport – Brightline Railway Orlando, FL
Orlando International Airport South Terminal Orlando, FL
Flamingo Crossings Roadways Lake Buena Vista, FL
Avenir Avenir Boulevard Palm Beach Gardens, FL
Shura Island Roadway Zone 4 & 5 The Red Sea Project, KSA
Cocnut Blvd. Ph. 3 & 4 Palm Beach Gardens, FL



BUHOLTZ PROFESSIONAL ENGINEERING, INC.

154 Tuskawilla Road, Suite 1380, Winter Springs, Florida 32708 407-327-3300

Brian T. Buholtz, PE, RCDD

Name: Brian T. Buholtz
Project Role: President and Principal Electrical Engineer
Business Address: Buholtz Professional Engineering, Inc.
 154 Tuskawilla Rd., Ste. 1380, Winter Springs, FL 32708
Phone Number: Office: (407) 327-3300 Cell: (407) 619-7326
Email Address: bbuholtz@buholtz.com
Job Skills: Designer/Project Manager
Education (Degree & Specification): Bachelor of Science Degree in Electrical Engineering from UF
Affiliations/Memberships: BICSI Registered Communication Distribution Designer
Total Years' Experience: 28
Professional Registration: FL PE #57979
Other Professional Qualification: Mr. Buholtz is a licensed Professional Engineer with a Bachelor of Science Degree in Electrical Engineering and is a BICSI Registered Communications Distribution Designer. Mr. Buholtz has 28 years of experience including 20 years at this firm and has Engineered, Coordinated, Designed and Managed all types of Electrical Power Projects and Low Voltage Communication Systems in the United States and abroad. His project experience includes Hospitality Facilities, Government, Military, Aerospace, Educational and Commercial Facilities. His areas of design expertise include, Telephone Systems, Data Systems, Audio Networks, GPON, Wi-Fi, CATV, IP TV, CCTV, Burglar Detection, Access Control, Fire Alarm, Outside Plant Infrastructure, Power Distribution Systems, Grounding Systems, Lightning Protection Systems, UPS Systems, Critical Power Systems, Building Design Coordination, Photovoltaic, Power Coordination Studies, and Existing Facilities Power Studies & Mapping. Mr. Buholtz brings many years of experience on hundreds of successful projects to ensure accurate and efficient designs, based on sound engineering judgment.

Relevant Project Experience:

Disney's Coronado Springs Resort Tower: New 15 Story Tower Adjacent to Existing Hotel

Scope of Work: Engineer of record for and design/CA of/for the following: Complex Fire Alarm system including smoke control panel and matrix. Park-Wide Systems including GPON System, Wi-Fi, IP TV, Background Music, CCTV, POS, Front Desk System, Burglar Detection, Front Gate System, etc.

Disney's Project 88-2 @ Caribbean Beach Resort: new 10 story tower

Scope of Work: Engineer of record for and design/CA of/for the following: Complex Fire Alarm system including smoke control panel and matrix. Park-Wide Systems including GPON System, Wi-Fi, IP TV, Background Music, CCTV, POS, Front Desk System, Burglar Detection, Front Gate System, etc.

Disney's Skyliner (Gondola) Project

Scope of Work: Engineer of record for and design/CA of/for the following: Complex Fire Alarm system including interconnect between 6 stations, and third party full system checkout/signoff prior to RCFD/RCID finals. Park-Wide Systems including GPON System, Wi-Fi, IP TV, Background Music, CCTV, POS, Burglar Detection, etc.

Disney's Toy Story Mania Ride Track 2 Project

Scope of Work: Engineer of record for and design/CA of/for the following: Park-Wide Systems including GPON System, Wi-Fi, IP TV, Background Music, CCTV, POS, Burglar Detection, etc.



Brad Alexander, PSM, PE

Project Manager

(407) 681-3836

LSSurveyor.com

brad.alexander@LSSurveyor.com

4776 New Broad Street, Suite 100
Orlando, FL 32814

About me



As a licensed Professional Surveyor and Mapper (PSM) within the State of Florida, I have extensive survey background which includes boundary, topographic, ALTA/ACSM land title, condominium, as-built, subsurface utility engineering, and construction surveying. As a licensed Professional Engineer in the State of Florida, I have a diverse engineering background in the design of water, wastewater, reclaimed water systems, lift-stations, site development, permitting, and materials testing. My responsibilities include the management of municipal projects, typically with a scope including utility design, transportation or site development.

Education

University Central Florida
Bachelor of Science
Civil Engineering

Experience

27 years
8 Years with L & S
Diversified

Certifications

Professional Surveyor &
Mapper (PSM)
FL LS6885

Professional Engineer (PE)
FL No. 78427

Project Experience

Michigan Avenue Safety Improvements

Kimley-Horn

Project limits included full right of way plus 10 feet outside at the intersections of Michigan Avenue & US 192, Boulder Drive, Mill Slough Road, East Donegan Avenue, Carroll Street, and Garden Street. The surveying, mapping and sub-surface utility engineering scope included horizontal & vertical control, apparent right of way, existing centerline alignment, topographic survey, geotechnical support, vegetation survey, sketch and legal descriptions, sub-surface utility designation (Quality Level B), sub-surface utility excavation (Quality Level A), and right of way permitting for the Osceola County safety improvement project. **Contract Value \$98,468**

Dixie Way Paving

Kimley-Horn

The project limits included the full right-of-way of Dixie Way in Mims, Florida from the intersection of Dixie Way and County Line Road to the intersection of Dixie Way and Grant Line Road (approximately 5.4 miles). The scope included horizontal and vertical control, existing centerline alignment and apparent right of way, topographic survey of full right of way, sub-surface utility engineering quality level B & C, ortho-rectified aerial imagery for the Brevard County paving project. **Contract Value \$225,782**

Lift Station J-13 - Brevard County

Kimley Horn

Survey control, right of way/topographic/tree survey, sub-surface utility engineering, and sub-surface utility excavation for the Brevard County lift station site J-13. The project was processed and drafted using Civil 3D. **Contract Value \$14,150**

Trafford Avenue Drainage Improvements

Kimley Horn

The project limits included full right-of-way of a 720-foot stretch of Trafford Avenue. The scope was horizontal and vertical survey control, apparent right of way, topographic survey, geotechnical support, and sub-surface utility engineering, and sub-surface utility excavation for the design of drainage improvements. **Contract Value \$26,587**



Sherry Manor, PSM

Project Surveyor & Mapper

About me



I have served as President of L&S Diversified since 2010. I have over 20 years involvement in large scale boundary and topographic surveys, subdivision plats, specific purpose route surveys, and transportation surveys. L & S is both the sub and prime consultant on multiple municipal continuing engineering and surveying services contracts. My responsibilities include the management and supervision of all technical staff, overseeing the management team, quality control of all surveying & mapping projects, and ensuring the company's core values are followed.

Education

University Central Florida

Bachelor of Science
Forensic Analysis
Minor, Chemistry

Industry Experience

21 Years
15 Year with
L & S Diversified

Professional Registrations

Professional Surveyor
& Mapper (PSM)
FL LS6961

Project Experience

Barrington Water Main & Force Main

Kimley-Horn

Survey Control, Apparent Right of Way, Topographic Survey, Tree Survey, Sub-Surface Utility Designation, Utility Excavation, and MOT Design along 5,400 feet of road for the design of a water main and force main along existing roadways. **Contract Amount: \$61,430**

Brevard County Wastewater Treatment Plant

Kimley-Horn

Topographic, Boundary, and Wetland survey on the Brevard County Wastewater Treatment plant with an overall parcel area of approximately 400 acres. In addition, an orthorectified aerial was also created via drone data collection. **Contract Amount: \$88,245**

Tomoka Farms

Kimley Horn

Horizontal and vertical survey control, sketch and legal description, specific purpose right of way, and topographic survey of the full right of way of approximately 1.7 miles along Tomoka Farms Rd including proposed crossings at I-95. The scope also include subsurface utility designates throughout the entire route. **Contract Amount: \$96,138**

Coolidge Street Roadway Improvements

Kimley Horn

L & S Diversified utilized previous work completed in 2022 to expand its scope for additional roadway and drainage improvements within the Coolidge Street project corridor. Work included verifying previously established horizontal and vertical survey control, apparent right of way determination, topographic survey, subsurface utility designation and utility excavation for an additional 4,500 liner feet of side streets adjacent to the proposed Coolidge Street improvements. **Contract Amount: \$46,270**

GOAA East Airfields

Kimley Horn

Survey Control, Topographic, Boundary/Right of Way and Wetland Survey of 1,300 acres of undeveloped land and 1.8 miles of roadway for the East Airfield Project located in Orlando, Florida. The project required Greater Orlando Aviation Authority security clearance. **Contract Amount: \$145,339**

D. STAFFING PLAN



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (CFTOD)



Principal-in-Charge
Greg Witherspoon, PLA, AICP



Project Manager
Matt Franko, PLA



QC/QA
Scott Mingtonet, PLA, AICP
James Pankonin, PLA, LEED AP

Landscape Architecture Resource Team

- Matt Franko, PLA
- Greg Witherspoon, PLA, AICP
- Jake Maple
- Alex Green
- Cici Ehman
- James Pankonin, PLA, LEED AP
- Ed Dean, PLA, LEED AP
- Jonathan Haigh, PLA, ASLA
- Tricia Richter, PLA

3D Modeling

- Zack Hall, PLA
- Jim Zheng
- Audrey Lau

Specifications

- Greg Witherspoon, PLA, AICP
- Ed Dean, PLA, LEED AP
- Tricia Richter, PLA

Grading/Drainage Coordination

- Hao Chau, PE
- Jennifer Sticker, PE
- Kevin Tasillo, PE

Construction Phase Services

- Matt Franko, PLA
- Greg Witherspoon, PLA, AICP
- Jake Maple

Certified Arborist

- Danielle Vail, ISA
- Ed Dean, PLA, LEED AP
- Tricia Richter, PLA

Irrigation Design

- Mike Prevost¹
- Carla Di Mauro¹
- Matt Franko, PLA

Electrical

- Brian Buholtz²

Survey

- Brad Alexander, PE, PSM³
- Sherry Manor, PSM³

Drone Photography

- Stan Russell, UAG

Structural

- J. Casey Long, PE
- Cory Salt, PE

Environmental

- Sarah Johnson, CSE, GTA

- Subconsultants**
- Hines, Inc.
 - Buholtz Professional Engineering, Inc.
 - L&S Diversified, LLC

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
WORLD DRIVE North Phase 3 Area Development Design

A staffing plan is a strategic document that outlines the human resources needed for a particular project or organization. It includes information about the roles and responsibilities of each position, the number of staff required, and the skills and qualifications needed for each role. The staffing plan helps to ensure that the right people are in the right positions at the right time to meet the project’s objectives. It also takes into account factors such as workload, project timeline, and budget constraints.

The depth of our staff in the required areas of expertise and our familiarity with your needs will allow us to maximize our coordination efforts while integrating resources, adhering to project schedules, and managing the budget effectively. With these processes in place, we can meet the technical and staffing needs anticipated for this contract.

Your project manager, **Matt Franko, PLA**, will be your daily point of contact. He will have full authority to act on behalf of Kimley-Horn and will be personally responsible and accountable for the success of your projects. The organization chart on the following page outlines our team of professionals and their specific roles for this project. It also demonstrates the relationship among our staff and subconsultants. Technical leads for each discipline have also been identified. Detailed resumes illustrating the qualifications and relevant experience for all key Kimley-Horn team members, including subconsultants, are provided after our letter of response.

**PERSONNEL AUTHORIZED
TO GIVE AND SUPPORT
INFORMATION FOR FIRM**

Matt Franko, PLA
Project Manager
407.427.1629

Scott Minonet, PLA, ASLA
Authorized Signer/Representative
407.427.1622

SUBCONSULTANT PARTNERS

Kimley-Horn’s emphasis on dynamic teamwork and quality performance serve as the foundation from which we select our subconsultant partners. We work diligently to pursue firms who are respected and accomplished in their respective fields and demonstrate enthusiasm to be a part of our team and serve their local community. We pursue subconsultants we have worked with in the past and have proven their ability to perform up to the standards we expect. For this contract, Kimley-Horn has partnered with three strong firms to enhance our ability to serve the Central Florida Tourism Oversight District on the services required for this project. Hines, Inc. will provide irrigation design. L&S Diversified, LLC will provide survey, mapping, and SUE services. Buholtz Professional Engineering, Inc. will provide electrical engineering.

LOCATION OF OFFICES IN WHICH STAFF ARE LOCATED

KIMLEY-HORN ORLANDO	
200 South Orange Avenue, Suite 600, Orlando, FL 32801	
Greg Witherspon, PLA, AICP	Zack Hall, PLA
Scott Mingonet, PLA, AICP	Audrey Lau
Jake Maple	Hao Chau, PE
CiCi Ehman	Kevin Tasillo, PE
Stan Russel	Alex Green

KIMLEY-HORN LAKE NONA	
6876 Marwick Lane, Suite 350, Orlando, FL 32827	
Matt Franko, PLA	Jennifer Stickler, PE

KIMLEY-HORN TAMPA	
201 North Franklin Street, Suite 1400, Tampa, FL 33602	
Danielle Vail, ISA	Sarah Johnson, CSE, GTA

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KIMLEY-HORN SARASOTA

201 North Franklin Street, Suite 1400, Tampa, FL 33602

James Pankonin, PLA, LEED AP

Ed Dean, PLA LEED AP

KIMLEY-HORN WEST PALM BEACH

1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

Tricia Richter, PLA

KIMLEY-HORN DOWNTOWN WEST PALM BEACH

477 South Rosemary Avenue, Suite 215, West Palm Beach, FL 33401

Jonathan Haigh, PLA, ASLA

KIMLEY-HORN JACKSONVILLE

12740 Gran Bay Parkway West, Suite 2350, Jacksonville, FL 32258

Cory Salt, PE

KIMLEY-HORN PALM BEACH GARDENS

11601 Kew Gardens Ave, Suite 200, Palm Beach Gardens, FL 33410

J. Casey Long, PE

KIMLEY-HORN DOWNTOWN NASHVILLE

10 Lea Avenue, Suite 400, Nashville, TN 37210

Jim Zheng

L&S DIVERSIFIED, LLC

4776 New Broad Street, Suite 100, Orlando, FL 32814

Brad Alexander, PE, PSM

Sherry Manor, PSM

HINES, INC.

1640 Riverside Ave., Suite 200, Fort Collins, CO 80524

Carla Di Mauro

Mike Prevost

BUHOLTZ PROFESSIONAL ENGINEERING, INC.

154 Tuskawilla Road, Suite 1380, Winter Springs, FL 32708

Brian Buholtz

LPFLNON011486.2025

E. QUALITY CONTROL AND ASSURANCE PLAN

Quality projects don't just happen by accident at Kimley-Horn. Our professionals have been committed to quality since the firm's founding, and ultimately our people are responsible for exceeding client's expectations. Quality standards are a major subject of each team member's orientation, annual review, and ongoing training program. Quality Control/Quality Assurance (QC/QA) means much more to us than a cursory review. Kimley-Horn's QC/QA measures are built into our project management processes, and they are part of our firm's culture.

Quality is the result of a cultural mindset stemming from an understanding that it requires more effort and dollars to redo project deliverables than it does to do them right the first time.

Our formal QC/QA program, Continuous Quality Improvement (CQI), assigns experienced senior professionals who are otherwise qualified to manage a particular project, to serve in an independent role. Our designated Quality Control managers, **James Pankonin, PLA LEED AP**, and **Scott Mingonet, PLA, AICP**, are just those professionals. With over 21 years of experience, James has dedicated his career to ensuring that all projects adhere to the highest standards of accuracy and excellence. In addition, Scott brings over 35 years of experience in landscape architecture and planning, honing his skills in meticulously reviewing and analyzing plans, reports, and data to identify any discrepancies or areas for improvement. They both possess a keen eye for detail and a deep understanding of the importance of maintaining consistency and precision in planning documents.

Furthermore, as Principal-in-Charge, **Greg Witherspoon, PLA, AICP** will be responsible for committing the required Kimley-Horn resources to meet CFTOD's quality and schedule expectations, as well as to maintain quality control and quality assurance of all Kimley-Horn team deliverables under this contract. Scott commits to working closely with CFTOD to ensure each of your goals and objectives is met or exceeded.

OUR CQI PROGRAM INCLUDES THE FOLLOWING:



A “kick-off” meeting will be held with key individuals to define the scope of work and objectives.



All decisions will be documented by a paper trail. Appropriate data will clearly show the choices evaluated and the basis for our recommendations.



All supporting calculations, text, or data used to develop a document will be signed and dated by the individual who completed the work. There will be documentation of all telephone conversations and meetings that include or affect the project decisions. Meeting minute distribution will occur promptly.



All documents will be reviewed by qualified individuals who are not directly performing the work activity. The individual will sign and date the documents, prepare a record of review, and check findings.



The project manager will monitor and evaluate the review for the project. They will check for clarity, accuracy, completeness, and complete scope compliance. Any follow-up activity required will be noted and initiated as appropriate.



Technical reviews, progress reports, communications, problem reporting/resolution, variance approvals, and all documentation will adhere to department procedures.



Kimley-Horn's Management Information System (MIS) will closely monitor all project activities and will provide a “snapshot” of the project at any time. This ability to continuously monitor budgets, labor expenditures, expenses, and project schedule is a critical component of our CQI program.